



**TENDER  
FOR PROVISION OF ASSETS VALUATION  
AND REINSTATEMENT COST SERVICES**

**TENDER CLOSING DATE & TIME: 20<sup>th</sup> June, 2022 AT 10:00am**

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**1 SECTION I – INVITATION TO TENDER**

**Tender Ref No. *BVIPA1320213***

**Date: 9<sup>th</sup> May, 2022**

## **TENDER FOR PROVISION OF ASSETS VALUATION SERVICES FOR BVI PORTS AUTHORITY'S ASSETS**

- 1.1 BVI Ports Authority invites sealed tenders from eligible candidates, for the provision of assets valuation and determining reinstatement cost services for BVI Ports Authority's assets.
- 1.2 Interested and eligible candidates may download free of charge the tender documents at [www.bviports.org](http://www.bviports.org).
- 1.3 The complete tender document can be downloaded from the BVI Ports Authority's website [www.bviports.org](http://www.bviports.org) free of charge.
- 1.4 Prices quoted should be inclusive of all costs and shall be inclusive of any applicable taxes and shall remain valid for 90 days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with the tender reference number and name" ***BVIPAI320213 - TENDER FOR PROVISION OF ASSETS VALUATION SERVICES FOR BVI PORTS AUTHORITY'S ASSETS*** shall be addressed to;

**Chairman  
BVI Ports Authority  
2 Purcell Road  
Road Town, Tortola  
British Virgin Islands VG1110**

All tenders must be deposited in the "Tender Box" at the British Virgin Islands Ports Authority office, Road Town, Tortola, British Virgin Islands by the bearer not later than **10:00am on Monday, 20th June 2022**. Tenders will not be received after the "Tender Box" is closed.

- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at;

**BVI Ports Authority  
Conference Room, Second Floor  
Pasea Building.  
Pasea, Tortola**

## **2 SECTION II – INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1.** This Invitation to Tender is to eligible tenderers as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2.** The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under the BVI Ports Authority Procurement Policy.
- 2.1.3.** Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4.** Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.
- 2.1.5. Requirements for tenderer**

The tenderer will be required to demonstrate that it is professionally qualified and has relevant expertise in the area of verification of assets. The experience will also be demonstrated from the references given by the tenderer which will be accompanied by a letter of authority to seek information from the references provided.

### **2.2 Cost of tendering**

- 2.2.1.** The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

### **2.3 Contents of tender documents**

- 2.3.1.** The tender document consists of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders.
- i. Instructions to tenderers
  - ii. General Conditions of Contract
  - iii. Special Conditions of Contract
  - iv. Schedule of Requirements
  - v. Details of service
  - vi. Form of tender
  - vii. Price schedules
  - viii. Contract form
  - ix. Confidential business questionnaire form

**2.3.2.** The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## **2.4 Clarification of Documents**

**2.4.1.** A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents.

**2.4.2.** The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

## **2.5 Amendment of documents**

**2.5.1.** At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

**2.5.2.** All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

**2.5.3.** In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of tender**

The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

The tender prepared by the tenderer shall comprise the following components:

- a) A Tender Form and a Price Schedule completed in accordance with Section VI – Standard forms.
- b) Documentary evidence established in accordance with clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.

- c) Confidential business questionnaire.

## **2.8 Form of Tender**

The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

## **2.9 Tender Prices**

**2.9.1.** The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

**2.9.2.** Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and other taxes payable.

**2.9.3.** Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to clause 2.22.

**2.9.4.** Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

**2.9.5.** Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

**2.9.6.** Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## **2.10 Tender currencies**

**2.10.1.** Prices shall be quoted in US Dollars as specified in the appendix - Instructions to Tenderers.

## **2.11 Tenderers eligibility and qualifications**

**2.11.1.** Pursuant to clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

**2.11.2.** The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 Intentionally Omitted**

## **2.13 Validity of Tenders**

- 2.13.1.** Tenders shall remain valid for ninety (90) days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to clause 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.
- 2.13.2.** In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.14 Format and Signing of Tender**

- 2.14.1.** The tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2.** The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3.** The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## **2.15 Sealing and marking of tenders**

- 2.15.1.** The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**". The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:
- a) be addressed to the Procuring entity at the address given in the Invitation to Tender and
  - b) bear, tender number and name provided in the invitation to tender and the words: "**DO NOT OPEN BEFORE, 20<sup>th</sup> June, 2022 at 10:00am**".
- 2.15.2.** The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
- 2.15.3.** If the outer and inner envelopes are not sealed and marked as required by clauses 2.15.1 and 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

## **2.16 Deadline for submission of tenders**

- 2.16.1.** Tenders must be received by the Procuring entity at the address specified in the Invitation to Tender, **no later than 20<sup>th</sup> June, 2022 at 10:00am**.
- 2.16.2.** The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with clause 2.5, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.



**2.16.3.** Bulky tenders which will not fit in the tender box shall be received by the procuring entity.

## **2.17 Modification and withdrawal of tenders**

**2.17.1.** The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

**2.17.2.** The tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

**2.17.3.** No tender may be modified after the deadline for submission of tenders.

**2.17.4.** No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form.

**2.17.5.** The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

**2.17.6.** The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.18 Opening of tenders**

**2.18.1.** The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, **at 2 pm on 20<sup>th</sup> June, 2022** in the location specified in the Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

**2.18.2.** The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

**2.18.3.** The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of tenders**

**2.19.1.** To assist in the examination, evaluation, and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

**2.19.2.** Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary examination and responsiveness**

- 2.20.1.** The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2.** Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3.** The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4.** Prior to the detailed evaluation, pursuant to clause 2.22, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5.** If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21 Intentionally Omitted**

## **2.22 Evaluation and comparison of tenders**

- 2.22.1.** The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to clause 2.20.
- 2.22.2.** The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3.** The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in clause 2.22.4 and in the technical specifications:
- a) operational plan proposed in the tender;
  - b) deviations in payment schedule from that specified in the Special Conditions of Contract;
- 2.22.4.** Pursuant to clause 2.22.3 the following evaluation methods will be applied:
- a) **Operational Plan.**

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenderers offering to

perform longer than the Procuring entity's required delivery time will be treated as non-responsive and rejected.

**b) Deviation in payment schedule.**

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

**2.22.5.** The tender evaluation committee shall evaluate the tender within a maximum of 30 days from the date of opening the tender.

**2.22.6.** To qualify for contract awards, the tenderer shall have the following:-

- a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- b) Legal capacity to enter into a contract for procurement
- c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- d) Shall not be debarred from participating in public procurement.

**2.23 Contacting the procuring entity**

**2.23.1.** Subject to clause 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

**2.23.2.** Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

**2.24 Award of contract**

**2.24.1. Post qualification**

2.24.1.1. In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.1.2. The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to clause 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.1.3. An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **2.24.2. Award Criteria**

- 2.24.2.1. Subject to clause 2.26 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the best responsive evaluated tender as per the evaluation criteria and pricing, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.2.2. The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.
- 2.24.2.3. A tenderer who gives false information in the tender document about its qualification or who refuses to enter a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.25 Notification of award**

- 2.25.1. Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2. The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

## **2.26 Signing of contract**

- 2.26.1. At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2. Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.26.3. The parties to the contract shall have it signed within thirty (30) days from the date of notification of contract award unless there is an administrative review request.

## **2.27 Intentionally Omitted**

## **2.28 Corrupt or fraudulent practices**

- 2.28.1. The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2. The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

2.28.3. Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in the Virgin Islands.

#### 2.28.4. Ethics

In pursuance of this policy, the Procuring entity requires that all bidders concerned take measures to ensure that no transfer of gifts, payments or other benefits to officials of the Procuring entity and/or procurement/management staff with decision making responsibility or influence occurs. In this regard, the Procuring entity will require all tenderers to sign, as part of the tender documents, an Integrity Pact (Section VII – Standard forms). **Non-delivery of the Bidders Declaration and Anti-Corruption Declaration Form (Section VII – Standard forms) duly undersigned by the chief executive or legal representative of the tendering party will result in exclusion of the bid/ quotation from the procurement process.**

The Procuring entity reserves the right to suspend or cancel a tender/quotation if corrupt practices of any kind are discovered at any stage of the award process. For the purpose of this provision, the terms set forth below shall have the following meaning:

- “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of any officer involved in the procurement of goods and/or services, or the threatening of injury to a person, property or reputation in connection with the procurement process or in contract execution, in order to obtain or retain business or other improper advantage in the conduct of business; and
- “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity and/or the Virgin Islands Ports Authority or the Government of the Virgin Islands, and includes collusive practices among bidders (prior to or after submission of tenders) designed to establish prices at artificial, non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition.

Any attempt by a candidate or bidder to obtain confidential information, enter into unlawful Contracts with competitors or influence the committee of the Procuring entity during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his/her candidacy or tender and may result in administrative penalties (e.g., suspension).

When putting forward a tender, the candidate or tenderer shall declare that he is not affected by any potential conflict of interest and has no particular link with other tenderers or parties

involved in the project. Should such a situation arise during performance of the contract, the tenderer must immediately inform Procuring entity.

The contractor/tenderer must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He shall refrain from making public statements about the project or services without the Procuring entity's prior approval. He may not commit the Procuring entity in any way without its prior written consent.

The contractor/tenderer may accept no payment connected with the contract other than that provided for therein. The contractor/tenderer and its staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Procuring entity.

The contractor/tenderer shall refrain from any relationship likely to compromise its independence or that of its staff. If the contractor/tenderer ceases to be independent, the Procuring entity may, regardless of injury, terminate the contract without further notice and without the contractor/tenderer having any claim to compensation.

**All tenders will be rejected, or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses.**

### **3 SECTION III – GENERAL CONDITIONS OF CONTRACT**

#### **3.1 Definitions**

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the Contract entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “Day” means calendar day

#### **3.2 Application**

These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

#### **3.3 Effectiveness of contract**

This Contract shall come into effect on a date to be determined by the BVI Ports Authority

#### **3.4 Commencement of services**

The Tenderer shall begin carrying out the Services immediately the Contract becomes effective or at such other date as may be specified.

#### **3.5 Standards**

The services provided under this Contract shall conform to the seven standards mentioned in the Schedule of requirements.

#### **3.6 Patent right's**

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

#### **3.7 Intentionally Omitted**

### **3.8 Inspections and tests**

- 3.8.1** The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2** The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3** Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.8.4** Nothing in clause 3.9 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.9 Payment**

The method and conditions of payment to be made to the tenderer under this Contract shall be as specified in the Contract.

### **3.10 Prices**

Prices charged by the contractor for services performed under the Contract shall not vary from the prices given by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### **3.11 Assignment**

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

### **3.12 Termination for Default**

The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) If the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.
- c) If the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.



### **3.13 Termination of insolvency**

The procuring entity may at any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

### **3.14 Termination for convenience**

**3.14.1** The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

**3.14.2** For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

### **3.15 Resolution of disputes**

The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations any dispute of the Contract or dispute arising between them under or in connection with the Contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Contract.

### **3.16 Governing language**

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the English language.

### **3.17 Force Majeure**

The contractor shall not be liable for termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **3.18 Applicable law**

The contract shall be interpreted in accordance with the Laws of the Virgin Islands.

### **3.19 Notices**

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by E-mail and confirmed in writing to the other party's address specified in the Contract.

A notice shall be effective when delivered or on the notices effective date, whichever is later.

### **3.20 Confidentiality**

- i) "Confidential Information" shall, for the purposes of this Contract, include without limitation any financial, strategic, technical, commercial, geological and scientific information, know-how, trade secrets and data in whatever form, communicated to the Tenderer or acquired by the BVI Ports Authority during the course of the tenderer carrying out his duties as contemplated in this Contract.
- ii) The Tenderer agrees that they will not, during the course of carrying out his duties as contemplated in this Contract or thereafter into perpetuity, disclose the Confidential Information to any third party for any reason or purpose whatsoever without the prior written consent of the British Virgin Islands Ports Authority, save in accordance with the provisions of this Contract.
- iii) The Tenderer agrees not to utilize, exploit or in any other manner whatsoever use the Confidential Information disclosed pursuant to the provisions of this Contract and the terms of any subsequent Contract made by parties, for any purpose whatsoever without the prior written consent of the Authority.
- iv) The Tenderer undertakes not to use the Confidential Information for any purpose other than that for which it is disclosed; and in accordance with the provisions of this Contract and any subsequent Contract made by parties.
- v) The Tenderer shall be held liable for disclosing confidential information unless he proves that:
  - a) Such information and data were in the public domain prior to such disclosure;
  - b) Such information and data have become part of the public domain through no fault of the Tenderer, or
  - c) Such disclosure was required by any written laws of the Virgin Islands.

**3.21 Expiration of contract**

Unless terminated earlier pursuant to Clause ....., this Contract shall terminate on ..... after satisfactory completion of services and submission of a report by the Tenderer as required by this contract.

#### 4 SECTION IV – SCHEDULE OF REQUIREMENTS

##### Notes for preparing the schedule of requirements

The schedule of requirements for the services shall be included in the tender documents by the procuring entity and shall cover at the minimum a description of the goods and services to be supplied and the delivery schedule.

The objectives of schedule of requirements are to provide sufficient information to enable tenderers prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided.

In addition, the schedule of requirements, together with the price schedule, should serve as a base in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 2.24.

The date or period of delivery should be carefully specified, considering the date prescribed herein from which the procuring entity's delivery obligations start (notice of award).

This part will include any deliverables under the service contract.

Number	Description	Quantity	Delivery Time Start _____ End _____
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## **5 SECTION V – DESCRIPTION OF SERVICES**

### **Notes for preparing technical specifications.**

A set of precise and clear description of the services required is a prerequisite for tenderers to respond realistically and competitively to requirements of the procuring entity without qualifying their tenders, the specifications should require that all goods and services to be incorporated be new, and of the most recent improvements – in design and materials unless otherwise provided for in the contract.

Care must be taken in describing the services to ensure that they are not restrictive. In the description of services, describing the services recognized national or international standards should be used as much as possible. Where other particular standards are used, the description should state the services that meet other authoritative standards, and which ensure at least a substantially equal quality than other standards mentioned will also be acceptable.

This part will include any deliverables under the service contract.

### **TERMS OF REFERENCE: TENDER FOR ASSETS VALUATION OF BVI PORTS AUTHORITY'S ASSETS.**

#### **Background**

The British Virgin Islands Ports Authority was established by the British Virgin Islands Ports Authority Act, No. 12 of 1990 (the Act), as a separate commercial entity, solely owned by the Government of the Virgin Islands. Prior to the establishment of the Authority, most of its functions were carried out by the Ports and Marine Services Department of the Government.

The Authority is mandated to provide superior quality seaport facilities and services, in an environment characterised by employee growth and development, cutting edge technology and teamwork, for the betterment of the BVI Ports Authority. The Authority has many assets, which include among others land, boats, buildings, plant and machinery, furniture and fittings, motor vehicles, computers and accessories, office equipment, and other movable and immovable assets. Most of the assets must be identified and tagged.

The Authority is desirous of undertaking identification, verification, and valuation of all the assets within its jurisdiction and the preparation of assets register/inventory in accordance with generally accepted accounting standards, the International Financial Reporting Standards (IFRS) and which are compliant with the guidelines on asset and liability management in the Public Sector.

Therefore, the Authority wishes to improve the asset management and ensure up to date recording and reporting of assets in the financial statements for the quarter ending **31<sup>st</sup> March, 2022**. The Authority intends to develop a comprehensive inventory of all its assets complete with qualitative and quantitative variables and provide valuation of all the obsolete assets that may be considered for disposal.

The Authority therefore wishes to procure consultancy services from qualified firms for asset identification, verification, and valuation of assets (movable and immovable) located at all of its Ports and other Facilities.

### **Objective**

The main objectives of this assignment include:

- a) Identify all the Authority's existing physical assets
- b) Undertake the verification of all the movable and immovable assets.
- c) Undertake the valuation of all the physical assets (movable and immovable).
- d) Develop an updated asset register/inventory having the details of the condition of each asset or category of assets, useful life, location, tag number e.t.c.
- e) Identify any assets that may not have been tagged.
- f) Undertake the valuation of all the assets that may be determined to be obsolete and that may be considered for disposal.

The process of valuation of assets is to determine the **fair values** for purposes of reporting in accordance with International Financial Reporting Standards.

### **Scope of the Consultancy Service**

The valuer shall work closely with BVIPA staff to ensure that all assets are traced, identified, and availed for valuation. The valuation process shall cover all categories/classes of assets including but not limited to the following:

- a) Land
- b) Buildings & civil works
- c) Plant and Machinery
- d) Motor Vehicles
- e) Office Computers and accessories
- f) Office Equipment
- g) Furniture and Fittings
- h) Other movable and immovable assets
- i) Others (as identified by the valuer)

### **Valuers Tasks & Responsibilities**

- a) Develop a comprehensive methodology detailing the process to be undertaken.
- b) Provide list of requirements the client (BVIPA) is expected to provide to facilitate the process.
- c) The valuer shall carry out physical inspection, identification, assessment of status, valuation of all assets and provide necessary notes.
- d) After physical assessment, the valuer shall generate a register of the valued active and obsolete assets. The register shall contain the following fields: asset description including model & model, asset barcode/tag number, asset serial number, asset location and the assessed asset value.

- e) Generate a report for each asset class categorizing the assets according to status/condition (i.e working, faulty, scrap, obsolete etc.)
- f) Reconcile the existing asset register with output register and generate the following reports:
  - i) Assets reconciled/Updated report
  - ii) Assets valued not in existing register report
  - iii) Assets in existing register not verified report
  - iv) Assets in existence without tag numbers Report.

### **Progress or Draft Report**

The valuer will be required to provide progress or draft report for review and feedback. This report should be presented in both soft (Microsoft Excel, PDF Format and hard -at least 2 copies securely bound).

### **Final Report:**

Develop a comprehensive Master Asset Register comprising of all verified and valued assets for each asset category.

The register shall include but not limited to the following fields:

- a) Description of the asset to include physical location, units, date of acquisition and original costs.
- b) Asset number
- c) Asset barcode/tag number
- d) Asset full description including make, model etc.
- e) Asset serial number
- f) Asset location (at least 3 levels)
- g) Asset status/condition
- h) Asset category and subcategory
- i) The fair value of the active assets
- j) Open market value for the assets identified as obsolete.
- k) Any other relevant information and notes for the asset.

This report should be presented in both soft (Microsoft. Excel], and hard (at least 4 copies securely bound).

### **Time Duration**

The total duration from the date of signing of contract is **8 standard weeks** from the date of award.

## **6 SECTION VI – STANDARD FORMS**

### **Notes on standard forms**

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to Instructions to Tenderers in clause 2.9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the Instructions to Tenderers, the tenderer should include herein or in another form acceptable to the procuring entity pursuant to Instructions to Tenderers in Section II.
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.

**FORM OF TENDER**

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_

To.....

.....

[Name and address of procuring entity]

Dear Sir/Madam:

1. Having examined the tender documents including Addenda Nos ..... *[insert numbers]*, of which is hereby duly acknowledged, we, the undersigned, offer to provide .....  
*[description of services]*  
in conformity with the said tender documents for the sum of .....  
*[total tender amount in words and figures]*  
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

2022

Dated this \_\_\_\_\_ day of \_\_\_\_\_

.....  
*[signature]*

.....  
*[In the capacity of]*

duly authorized to sign tender for and on behalf of.....



## PRICE SCHEDULE OF SERVICES

Name of Tenderer \_\_\_\_\_ /

Tender Number \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_\_

1	2	3	4	5	6
Item	Description	Quantity of Assets	Unit Price	Total Price (Inclusive of taxes where applicable) (cols. 3x4)	Duration/Delivery time
1.	Provision of verification services for assets				
2.	Any other miscellaneous costs				

The prices given should be in the format above (but not limited to the format).

The prices given should be exhaustive and where the tenderer has additional proposals then these are to be put as a separate attachment but will not form part of the tender evaluation.

(Clearly indicate the percentage of the taxes chargeable)

Signature of tenderer \_\_\_\_\_

*Note:* In case of discrepancy between unit price and total, the unit price shall prevail.

**CONTRACT FORM**

THIS CONTRACT made the \_\_\_ day of \_\_\_\_ 2022

between..... [name of procurement entity] of ..... [country of Procurement entity] (hereinafter called “the Procuring entity”) of the one part and ..... [name of tenderer] of ..... [city and country of tenderer] (hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for *valuation of all BVI Ports Authority’s Assets Viz.....* [brief description of the services] and has accepted a tender by the tenderer for the provision of the services in the sum of ..... [contract price in words and figures]

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.:
  - a) the Tender Form and the Price Schedule submitted by the tenderer; (b) the Schedule of Requirements;
  - b) the Technical Specifications;
  - c) the General Conditions of Contract;
  - d) the Special Conditions of Contract; and
  - e) the Procuring entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

in the presence of\_\_\_\_\_.

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2(c) whichever applied to your type of business.

You are advised that it is a serious offence to give false information on this form.

<p><b>Part 1 General</b></p> <p>Business Name .....</p> <p>Location of Business Premises .....</p> <p>Plot No,..... Street/Road .....</p> <p>Postal address ..... Tel No. .... Fax.....</p> <p>Email.....</p> <p>Nature of Business .....</p> <p>Registration Certificate No.....</p> <p>Maximum value of business which you can handle at any one time – KShs.....</p> <p>Name of your bankers.....</p> <p>.....</p> <p>Branch.....</p>
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<p><b>Part 2 (a) – Sole Proprietor</b></p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p> <p>.....</p>																				
<p><b>Part 2 (b) – Partnership</b></p> <p>Given details of partners as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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<p><b>Part 2 (c) – Registered Company</b></p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Shares</p> <p>Issued Shares</p> <p>Given details of all directors as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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3. ....	.....	.....	.....																	
4. ....	.....	.....	.....																	
<p>Date.....Signature of Candidate.....</p>																				

**LETTER OF NOTIFICATION OF AWARD**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

This is to notify that the contract/s stated below under the above-mentioned tender have been awarded to you.

\_\_\_\_\_  
\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)* \_\_\_\_\_  
\_\_\_\_\_

.....  
Chairman