



Procurement Details

Project Details	Deliverable
Invitation to Tender for the Supply of One (1) Commuter Bus for the Royal Montserrat Police Service	Date Published on Government of Montserrat Website And myTedners Wednesday 7 th August 2019
Access to the ITT Suite of Documents	Hard copies can be downloaded from the Government of Montserrat website at http://www.gov.ms/tenders/ . Electronic copies can be downloaded completed and submitted via the myTenders portal MyTedners portal https://www.mytenders.co.uk/
Clarification deadline and contact details	Monday 19th August 2019
ITT submission deadline	Wednesday 28th August 2019 no later than 12.00 midday
Tender Submission address	The Chairman, Public Procurement Board, Ministry of Finance and Economic Management, Brades, Montserrat.
Contract Commencement – this is an indicative date and maybe subject to change.	September 2019

Invitation to Tender for One (1) Commuter Bus for the Royal Montserrat Police Service

Potential bidders are invited to submit tenders for One (1) Commuter Bus for the Royal Montserrat Police Service. Tenders must be submitted in accordance with the instructions and specifications, which accompany this invitation to tender. Included in the tender dossier are the following documents:

- 1.) Invitation to Tender
- 2.) Instructions to Tenderers
- 3.) Form of Tender
- 4.) Appendices and Schedules
- 5.) Anti-Collusion Statement
- 6.) Evaluation Criteria
- 7.) General Conditions of Contract
- 8.) Tenderer's Identification and Details
- 9.) Tender Return checklist

Any queries in relation to the tender should be made in writing to Ms Harjinder Jutle Hed of Procurement via email at Jutleh@gov.ms. Additionally, queries regarding vehicle specification and other technical matters can be sent to Mr Steve Foster, Commissioner of Police at fosters@gov.ms or Mr Charles Thompson, Deputy Commissioner of Police at thomsonc@gov.ms.

Tender submission deadline is Wednesday 28th August 2019 no later than 12.00 midday.

Tender opening will be Wednesday 28th August 2019 at 2.00pm.

Regards



For Steve Foster
Commissioner of Police

2.0 INSTRUCTIONS TO TENDERERS

- (1) The contract conditions adopted for this procurement will be the Government of Montserrat General Conditions of Contract.
- (2) Tenderers must fully complete the Form of Tender (including notice period and maximum delivery time), copies of credentials; proof of similar contracts previously undertaken, confirmation for the provision of technical support and training, documentation on length and type of warranty. Failure to fully complete and return these documents and provide the additional information stated in these instructions will render the bid non-compliant and it will be rejected.
- (3) Tenderers must submit a current Tax Compliance Certificate with their bid if their place of business is registered in Montserrat.
- (4) All works undertaken will be the subject of taxation in accordance with the current legislation. Except in cases where there is an exemption from tax, of which proof must be provided; residents of Montserrat for tax purposes are subject to tax on the profits from this project while non-residents are liable to a **20% Withholding Tax deduction from the gross amount**. Please take into consideration your tax obligations and liabilities to the Government of Montserrat. For further information please contact Montserrat Customs & Revenue Service (MCRS) via email at irev@gov.ms.
- (5) All tenders will be arithmetically checked, any errors will be brought to the tenderers attention. The rates supplied would be the basis for the arithmetic correction and would be the determining factor for any queries about the corrected price. A tenderer whose tender sum is subject to arithmetical correction will be informed and asked whether he accepts the corrected tender sum. Failure to accept the corrected sum will result in the rejection of the tender.
- (6) Any bid received after the deadline for submission of bids prescribed in (4) above will be rejected.
- (7) Tenderers are not allowed to submit multiple or alternative tenders.
- (8) The Public Procurement Board is not bound to accept the lowest or any tenders and has the right to accept or reject any tender offers.
- (9) Tenderers must complete the Form of Tender and return this with their tender submission. The currency for completing the Form of Tender is Eastern Caribbean Dollar. Tenders in other currencies will be rejected. The exchange rate to be used shall be that pertaining 14 days prior to the date for submission of tenders.

Submitting a Bid/Tender

There are Two (2) options for submitting a tender:

- **Electronic tender submissions can be uploaded via the Mytenders Portal at <https://www.mytenders.co.uk/>**
If you are intending to make an electronic submission to this tender, please register your interest on mytenders at the earliest opportunity. Please ensure that you allow sufficient time to upload your documents.
- Hard copies can be submitted by hand – Please follow the instructions set out below;

Submitting a hard copy of your tender

You will need two plain envelopes for the Tender submission

You must follow these instructions, failure to do so may result in the proposal being non-compliant and not considered any further.

Envelope 1. 📁

Follow the steps written below:

1. Write the name of the Bidder (Tenderer, Supplier) on this envelope
2. Write the name of the project and the address on the envelope as written below;

Supplier Name (*Your Company Name*)

**Tender for the One (1) Commuter Bus for the Royal Montserrat Police Service
The Chairman, Public Procurement Board
Ministry of Finance and Economic Management
P.O. Box 292, Brades, Montserrat, MSR1110**

3. Now put this envelope into another plain envelope (Envelope 2.)

Envelope 2. 📁

Continue following the steps below:

4. Envelope 1 should now be inside this envelope (Envelope 2), seal the envelope and then write the Project Title and address for Tender return.;

**Tender for the One (1) Commuter Bus for the Royal Montserrat Police Service
The Chairman, Public Procurement Board
Ministry of Finance and Economic Management
P.O. Box 292, Brades, Montserrat, MSR1110**

**NB: Envelope 2 must not have the Bidders name on it or any other markings. Failure to comply with this requirement will lead to your submission being deemed non-compliant and not considered any further.*

Tenders are to be delivered to the address above. Tenderers will be given a receipt.

3.0 SCOPE OF WORKS

The Royal Montserrat Police Service is seeking bids to supply One (1) Commuter Bus, inclusive of after sales supporting services, warranty and essential spare parts to effect preventative

maintenance during the initial 12 months of operation. The vehicle must conform to the specifications provided in this tender document. Tenderers are required to provide an overall price for the vehicle taking into account the following considerations as outlined in the vehicle listing:

(a) Provision of Service:

Cost associated with acquiring the specified vehicle and spare parts necessary to affect preventative maintenance during the initial 12 months of operation. This cost should also include shipping with adequate insurance coverage to Port Little Bay, Montserrat.

(b) Warranty:

Type of warranty and information on how warranty obligations are to be carried out during the time period offered.

(c) Training:

Provision of on-site operation and maintenance training before and after the commissioning of the vehicle.

(d) Documentation:

Provision of all documents pertaining to the vehicle and other equipment which form part of this tender to include, but not limited to, maintenance manuals, operation manuals, a comprehensive list of recommended spare parts should be provided during the said warranty period provided and warranty details.

Specification Summary Table

The following table provides guidelines and specifications of the type of vehicle required; its functionality and intended use. Tenderers are required to provide the necessary documentation to clearly describe the vehicle being offered and to demonstrate that they meet or exceed the technical specification provided in the summary table, their ability to provide post-sales technical support, particularly training and how this vehicle meets all other requirements of the tender.

- The available colour or colours of the vehicle.
- Type and make of the vehicle.
- Year of manufacture (the vehicle must be new)
- Chassis and body configuration of the vehicle

Minimum Supporting Documents

- (1) Brochures
- (2) Data Sheets
- (3) Detailed quotation fully inclusive of delivery to Montserrat.
- (4) Terms of warranty.

Failure to provide the above information will invalidate your tender

Specification of Vehicles Table

Equipment Type	Equipment Specifications	Vehicle Purpose	Cost of Vehicle/ Warranty/ Training/ (XCD\$)	Equipment Delivery Schedule (Wks)	Supportive Document Ref No
COMMUTER BUS	<p><u>ENGINE</u> Internal Combustion, Naturally Aspirated or Turbocharged, Water Cooled, Diesel Engine. Minimum Brake Horse Power (BHP): 100 hp.</p> <p><u>TRANSMISSION</u> 5/6-Speed Manual Transmission</p> <p><u>DRIVE TRAIN</u> Drive 2WD - Rear Wheel Drive Wheel Base Min. – 2850 mm</p> <p><u>STEERING</u> Power Assisted Rack and Pinion</p> <p><u>SUSPENSION</u> Front: Independent, double wishbone type, coil springs, gas dampers and jointed mount anti-roll bar Rear: Rigid live axle, leaf spring and double-acting gas damper units</p> <p><u>BRAKES</u> Anti-lock Braking System Front: Ventilated Discs Rear: Drums/Ventilated or Solid Discs</p> <p><u>FEATURES</u> Air Conditioning Colour- dark blue Standard Cabin Accessories Seating Capacity – 14-16 Passengers High Roof</p>				

3.0 FORM OF TENDER

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

Dear Sir/Madam,

Re: Tender for the Supply of One (1) Commuter Bus for the Royal Montserrat Police Service

I/We the undersigned undertake to supply and deliver one vehicle as described in the tender outlined in the above captioned project in accordance with the general conditions of vehicle specifications as provided in the tender documents for the sum of:

EC\$.....

If my/our tender is accepted, I/We undertake to complete the supply and delivery of the vehicles within ____week/s from the date of receipt by me/us of the official award of contract. I/We understand that I/We shall not be reimbursed for any cost that may have been incurred in compiling and submitting this tender. I/We confirm this tender shall remain valid for a period of 60 days from the date of submission of this tender.

Name:.....

Signed.....

Name of firm (If Applicable)

Address.....

.....

Tel No:

Fax No:

Date:

4.0 EVALUATION OF TENDER

Evaluation Criteria

The following evaluation criteria will be used to evaluate tenders received in response to this Invitation to Tender. Tenders must achieve a minimum overall score of 70 to be considered for award of contract.

Criteria Description	Score
Administrative compliance	Pass/Fail
Adherence to Technical Specification (<i>minimum required score</i>)	35
Warranty length and inclusiveness	10
Technical Support/ Training (before and after sales)	15
Availability (Delivery Time)	10
Price	30
Maximum Technical Score	100%

Tenderers that fail to meet the minimum technical specification will not be considered as responsive to the tender requirements regardless of other technical scores). Only those tenders achieving the minimum overall technical score will be considered for award of contract.

Technical Specifications (35)

Adherence to technical specification is paramount. However, consideration will be given to chassis and body robustness, manoeuvrability, comfort level of occupants and enhanced safety features. Marks will be awarded depending on the degree of compliance with the technical specifications as compared with the other tenders.

Warranty Length & Inclusiveness (10)

Tenderers should provide in their tender the terms and condition and length of any warranty provided with the sale of the vehicle. Marks will be awarded on the basis of warranty length and the comprehensiveness of coverage. The score for this criterion will be calculated in proportion to warranty submissions from other tenders. The fullest warranty offering will be awarded 15 points and all other bids will be scored proportionally with shorter and less-inclusive warranties scoring lower marks.

Technical Support / Training (before and after sales) (15)

The maximum mark will be awarded to the best technical support and training offered among all tenders, so that preference will be given to those suppliers that can provide intensive pre- and post-sale training to the Client's maintenance personnel, in addition to other essential after sale services such as the availability of spare parts. The percentage to be assigned to all other tenderers will be calculated proportionately to the tender that offered the most extensive technical support and training.

Availability (Delivery Time) (10)

The maximum mark will be awarded to the tenderer providing the shortest delivery time for the vehicles and all spare parts to Montserrat. The mark to be assigned to all other tenderers will be calculated proportionately to the tender that offered the shortest delivery time for all items.

Price (30)

The tendered price is a significant factor and the Government of Montserrat will seek to ensure that the vehicles are purchased at the most economically advantageous price. However, only those tenderers achieving the minimum score of the technical specification and the minimum overall technical score will have their financial bids opened. The Government of Montserrat is not bound to accept the lowest or any tender. The percentage for this criterion will be calculated proportionately in comparison to other price submissions from tenders. The price should be inclusive of insurance to Montserrat (i.e. CIF Montserrat).

All tenders failing to achieve these minimum scores will be considered non-responsive and will be rejected.

Acceptance/Rejection of Tenders

The Government of Montserrat is not bound to accept the lowest or any tender. The percentage for this criterion will be calculated proportionately in comparison to other price submissions from tenders. The price should be inclusive of insurance to Montserrat (i.e. CIF Montserrat).

5.0 GENERAL CONDITIONS OF CONTRACT

This Agreement is made the..... day of..... 2019 between the GOVERNMENT OF MONTSERRAT having its headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by the Commissioner of Police, hereinafter referred to as "GOM") of the one part and

(Supplier's Company)....., whose address is

.....

..... Acting herein and represented by (name of Representative)

..... (Hereinafter referred to as "the Supplier") of the other part.

INTERPRETATION:

The Contract means the agreement concluded between the GOM and the Supplier, including all qualifications, stipulations and provisions and any other documents which may be incorporated or referred to herein;

The Contracting authority means the Royal Montserrat Police Service (RMPS) of the Government of Montserrat.

The Supplier" means the company/ companies/ individual that is responsible for carrying out the requirements of the contract.

The Contract Price means the gross price to be paid by GOM.

The supply and delivery to Port Little Bay of one (1) vehicles (One (1) Commuter Bus) and the training provided to staff along with one year's spare parts, or where referred to in the contract as "services" means all work which the Supplier is required to undertake in the performance of this contract.

The Specification means the GOM's requirements for the supply of one (1) vehicle (**One (1) Commuter Bus**), details of which have been provided in this tender document.

VARIATIONS OF CONDITIONS

The supply and delivery of the four vehicles shall be carried out in accordance with these Conditions and expressed requirements and no amendment or variation either to the terms and conditions or to the requirements shall be made unless agreed in writing between the parties and incorporated into this agreement.

COMPLETE AGREEMENT

This Agreement supersedes any prior Agreement between the parties whether written or oral relating to the subject matter hereof, but without prejudice to any rights which have already accrued

to either of the parties. This Agreement shall be governed by the laws of Montserrat in every particular and shall be deemed to be made in Montserrat.

FORCE MAJEURE

Both parties shall be released from their respective obligations in the event of national emergency, natural disaster, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this Agreement impossible whereupon all money due under this agreement shall be paid immediately.

NOTICES

Any notice required to be served under this Agreement shall be in writing and may be served by electronic mail to the correct address, facsimile transmission to the correct number, post or hand delivery to the last known business address of the party upon whom it is being served. Notice shall be deemed to have been effected within 24 hours of the date of sending of the notice when sent by electronic mail or facsimile transmission, within 72 hours of the date of posting of the notice when sent by post and upon delivery when hand delivered.

A notice shall be delivered as follows:

A. if to the Supplier, to:

Name
Designation
Address
Tel: No
Fax
Email

B. if to the GOM, to:

Name: Steve Foster, Commissioner of Police
Royal Montserrat Police Service
Government Headquarters
Brades
Montserrat
Tel: (664) 491-2555
Fax: (664) 491-8013
Email: police@gov.ms
Email: fosters@gov.ms

MEDITATION AND ARBITRATION

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Montserrat. The parties shall share any costs and fees other than attorney fees associated with the mediation equally.

SIGNATURES

Each party represents and warrants that on this date they are duly authorized to bind their respective principals by their signatures below.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above with full knowledge of its content and significance and intending to be legally bound by terms hereof.

A. SUPPLIER

Name.....
Designation.....
Signature.....
Witness Name.....
Designation.....
Signature.....

B. GOM

Name.....
Designation.....
Signature.....
Witness Name.....
Designation.....
Signature.....

6.0 RESPONDENT'S IDENTIFICATION / DETAILS

A	PERSONAL INFORMATION
COMPANY NAME----- REGISTRATION NUMBER ----- COMPANY ADDRESS----- ----- CONTACT PERSON----- POSITION----- TELEPHONE NUMBER- ----- FAX NUMBER----- WEBSITE----- -- EMAIL ADDRESS:----- _____ _____	

B	QUESTIONNAIRE	
1	Your entity operates as which one of the following?	Sole Proprietorship
		Partnership
		Limited Liability
		Others
2	How many years has your entity been in operation?	(0-1)
		(1-3)
		(3-5)
		(5-10)
		(10 & Over)
3	Number of Employees with your entity?	(1-5)
		(6-10)
		(11-15)
		(16 & Over)
4	How many similar contracts has your entity successfully completed in the last 2 years?	(1-3)
		(4-6)
		(7-9)
		(10 & Over)
5	What is the highest sum of any of the contracts completed in the last 2 years?	(50-100)k
		(101-200)k
		(201-400)k
		Over 400k
6	Has your entity failed to complete a contract for a public or private entity in the last 5 years?	Yes
		No

(TICK WHERE APPLICABLE ABOVE)

D	SIGNATURE
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I hereby certify that the information outlined in this document is true and accurate to the best of my knowledge and belief. I understand false statement may result in denial of a contract and possible debarment from future prospects.

Signature of Company representative

Company Name/Stamp

Date

7.0 TENDER CHECKLIST

The following documents should be provided for a contractor's bid to be valid. Bidders are asked to supply and tick off the following information. Failure to provide any of the stated documents may result in the bid being considered noncompliant and rejected:

1. Completed Vehicle Price sheet outlining individual vehicle cost.
2. Vehicle model brochure providing equipment meeting required specifications.
3. Completed and signed Form of Tender. The form of tender document shall be signed by the person legally authorized to bind the firm to a Contract. The complete tender sum should be clearly written and included in the Form of Tender.
4. Identification details of the Tenderers business
5. Statement of capability for the provision of technical support and training
6. Copies of required credentials
7. Detailed price sheet itemizing unit cost for spares and vehicles
8. Evidence of similar contracts over the past two (2) years
9. Tax/Social Security compliance certificate (if locally based)
10. Signed Anti-Collusion Statement

.....
Signed by Tenderer

GOVERNMENT OF MONTSERRAT
TENDER SUBMISSION ANTI-COLLUSION CERTIFICATE

I/WE CERTIFY THAT THIS TENDER IS MADE IN GOOD FAITH, AND THAT WE HAVE NOT FIXED OR ADJUSTED THE AMOUNT OF THE TENDER BY OR UNDER OR IN ACCORDANCE WITH ANY AGREEMENT OR ARRANGEMENT WITH ANY OTHER PERSON. I/WE ALSO CERTIFY THAT WE HAVE NOT AND I/WE UNDERTAKE THAT WE WILL NOT BEFORE THE AWARD OF ANY CONTRACT FOR THE WORK:

DISCLOSE THE TENDER PRICE OR ANY OTHER FIGURES OR OTHER INFORMATION IN CONNECTION WITH THE TENDER TO ANY OTHER PARTY (INCLUDING ANY OTHER COMPANY OR PART OF A COMPANY FORMING PART OF A GROUP OF COMPANIES OF WHICH I AM/WE ARE A PART OF) NOR TO ANY SUB-CONTRACTOR (WHETHER NOMINATED OR DOMESTIC) NOR SUPPLIER (WHETHER NOMINATED OR DOMESTIC) OR ANY OTHER PERSON TO WHOM SUCH DISCLOSURE COULD HAVE THE EFFECT OF PREVENTING OR RESTRICTING FULL COMPETITION IN THIS TENDERING EXERCISE

ENTER INTO ANY AGREEMENT OR ARRANGEMENT WITH ANY PERSON THAT THEY SHALL REFRAIN FROM TENDERING, THAT THEY SHALL WITHDRAW ANY TENDER ONCE OFFERED OR VARY THE AMOUNT OF ANY TENDER TO BE SUBMITTED OR OTHERWISE COLLUDE WITH ANY PERSON WITH THE INTENT OF PREVENTING OR RESTRICTING FULL COMPETITION

PAY, GIVE OR OFFER PAY OR GIVE ANY SUM OF MONEY OR OTHER VALUABLE CONSIDERATION DIRECTLY OR INDIRECTLY TO ANY PERSON FOR DOING OR HAVING DONE OR CAUSING OR HAVING CAUSED TO BE DONE IN RELATION TO ANOTHER TENDER OR PROPOSED TENDER FOR THE WORK ANY ACT OR THING OF THE SORT DESCRIBED AT I), II) OR III) ABOVE.

I/WE FURTHER DECLARE THAT I/WE HAVE NO KNOWLEDGE EITHER OF ANY SUM QUOTED OR OF ANY OTHER PARTICULARS OF ANY OTHER TENDER FOR THIS CONTRACT BY ANY OTHER PARTY.

I/WE FURTHER CERTIFY THAT THE PRINCIPLES DESCRIBED ABOVE HAVE BEEN, OR WILL BE, BROUGHT TO THE ATTENTION OF ALL SUB-CONTRACTORS, SUPPLIERS AND ASSOCIATED COMPANIES PROVIDING SERVICES OR MATERIALS CONNECTED WITH THE TENDER AND ANY CONTRACT ENTERED INTO WITH SUCH SUB-CONTRACTORS, SUPPLIERS OR ASSOCIATED COMPANIES WILL BE MADE ON THE BASIS OF COMPLIANCE WITH THE ABOVE PRINCIPLES BY ALL PARTIES.

I/WE ACKNOWLEDGE THAT ANY BREACH OF THE FOREGOING PROVISIONS SHALL LEAD AUTOMATICALLY TO THIS TENDER BEING DISQUALIFIED AND MAY LEAD TO CRIMINAL OR CIVIL PROCEEDINGS. THE GOVERNMENT OF MONTSERRAT SHALL TREAT ANY TENDER RECEIVED IN CONFIDENCE BUT RESERVES THE RIGHT TO MAKE THE SAME AVAILABLE TO ANY OTHER FUNDING ORGANISATION OR STATUTORY REGULATORY AUTHORITY EITHER HAVING JURISDICTION OVER THE WORKS OR WHO MAY NOW OR AT ANY TIME IN THE FUTURE HAVE STATUTORY POWER TO REQUIRE DISCLOSURE OF THIS TENDER.

IN THIS CERTIFICATE, THE WORD 'PERSON' INCLUDES ANY PERSONS AND ANY BODY OR ASSOCIATION, INCORPORATED OR UNINCORPORATED; ANY AGREEMENT OR ARRANGEMENT INCLUDES ANY TRANSACTIONS, FORMAL OR INFORMAL AND WHETHER LEGALLY BINDING OR NOT; AND 'THE WORK' MEANS THE WORK IN RELATION TO WHICH THIS TENDER IS MADE.

SIGNATURE..... IN CAPACITY OF
.....

DATE.....2016

DULY AUTHORISED TO SIGN TENDERS AND ACKNOWLEDGE THE CONTENTS OF THE ANTI-COLLUSION CERTIFICATE FOR AND ON BEHALF OF:

NAME OF FIRM.....

FULL POSTAL ADDRESS.....

TELEPHONE NO..... FAX NO