Government of Montserrat

Invitation to Tender

Montserrat Passenger Ferry Service
(Peak Season Operational Support Only)

September 2025

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1.0 INTRODUCTION

1.1 Purpose of This Document

This Invitation to Tender (ITT) is supplied by the Government of Montserrat (GOM) to assist potential suppliers in the preparation and submission of Tenders in connection with the supply and operation of **Passenger Ferry Services** to and from Montserrat during the peak season (November 2025 to April 2026).

1.2 Disclaimer

The information contained in this document is believed to be correct at the time of issue but neither GOM nor their advisors will accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. GOM reserves the right to amend or vary any area of this document during the course of the procurement.

1.3 Confidentiality

All information provided in this document, particularly financial information, shall remain confidential between the bidder and GOM and its advisors. GOM will not share this information with any other organisation or Public Bodies without the permission of the bidder. Similarly, bidder must treat all information provided by GOM and its advisors as confidential.

Bidders are required to respect the confidentiality of the process and must not seek to gain advantage by discussing this process or any potential tender with the press, any UK or GOM official involved in the process or the UK Foreign, Commonwealth Development Office (FCDO). Under no circumstances should direct contact be made with anyone else regarding this process without the prior arrangement or agreement of the GOM Head of Procurement. Failure to observe this confidentiality may result in disqualification from the tender process.

All information supplied by the Contracting Authority in connection with this ITT shall be regarded as confidential except that such information may be disclosed for the purpose of obtaining sureties and quotations necessary for the preparation of responses to this Request for Tender.

1.4 Communications

All communications should, in the first instance, be sent by email to:

Name	Alfredo J. Landaeta
Title	Head Government Procurement Services
Email	procurement@gov.ms

1.5 Participation

Tenders must be submitted by, or on behalf of, the proposed provider of the services. No change in the identity or composition of the Bidder (including the identity or composition of any partner in a consortium or of any sub-contractor to the Bidder) is permitted during the procurement process unless GOM has given its prior approval in writing.

GOM is not bound to accept any Tender. Nothing in this ITT shall oblige GOM to award the Contract and GOM reserves the right at any time and in the sole discretion to reject any Tender and/or terminate discussions and negotiations with any one or more Bidders.

1.6 Contract Term

The Government requires a contract for **operational support** Passenger Ferry Services with cargo capability for a 6-month short-term period from 1st November 2025 to 30th April 2026. This operational support will cover the cost of, Agency services to include (Ticketing and vessel facilitation) and supporting services to include fuel, docking charges and port fees. For details on the scope of this contract, please refer to section 8 of this document.

1.7 Authorities

The Authority concerned with this Tender is the Government of Montserrat (GOM). The procurement procedure will be managed in accordance with the Public Finance Management and Accountability (Procurement) Regulations SRO 27 of 2019, a copy of which can be found at https://tenders.gov.ms/publications

1.8 Contract Award

GOM will award a contract on the basis of the award criteria detailed within Section 7 (Evaluation of Tenders) of this document.

Once GOM has reached a decision in respect of a contract award, it will notify all Bidders of that decision before entering into any contract.

Contract award is subject to the formal approval process of GOM through the Public Procurement Board. Until all necessary approvals are obtained no Contract will be entered into.

1.9 Currency of the Financial Proposal

Tenders must be expressed exclusively in United States Dollars (US$).

1.10 Language

The Tender and all correspondence and documents related to the Tender exchanged by the Bidders and GOM must be written in English and be presented as a clear readable word-processed document or equivalent, with clearly distinguished fonts, headings and separating chapters.

1.11 Tender costs

Each Bidder will bear its own costs of tendering and negotiation and any tendering and negotiations will be entirely at the Bidder's risk.

GOM bears no liability whatsoever for the outcome of any negotiation and shall not be liable

for any costs or losses (including any loss of profit) incurred by any Bidder in connection with this procurement, including any costs or losses (including any loss of profit) as a result of the procurement being amended or terminated by GOM.

1.12 Cancellation of tender

The Government of Montserrat reserves the right to cancel this proceeding at any time, without prejudice. Bidders will be notified in writing of the cancellation by GOM, via addendum published in GOM's websites.

1.13 Ownership of tenders

GOM retains ownership of all Tenders received. Consequently, Bidders have no right to have their Tenders returned to them.

1.14 Tax Compliance

If locally based, the bidder must submit a Tax Compliance Certificate from Inland Revenue along with the bidding documents. In the case of a sole trader, the Tax Compliance Certificate should be issued in that individual's name. However, where the sole trader is trading using a business name, the Tax Compliance Certificate should be issued in the business name. In the case of a company, the tax compliance certificate should be issued in the name of the Company". It is therefore incumbent on the bidder to ensure that the Tax Compliance Certificate is issued in the correct name. Diligent checks will be made with the Inland Revenue Department and the Financial Services Commission to verify the accuracy of certificates. Tenders received with improper Tax Compliance Certificates would be rejected.

All Services 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. For further information please contact Montserrat Customs & Revenue Service (MCRS) via email at irev@gov.ms or review relevant tax information at:
i. https://www.gov.ms/wp-content/uploads/2020/06/Income-and-Incorporation-Tax-Act.pdf
ii. https://www.gov.ms/wp-content/uploads/2024/01/Act-No.-13-of-2023-Tax-Administration-Act-2023.pdf

2.0 TENDER REQUIREMENTS

Tenders will be evaluated against the Government's requirements.

The Evaluation Criteria in **Section 7** will be used to evaluate tenders received. The Administrative Compliance will be applied before the remaining criteria and is either pass or fail, with failure meaning that tenders would be deemed Non-compliant.

Bidders must first achieve a Technical Pass Mark of at least forty-five (45) points out of sixty (60). Only those meeting this pass mark will have their Financial Proposals opened and scored. Final ranking is based on the Combined Score out of one hundred (100), calculated by adding the Technical Score (weighted at sixty percent (60%)) and the Price Score (weighted at forty percent (40%)) as determined in Section 9 (Price Scoring). To be eligible for award, a Bidder must obtain a Combined Score of at least seventy (70) points and be the

highest-ranked Bidder meeting this threshold. Bidders below the Technical Pass Mark or the Combined Score threshold are ineligible for award.

2.1 Submissions

Ensure that all the information included in the Tender Checklist is submitted.

2.2 The key dates for this procurement are currently anticipated to be as follows:

1) All dates shown are estimates and are stated for planning purposes only. GOM

Project Details	Deliverables
Invitation to Tender for Montserrat: Passenger Ferry Service. **Peak Season and Longer Term**	Date Published on Government of Montserrat Website https://tenders.gov.ms and www.mytenders.co.uk portal Monday, 15th September 2025
Contract Period	Six (6) Months from November 1 2025 to April 30 2026
Access to the ITT Suite of Documents	This ITT can be downloaded from the Government of Montserrat website at https://tenders.gov.ms or at www.mytenders.co.uk Electronic tenders can be submitted via the myTenders Portal at 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.
Clarification deadline and contact details	Friday 3rd October 2025 no later than 12:00 midday (Eastern Caribbean Time, UTC-4) Email: procurement@gov.ms
ITT submission deadline	Wednesday, 15th October 2025 no later than 12.00 midday (GMT-4)
Opening of Bids	Wednesday, 15th October 2025 at 2:30pm (Eastern Caribbean time) (UTC-4)
Tender Submission address	The Chairperson Public Procurement Board, Ministry of Finance and Economic Management, Brades, Montserrat
Contract Commencement – this is an indicative date and may be subject to change	01st November 2025

2) reserves the right to amend or terminate the procurement procedure or change the

timings outlined in this ITT. Bidders should periodically check https://tenders.gov.ms and www.mytender.co.uk for any updates and addenda published.

3) Depending on the requirements of Bidders, GOM is willing to reconsider the stated deadlines to allow a further round of requests for clarification if required. During the procurement process it is up to bidders to check the GoM Website https://tenders.gov.ms and www.mytender.co.uk for updates.

4) Any changes to the procurement timetable shall be published as an Addendum on both websites previously mentioned.

3.0 THE INVITATION TO TENDER (ITT)

3.1 Purpose of the ITT

1) This ITT contains full details of the procurement process, the minimum level of service to be provided together with the **Evaluation Criteria** that will allow GOM to award a contract.

2) Potential bidders are invited to submit proposals for the following:

(November 2025 to April 2026) Peak Period 6-month Contract
This service entails passenger and cargo transport operations with a fully crewed vessel on the primary Montserrat to Antigua route for 5-6 days per week, to include route extension(s) to St Kitts and/or Nevis once or twice or week.

The Government of Montserrat will meet the cost of fuel and Agency Services, port charges and docking fees with the operator retaining the revenue collected. The operators bid will be based on the cost of running the operation for the period of 6 months and will submit to the Government of Montserrat its bid for operational cost for the period. The revenue generated by the operators will be retained by the operator as renumeration.

The Operator should note their ticket price point should be indicated in the operator's financial proposal for both Single and Return journeys. The ticket price will be an indicative price as a final price will be agreed with the Government of Montserrat before the service can be implemented.

This service involves passenger and cargo transport operations using a fully crewed vessel. The Operator will be responsible for managing the service end to end to include managing the cost of fuel, Agency Facilitation Services, docking fees, while retaining all revenue collected from the operation. However, if the Bidder's proposal is deemed feasible and demonstrates substantial social and economic benefits for Montserrat, the Government will offer financial operational support. This support would be aimed at ensuring the sustainability of the service and preventing potential market failure.

The Government will carefully evaluate proposals based on their overall impact, including contributions to the local economy, job creation, and enhanced connectivity with neighbouring islands. Proposals that provide clear benefits to Montserrat, both socially and economically, will be given strong consideration.

3) Please read instructions to Bidders before completing your submission. Failure to follow instructions may result in your tender being deemed non-compliant and being rejected.

   If you require any clarification please write to Mr Alfredo J. Landaeta, Head Government Procurement Services, at procurement@gov.ms no later than **Friday, 3rd October 2025.**

4.0 THIS ITT

Bidders must provide a detailed proposal for operating the Passenger Ferry Service in their Tender Submission. Bidders should note that the operational details, service standards, passenger ferry certification requirements and other statements on service provision and legislative compliance made by the Bidder as part of their proposals will form a binding part of the final Contract for the operation of the Services. The vessels must have good sea keeping capabilities and be of modern design to fit into our existing dock arrangements in Little Bay Port, Montserrat, and to meet the demand of our evolving tourism industry.

5.0 INSTRUCTIONS TO BIDDERS

Bidders should read these instructions carefully before completing and submitting their tender. Failure to comply with these requirements for completion and submission may result in the rejection of their tender. Bidders are advised therefore to acquaint themselves fully with all the provisions of this document. Bidders and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Government, other than the ITT Contact, concerning matters regarding this ITT. Failure to adhere to this rule may result in the disqualification of the bidder and the rejection of the bidder's proposal.

Submitting a Tender

There are **two (2) options** for submitting a tender:

- Electronic submissions can be submitted via the myTenders Portal at https://www.mytenders.co.uk/
  a. 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.
  b. Bidders are asked to ensure that documents are uploaded under the appropriate heading, which you have registered for.
- **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 (2) plain envelopes for the Tender submission.

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

Envelope 1.

Follow the steps written below:

a. Write the name of the Bidder (Bidder, Supplier) on this envelope

b. Write the name of the project and the address on the envelope as written below:

Bidder's Name

Invitation to Tender for Montserrat Passenger Ferry Service (Peak Season)

The Chairperson
Public Procurement Board
Ministry of Finance and Economic Management
Brades
Montserrat, MSR1110

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

Envelope 2 
Continue following the steps below:

Envelope 1 should now be inside this envelope (Envelope 2), seal the envelope and then write the following as per below:

Invitation to Tender for Montserrat Passenger Ferry Service (Peak Season)

The Chairperson
Public Procurement Board
Ministry of Finance and Economic Management
Brades
Montserrat, MSR1110

NB: Envelope 2 must not have the Bidder's 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 no later than **12:00 midday (GMT-4) on Wednesday, 15th October 2025.**

Bidders will be given a receipt.

6.0 GUIDANCE NOTES

1. The Montserrat General Conditions of Contract will be adopted for this Contract. These are attached as **Appendix A**. Bidders are advised to satisfy themselves that they understand all the requirements of the Contract before submitting their Tender.

2. Bidders must complete the Form of Tender, Document Check List, and Anti-Collusion Statement.

3. To constitute a compliant tender, Bidders must submit Priced and Signed Form of Tender, Tender Checklist, Tax Compliance Certificate and all other required documentation in each submission. Failure to fully complete these documents will lead to tenders becoming non-compliant and rejected.

5. Tenders/Bids must be returned in line with the instructions for submitting a Tender/Bids. **Late submissions will not be considered.**

6. Bidders are to provide all document or information requested as part of their tender submission. Bidders must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.

7. All tenders will be arithmetically checked; any errors will be brought to the bidder's 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.

8. Bidders are not permitted to submit alternative tenders.

9. All proposals shall be denominated and submitted either in Eastern Caribbean Dollars (XCD) or United States Dollars (USD). Tenderers are required to provide a full breakdown of all figures, disaggregating costs to the greatest extent practicable. Such breakdown shall expressly identify and quantify any taxes, duties, levies or other statutory charges anticipated in connection with the provision of goods or execution of works/services.

10. The Government of Montserrat is not bound to accept the lowest tender/bid and has the right to accept and reject any tender/bid offers.

11. Validity Period - The tenders/bids must remain valid for acceptance for a minimum of **six (6) months** after the submission deadline, to allow time for evaluation, selection and any unforeseen delays. Should circumstances arise that require an extension to this period,

12. Bidders must be completed in the English language or a full English translation provided at no cost to the GoM.

13. In completing Tender/Bid submissions and/or requesting clarification, Bidders must refer to the numbering format/section as set in the ITT.

14. Additional Information:

    - **Environmental Issues:** The GoM is committed to the protection of the environment and the promotion of sustainable environmental development. Potential Bidders should note the various obligations contained within the Contract, which will ensure that the successful Potential Bidder will provide the Contract in a non-detrimental manner to the environment.

    - **Equalities & Diversity:** The GoM is committed to providing its services in a way, which promotes equality of opportunity at every possibility. It is expected that the successful Potential Bidder will be equally committed to equality and diversity in its service provision and will ensure compliance with all anti-discrimination legislation. Potential Bidders should note that the successful Potential Bidder would be asked to contract with the GoM to ensure that they adhere to these obligations and that the GoM will be able to monitor its compliance throughout the Contract Period. The GoM

expects each Potential Bidder to state whether they would agree to be bound by such contractual obligations.

- **Financial Guarantee:** The GoM reserves the right to require the successful Potential Bidder to provide as security for the performance of the Contract, a performance bond or otherwise or as an alternative, require the parent company of the successful Potential Bidder to guarantee the performance of the Contract prior to the award of the Contract

- **Sub-Contracting and Consortia Arrangements:** Where a sub-contracting approach is proposed, all information requested should be given in respect of the prime contractor.
  Where sub-contractors will play a significant role in the delivery of the services or products under any ensuing contract, please indicate in a separate annex (by inserting the relevant company/organization name) the composition of the supply chain, indicating which member of the supply chain will be responsible for the elements of the requirement.
  It is recognized that arrangements in relation to sub-contracting may be subject to future change. However, Potential Bidders should be aware that where sub-contractors are to play a significant role, any changes to those sub-contracting arrangements may constitute a material change and therefore may affect the ability of the Potential Bidder to proceed with the procurement process or to provide the goods and/or services.
  If the Potential Bidder is a consortium, the following information must be provided:
    - Full details of the consortium; and
    - the information sought in respect of each of the consortium's constituent members as part of a single composite response.
    - Potential Bidders should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium in a separate annex. If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided in the annex. However, please note the GoM reserves the right to require a successful consortium to form a single legal entity.
    - The GoM recognizes that arrangements in relation to consortia may (within limits) be subject to future change. Potential Bidders should therefore respond in the light of the arrangements as currently envisaged. Potential Bidders are reminded that any future proposed change in relation to consortia must be notified to the GoM so that it can make a further assessment by applying the selection criteria to the new information provided.

- **Sustainability:** The GoM has a statutory requirement to ensure compliance with a number of corporate considerations when providing its services either directly or via a third party. Consequently, the GoM is looking for a commitment within Tenders to assist the GoM in the following duties: Health and Wellbeing; Our Local Economy; Smarter Travel; Environmental Issues. Potential Bidders should note that the successful Bidder would be asked to contract with the GoM to ensure that they adhere to these obligations and that the GoM will be able to monitor its compliance throughout the Contract Period. The GoM expects each Potential Bidder to state whether they would agree to be bound by such contractual obligations.

- **Developing the Local Economy:** The sustainable development goal places an obligation on Government of Montserrat to consider how what is being procured will improve the economic, social and environmental well-being of our local area.

- **Bidder Performance:** The selected bidder may be evaluated throughout the course of service delivery in connection with any specific work or projects undertaken as a result of any agreement entered into between any bidder and the Government of Montserrat. The Government of Montserrat may also conduct periodic reviews/assessments of any selected bidder, taking into consideration, in addition to specific work related to the project undertaken by the bidder, ongoing bidder staff qualifications, experience, training, and staff changes. Any evaluation/assessment will be shared with the Bidder, with the goal of immediate and permanent resolution where concerns have been raised. The Government of Montserrat reserves the right to remove from the roster any selected bidder who has been qualified by this ITT process by way of written notice if, in the sole discretion of the Government of Montserrat, based on any on-going or specific evaluation or assessment of the bidder or its performance of any work, it is deemed to be in the Government of Montserrat's best interests.

- **Payments and Deposits:** Invoices will be paid within thirty (30) days from the receipt of the invoice, subject to approval by Permanent Secretary to the Office of the Premier.

- **Indemnification:** The Successful bidder agrees to indemnify and save harmless the Government of Montserrat, its councillors, officers, agents, representatives, and employees, against all suits or claims, requests, legal action and liability regardless of the nature and expenses sustained from injuries or death or any damages or loss to property as a result of the usage of premises or in the execution of the Successful Bidder functions arising from this contract except to the extent of the Government of Montserrat's gross negligence. At no time will the Government of Montserrat be responsible for any injury sustained by the Successful Bidder, their employees or any person on the Government of Montserrat's premises, nor will the Government of Montserrat be responsible for any loss, including loss of profits or damage caused to the goods of the Successful Bidder, their employees or any other person, including damage to vehicles and their contents, while these goods are on the Government of Montserrat's premises or site. The Government of Montserrat shall not be liable for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit of the Successful Bidder arising out of or in any way related to this ITT or subsequent contract.

7.0 EVALUATION OF BIDS

The following evaluation criteria will be used to evaluate Tenders received in response to this ITT. The Administrative Compliance would be applied before the remaining criteria and is either pass or fail, with failure meaning that bids would be deemed Non-compliant. Bidders must achieve a minimum score of 45 points of the total technical score of 60 points to qualify for the financial evaluation and to be considered for award of contract.

EVALUATION CRITERIA	WEIGHT %
Stage 1. Administrative Compliance – refer to Section 7.1	PASS/FAIL
Stage 2. Minimum Technical Requirements - see Sections 8.2.1 and 8.2.2	PASS/FAIL
Stage 3. Bid submissions which do not satisfy the requirements (pass) for either Stages 1 and 2, will be disqualified and not proceed to Stage 3 (or the Evaluation stage). *Bids shall be evaluated to a total score of 100 Points. The technical evaluation has a total score of 60 points and the financial proposal has a total score of 40 points*	

Technical Evaluation – 60 Points	
Bidder to submit an Operational Plan that should the following areas, as minimum: • Include points referred in sections 8.2.6, 8.5, 8.7 and 8.11 • Arrangements for staff, staff experience (CVs - certification and experience) – refer to sections 8.14 (ii) and 8.11 (i to v) • Management and Operations of harbours, ports and shore facilities – 8.2.6, 8.4 and 8.12 • Environmental Protection – refer to section 8.10	25
Navigation and Safety Equipment and Safety Plan - refer to sections 8.3 and 8.13	20
Arrangements for passengers with disability - refer to section 8.8	5
Aesthetics and Comfort - refer to section 8.9	5
Mobilization Outline - refer to section 8.17	5
Financial Evaluation – 40 Points	
Financial Proposal – refer to section 9.0	40
TOTAL	**100**

7.1 Administrative Compliance (Pass/Fail)

Bidders must submit the following documents for stage 1 evaluation:

1. Completed Financial Proposal Form(s) (Section 9.0);
2. Completed and Signed Form of Tender (Section 10.0);
3. Completed and Signed Anti-Collusion Statement (Section 11.0),
4. Completed and signed Respondent's Identification Details (Section 12.0) and;
5. A valid Tax Compliance Certificate (if bidder is a local company).

This is a PASS/FAIL criterion. If all the above requirements are fulfilled, then the bidder would move onto the next stage of the evaluation. If any of the above-mentioned items are not submitted, then the Tender would be deemed non-compliant and rejected.

7.2 Evaluation Scoring for Stage 3 – Technical Evaluation and Financial Proposal for Lot 2

Scoring – Quality Criteria	
Rating of Response	**Score**
Very Good or Fully Compliant Submission which meets all requirements and is fully explained in comprehensive detail. Clearly includes all the information requested and instils full confidence that the Bidder has the ability to fully meet the requirements of the Contract.	9 - 10
Good or Fully Compliant Submission which meets all the requirements and is explained in reasonable detail. Includes all the information requested and instils reasonable confidence that the Bidder has the ability to fully meet the requirements of the Contract.	7 – 8

Scoring – Quality Criteria	
Rating of Response	**Score**
Satisfactory or Compliant Submission which meets the essential requirements and is explained in adequate detail. Although brief or lacking some detail, all the information requested has been supplied and the Council is relatively confident that the Bidder has the ability to meet the requirements of the Contract.	5 – 6
Weak or Partially Compliant (Minor issues) Submission which in some areas falls short of requirements and is poorly explained. Not all of the information requested has been supplied and The Council has minor concerns regarding the Bidders ability to meet the requirements of the Contract.	3 – 4
Unacceptable (Major issues) Submission which clearly fails to meet requirements and is not explained. Key information requested has not been supplied and GoM has major concerns regarding the Bidders ability to meet the requirements of the Contract.	1 - 2
Non-Compliant An answer to the question has not been provided or the Bidder has not understood the requirements of the question and therefore the answer provided does not address the question.	0

Any Bidder who achieves an 'Unacceptable' score of '0' for any of the criteria will be deemed to have failed to meet the GoM's minimum acceptable standards and therefore will not be evaluated further and will not be considered for contract award.

Any Bidder who does not achieve any declared minimum quality score of 45 points (of the total 60 points for the technical evaluation) will be deemed to have failed to meet the GoM's minimum acceptable standards and therefore will not be evaluated further and will not be considered for contract award.

The GoM also needs to be confident that the successful Bidder has a clearly identifiable organizational and financial structure to allow any remuneration on behalf of the service outlined in the Contract to be transparent, ring-fenced and auditable as part of the financial and monitoring arrangements.

8.0 TECHNICAL SPECIFICATIONS

8.1 The Requirement

The requirement is for the provision of safe sea transport services for people traveling to and from Montserrat. Submissions should set out how the Bidder intends to provide the Services, to satisfy the requirements of the Government of Montserrat.

The Operator will be responsible for ensuring that the service specification requirements are achieved in full. The overall objectives and outcomes of this ITT include:

i. flexible, consistent and frequent travel options/choices for passengers (tourists and businesses) ;

ii. safe and comfortable travel in accordance with the requirements and recommendations for International passenger carriage contained in Safety of Life

at Sea Convention (SOLAS) and relevant Montserrat / UK Maritime Laws and regulations;

iii. collaborative and coordinated working with all key stakeholders, but mainly with the Office of the Premier (Access Division). This will include the way information is shared and day to day communications;

iv. efficient fuel consumption;

v. vessel reliability, and;

vi. The Ferry Services are also intended to provide lifeline support to emergency services as needed, particularly during the vessel's scheduled operating hours. While the primary role of the ferry is for passenger and cargo transport, in the event of an emergency, the vessel should be available to assist within its regular operating schedule.

The Operator will be expected to provide emergency services with after-hours contact details to facilitate communication and coordination for this purpose. However, it is important to note that the vessel is not intended to be on call outside of its scheduled operations. Emergency support will primarily be offered during times when the vessel is already in service, and any requests for assistance outside of these hours will be handled on a case-by-case basis, depending on availability and the nature of the emergency.

8.2 Vessel to be used, Deployment, Maintenance – these are mandatory requirements

8.2.1 Sufficient details must be provided in the submission about the Vessel to enable the evaluation team to assess their suitability. The minimum requirements are:

Requirements	Evaluation criteria
1. Ferry passenger comfort is key so a minimum of at least a 25-meter ride stabilized vessel or at least 27 meter none ride stabilized vessel	Pass/Fail
2. The cabin should be enclosed and protected from the elements and weather	Pass/Fail
3. Service speed of no less than 18 knots	Pass/Fail

8.2.2 List of additional requirements/information about the Vessel:

The following details about the Vessel is required	Provide details below
a. Name and previous names of the vessel	
b. When and where built	

The following details about the Vessel is required	Provide details below
c. Flag, port of Registry	
d. The operational limitations, including weather and sea states	
e. The management company, if applicable	
f. Service Speed and Consumption	
g. Carrying Capacity and Class	
h. Copy of load line certificate	
i. Copy of last survey or valid Port State (if applicable and flag state inspection reports	
j. Location for inspection of vessel by Montserrat Maritime Authority	
k. PSSC / HSCSC - Passenger Ship Safety Certificate / High-Speed Craft Safety Certificate if appropriate (24m L and over)	
l. ISPS Code Certificate	
m. International Tonnage Certificate	
n. Engine International Air Pollution Prevention Certification	
o. International Sewage Pollution Certificate	
p. International Antifouling Certificate or Statement	
q. MLC-Maritime Labour Convention Compliance as per flag state requirement	
r. BWM - Ballast Water Management Convention (if flag had ratified)	
s. Safe Manning documents as per flag state	
t. ISSC-International Ship Security Certificate	
u. SMC and DOC – International Safety Management Certificate	
v. Dangerous goods certificate	
w. Liability coverage to include Wreck and Bunker in accordance to vessel size.	

8.2.3 The Operator will be responsible for the operational management of the Vessels, including staffing, repairs, cleaning, running maintenance (including any overhauls), insurance, etc., for the Contract period.

8.2.4 A vessel will only be approved by the Montserrat Maritime Administration if it is suitable for the operation of the Service and must be available for the duration of the Contract period (unless other acceptable arrangements are made).

8.2.5 Bidders are to note that the proposed Vessel will be subject to physical inspection by the Montserrat Maritime Administration (MMA) before being approved. Details of where this inspection can be undertaken should be provided. MMA reserves the right to inspect the vessel(S) at any time and, if the vessel(s) becomes non-compliant with statutory requirements the MMA will issue formal written notice for the operator to respond in writing within 48hrs.

8.2.6 The Operator will also be responsible for the operational management of the Vessel and overall Service which it introduces and deploys in relation to the Services, including staffing, repairs, running maintenance (including overhauls), insurance, etc., for the Contract period. Standard maintenance requirements in respect of each Vessel will be required. In respect of all Vessels utilized under this Contract, a vessel condition monitoring programme (VCMP) and customer service monitoring programme (CSMP) will be implemented and complied with the flag state surveys and inspections.

8.2.7 The Operator will be required to exercise reasonable flexibility with scheduling and trips, to respond to fluctuating passenger demands for service and cargo.

8.3 Navigation and Safety Equipment

Bidders must provide proof of availability of the equipment, tools and materials, stated below:

8.3.1 The proposed Vessel must be equipped with navigation and safety equipment, as per SOLAS requirements, mandatory:

i. Radar, GPS Plotters, Sounders, AIS transponder, radios and Marine Sat phone system and auto pilot.

ii. Offshore Survival Life Rafts, Offshore Life Jackets, EPIRB's, flares and Fire Fighting equipment to comply with LSA standards. All should be compliant with SOLAS.

8.3.2 Capable of operating in seas with Beaufort swells and wave conditions of up to two meters which should include the permit for the carriage of passengers.

8.3.3 All open deck areas are guarded with safety rail enclosures higher than 1m.

8.3.4 Propulsion, electrical and fire-fighting Equipment to comply with SOLAS requirements

8.3.5 Navigational Charts and publications

8.4 Harbour Services

8.4.1 The Government of Montserrat operates a docking, tax collection, border control and customs service, at Little Bay, Montserrat.

8.4.2 The Contractor will need to work closely with these stakeholders, when delivering its service. In advance of the service starting the Contractor and the Contracting

Authority will agree the practical day to day use of these facilities. This will include the support services available, the practicalities of accessing the facilities, the availability of space and equipment.

8.4.3 The successful bidder will be supported throughout the Contract by shore infrastructure but will provide their own personnel adequate to deal with the vessel operations, and the loading, carriage and discharge of bulk cargo, loose freight and parcels.

8.4.4 The Operator will be responsible for liaising with the Port Authorities in Antigua & Barbuda or any other country, for all aspects associated with the embarking and disembarkation of passengers and cargo.

8.5 Cargo

8.5.1 The Operator is required to provide a loose freight and parcels service which will permit the transportation of loose items such as small to medium sized packages, mail freight, frozen and perishable goods.

8.5.2 The vessel must be capable of carrying the equivalent of at least ten pallets - average pallet size 60 cubic feet (L x W x H - 40” x 48” x 53”) or 1.7 revenue tons of dry cargo, plus reasonable luggage space. These sizes are for reference only and may vary.

8.6 Reliability & Timetable

8.6.1 Emphasis is placed on the ability to deliver consistently the required level of service; hence reliability is a fundamental principle. The frequency and timing of timetables for the 6-month contract will be provided by GoM based on historical passenger movement for peak periods.

8.6.2 The frequency and timing of timetables for the 6 Months contract will be based on the Operator’s proposal as approved by GoM.

Historical data on passenger movements on the Montserrat to Antigua route primarily are provided at Appendix D.

8.7 Contract

There will be 1 contract issued for this Tender:

i. Contract will be for 6 months from November 2025 to April 2026. This contract will include financial support of auxiliary services from the GoM to include Agency facilitation, port charges, docking fees and fuel costs.

8.7.1 The Ferry Services include lifeline support to the emergency services as required and the Operator will be expected to provide the emergency services with out of hours contact details for the purpose of providing this support.

8.7.2 In addition to the sailings specified in the relevant timetables, the Operator will be required to respond to special events which temporarily create higher levels of travel requirements between the islands. These include peak periods December and March/April.

8.8 Persons with Disabilities

The Submission should include the Bidder's proposals for dealing with accessibility issues to comply with SOLAS requirements. Consideration must be given to meeting the needs of individuals with sensory/physical/cognitive or special needs for example ramps, lift or wheelchair access.

8.9 Aesthetics and Comfort

Bathroom facilities must be available for passenger use.

8.10 Environmental Protection

In order to protect the environment, the Successful bidder will be expected to develop the objectives of their Safety Management Systems, and provide an Environmental Policy as required under the IHR 2005 and the International Convention for the Prevention of Pollution from Ships (MARPOL 73/78), in consideration of the unique and special environmental factors that exist in and around the Service route. Drainage of biological waste, oil or other ship generated waste is strictly prohibited in the waters traversed by the vessel. These procedures will be guided by the MMA authority to include any limitation for port waste reception facilities.

8.11 Operational Plan - Arrangements for Staff

The Operational Plan should include:

i. Structure diagram showing lines of responsibility within the structure;
ii. Details of the Bidder's approach to crewing in relation to the Services;

Where individuals are identified for particular roles, their name, Curriculum Vitae (CV) and valid certification should be included. Where the Bidder intends to recruit new staff to fill key roles if their bid is successful this should be made clear.

Key roles for which person specifications must be provided are:

i. Captain of the Vessel
ii. Chief Mechanic
iii. First Mate

The Operator shall ensure that all staff are certificated as per STCW 95.

The crew members can communicate with the passengers and each other in English to meet the requirements of the International Safety Management (ISM) code.

All staff on Board must always wear a uniform identifying them as a member of the crew.

8.12 Operational Plan - Management and Operation of Harbours, Ports and Shore Facilities

i. Submission should set out how the Bidder will carry out responsibilities in relation to all activities associated with the day to day vessel/Harbour/Port interface including mooring, ship securement, unmooring, marshalling, loading and unloading of passengers, loose freight and parcels.

ii. Bidders must submit detailed explanation of how they intend to manage operational requirements. This will include compliance with legislative and regulatory requirements.

iii. Bidders must submit the last survey report as detailed in (1) to (4) of the Montserrat Maritime Administration – Passenger Vessel Certification requirements (refer to Appendix E).

iv. Bidder shall prepare a contingency plan that considers arrangements in the event of harbours being closed due to adverse weather conditions and/or Vessel prove unserviceable for a period of two (2) or more days.

8.13 Safety Plan

i. In support of the ISM certificate, the submission must include a comprehensive safety plan covering all aspects of the operations. The plan should address all major issues concerned with the prevention of accidents and the minimizing of their effect, and contingency arrangements in the event of a major incident.

ii. A person specification (including experience and qualifications) must be provided for the key officer responsible for Health and Safety on board every voyage and a Designated Person Ashore (DPA). Bidders may also wish to name individuals who will take up these roles. Bidders will wish to note that detailed person specifications for each role will be a part of the Contract requirements. Failure to appoint suitable individuals to key roles may result in termination of the Contract.

iii. The last survey report should be prepared by a Recognized Organization (RO) or qualified state surveyor and would often contain the last hull and machinery survey report, safety equipment/PSSC/HSC/CSCV Code survey report, condition of Class history, last non-scheduled surveys.

8.14 Quality

i. The Government of Montserrat will need to be satisfied that appropriate quality accreditation measures will be in place. Bidders are to provide in their proposals copies of any accreditation documents or certificates. (Please refer to section 8.2.2

ii. The successful bidder must designate a Quality Assurance Manager who will be responsible for Quality Assurance. This role may be filled by the Captain of the vessel if appropriately trained.

iii. Vessel will be subject to Port State Control Inspection which encompasses the requirements for PSSC and the ISPS Code certificates.

8.15 Collaborative Working

The Operator will need to facilitate close collaborative working, across a range of teams that will be critical to the success of this Contract. In this regard the smooth operation of sea passenger services to and from Montserrat is reliant on the involvement of several key stakeholders. These include Access Division and Tourism; Customs; Health officials in Montserrat, Antigua and other islands; Docking and Harbour Services in Montserrat, Antigua & other islands.

8.16 Performance Management

To ensure the maintenance of a high standard of quality and performance, it is deemed essential that both the Contractor and the Contracting Authority take proactive leadership roles in conducting regular, coordinated operations management meetings.

While the suggested frequency for such meetings is weekly, the exact schedule shall be finalized during the contract negotiations with the preferred bidder, prior to the execution of the agreement

i. To maintain a high quality of service the successful Contractor must facilitate a coordinated and integrated approach to all aspects of the service. This will require the Contractor to develop and manage collaborative arrangements with all relevant key stakeholders, e.g. through supporting regular performance and quality working groups.

ii. For the Government of Montserrat, the Permanent Secretary to the Office of the Premier will be taking on the responsibility for the overall performance and contract management aspects of this Contract, whilst ably supported by the Access Coordinator.

iii. The Government of Montserrat will monitor the Operator's performance against the requirements of the Contract. The focus of the regular reporting will be to help maintain and improve quality and performance. The Contractor shall provide monthly reports directly to the Permanent Secretary in the Office of the Premier.

iv. The Contract will contain the performance regime for the operation of the Passenger Ferry Services and deductions from the daily chartered rate will be made if the standards set out in the performance regime are not met. These arrangements will be discussed and agreed with the successful Bidder.

8.17 Mobilisation Outline

Bidders must submit a Mobilisation Outline, with a clear description of how the Operator plans to commence the Service.

Operator shall take note that GOM expects the vessel to be positioned in Montserrat at least four (4) calendar days before commencement of contract.

9.0 FINANCIAL PROPOSAL(S)

The Financial Proposal(s) must include costs for each **Lot** which the bidder has submitted.

Financial Proposal Form(s) – please complete and return these form(s) with your Form of Tender (refer to section 10.0)

Lot 1: Form A (please submit this worksheet with breakdown of the fees and charges)

Ferry Service Operations Expenses	**Running Cost (US$)**
Vessel Mobilization and Demobilization	
Agents (MNI & ANU) To include additional Customer SVC support for peak times	
Customs Overtime Fees (MNI & ANU)	
Port Charges (MNI & ANU)	
Telecoms (e.g. Vessel Passenger Internet, Phones)	
Fuel and Lubes	
Expense Total	**Total**
Operations Contingency	

Total Running Costs	**Total**
Running Costs Plus Withholding tax (Total Cost for contract bid submitted)	**Total**

Estimated Ticket Price (MNI to)	Single	Return	Destination	Single	Return	Destination
Adult	$	$	ANTIGUA	$	$	NEVIS
Child	$	$	ANTIGUA	$	$	NEVIS
Group 10 or More	$	$	ANTIGUA	$	$	NEVIS

Bidders must complete these Financial Proposal Form(s) and Form of Tender (see section 10.0) and return them with their ITT submission. One (1) Form of Tender should be submitted.

9.1 Methodology /Criteria for evaluating Financial Proposal(s)

The bid price is the "Total Cost for contract bid submitted" shown on the Financial Proposal Form (Section 9). It includes the Total Running Costs Plus Withholding Tax for the six-month peak-season contract, and it's the value used in the proportional price scoring, as calculated in below formula, where lowest bid price gets the full 40 points; others are scaled by lowest/bidder's price.

Only those bids that meet the minimum score of 45 points out of 60 points allocated to the technical evaluation and pass the administrative and mandatory technical compliance stages will proceed to the Financial Evaluation stage.

Please note that the Total Running Cost must be supported by a breakdown of ferry operating expenses, as per section 9, inclusive of taxes. The same total must be written into the Form of Tender (in Section 10) as the "total sum" for the six months, with a separate daily rate for any extension.

The Estimated Ticket Prices is not part of the scoring, the scoring method will only take into consideration the total sum of the bid price.

Peak Season Service (November 2025 to April 2026)

The Bid price is a significant factor, and the Government of Montserrat will seek to ensure that the services are undertaken at the most economically advantageous price. However, there are other factors which comprise the criterion and these will be considered proportionately.

The Government of Montserrat is not bound to accept the lowest or any Bid. The percentage for this criterion will be calculated proportionately in comparison to other price submissions from Bids.

For example, if the price element is worth 40%:

$$\frac{Lowest\ Price\ (A)}{Higher\ Price\ (B)} x40\% =$$

For example:

A's price = $10,000 then A's score is 40% for price element, and;

B's price = $14,000 then B's score is $10,000/$14,000 x 40% = 28.57%

10.0 FORM OF TENDER

The Chairperson
Public Procurement Board
Ministry of Finance and Economic Management
Brades, Montserrat, MS1110

Dear Sir/Madam

Tender for the provision of Montserrat (Short-term) Passenger Ferry Service
Peak Season Service (November 2025 to April 2026)

I/We the undersigned undertake to provide Ferry Services in accordance with General Conditions of Contract and Scope of Service for the required **Six (6) months** for the total sum of:

US$……..……..……

(words)…..……

……..……..…….....

I/We, the undersigned, undertake to provide Ferry Services in accordance with General Conditions of Contract and Scope of Service for any additional days beyond the initial Six (6) months period, if an extension is required and approved by the Government of Montserrat for the daily rate of:

US$…….……

(words)……..…….

……..

If my/our tender is accepted, I/We undertake to commence the Services within ____ day(s**)** of receiving the official Award Letter.

I/We understand I/We shall not be reimbursed for any costs that may have been incurred in compiling this Tender.

I/We confirm this tender shall remain valid for a period of six (6) months from the date of submission of this Tender.

Name: ……..……..…….……..……..

Signed.……

Name of Company…….……..…….……..…..

Address ……..…….……..……..……

Tel. number ……..……..

Email address ……..……..……

Date: ……..……..

11.0 GOVERNMENT OF MONTSERRAT - TENDER ANTI-COLLUSION STATEMENT

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……2025

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 ……..……..

12.0 RESPONDENT'S IDENTIFICATION DETAILS

A	PERSONAL INFORMATION

BUSINESS NAME:…….…….. ……REGISTRATION NUMBER:……..

BUSINESS ADDRESS:…….……..……

……..……

CONTACT PERSON:…..……..……..…….POSITION:……..……..……..……..

TELEPHONE NUMBER (S):…….…….……WEBSITE:……..……..…….……..….

EMAIL ADDRESS: ..…….…….…….…….…….……..……

B	QUESTIONNARE		
		√	**Tick the applicable response**
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?		(0–4)
			(5-10)
			(11-20)
			(21-30)
			(over 30)
3	Number of Employees within your entity?		(1-20)
			(21-50)
			(51-100)
			(over 100)
4	How many similar contracts has your entity successfully completed in the last 5 years?		(1-3)
			(4-6)
			(7-9)
			(10 & Over)
5	What is the highest sum of any of the contracts completed in the last 5 years?		(0-500)K
			(101-999)K
			(1M -3M)
			Over 3M
6	Has your entity failed to complete a contract for a public or private entity?		YES
			NO
7	Provide complete contact details, including email and telephone contact of two (2) referees for similar work		

C	SIGNATURE

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

……..……
(Signature of Business Representative)

……..…… Business Name/Stamp
Date

13.0 KEY PERFORMANCE INDICATORS (KPI's)

13.1 The **Service Provider** hereby agrees that throughout the duration of this Agreement, its performance shall be monitored and assessed according to the KPI's tabled below.

13.2 KPIs for regular reporting, to include:

- Report on customer feedback;
- Report on service disruption, and;
- Maintenance schedule and mechanical failure.

13.3 KPI's for Service Operations

Report formats as shown in Tables A and B below:

Table A

MONTH/ DATE	TRIPS #	PASSENGER MNI- IN/OUT	PASSENGERS COMPLAINTS	SAFETY COMPLAINTS	SERVICE DISRUPTION

Table B

Summary

Key Performance Indicators	**Standard**	**Actual**	**Explanatory Remarks**
Service / vessel reliability	Cancellations or Disruption less than 2%		
Reporting timeliness	100% submission on time		
Check-in service effectiveness	Complaints less than 5%		
Passenger Safety	0% legitimate safety complaints		

14.0 TENDER CHECKLIST

Project Title: **Tender for Montserrat Passenger Ferry Services (Peak Season 2025-2026)**

Date advertised: Monday**, 12th September 2025**

Clarification Deadline: Wednesday**, 3rd October 2025**

Tender Deadline Date: Wednesday**, 15th October 2025**

Tender Deadline Time: **12.00 midday (GMT-4)**

The following documents that should be provided for a bidder's tender to be valid. Please tick as supplied. Failure to provide any of the stated documents will result in the tender being considered non-compliant and rejected.

		Place X mark to confirm inclusion in the Proposal
Stage 1	Completed Financial Proposal Form(s) (Section 9.0)	
	Completed and Signed Form of Tender (Section 10.0)	
	Completed and Signed Anti-Collusion Statement (Section 11.0)	
	Competed and signed Respondent's Identification Details (Section 12.0)	
	A valid Tax Compliance Certificate (if bidder is a local company)	
Stage 2	Ferry should be at least 25 meters in length (refer to 8.2.1.1)	
	The cabin should be enclosed and protected from the elements and weather	
	Service speed of no less than 18 knots	
	Name and previous names of the vessel	
	When and where built	
	Flag, port of Registry	
	The operational limitations, including weather and sea states	
	The management company, if applicable	
	Service Speed and Consumption	
	Carrying Capacity and Class	
	Copy of Tax Certificate (if appropriate);	
	Copy of load line certificate	
	Copy of last survey or valid Harbour state inspection record	
	Location for inspection of vessel by Montserrat Maritime Authority	
	PSSC / HSCSC - Passenger Ship Safety Certificate / High-Speed Craft Safety Certificate if appropriate (24m L and over) Bunkers and wrecks certification	
	ISPS Code Certificate	
	International Tonnage Certificate	
	Engine International Air Pollution Prevention Certification	
	International Sewage Pollution Certificate	
	International Antifouling Certificate or Statement	
	MLC-Maritime Labour Convention Compliance as per flag state requirement	
	BWM - Ballast Water Management Convention (if flag had ratified)	
	Safe Manning documents as per flag state	
	ISSC-International Ship Security Certificate	
	SMC / ISM / DOC – International Safety Management Certificate	
	Dangerous Goods Certification	
	Small Commercial Vessel (SCV) Certificate	**N/A**
	Liability coverage to include Wreck and Bunker in accordance to vessel size.	
	Insurance	
	Exemption/Equivalencies	

The following documents that should be provided as part of the bidder's technical proposal:

		Place X mark to confirm inclusion in the Proposal
Stage 3	Operational Plan - refer to sections 8.2.6, 8.5, 8.7, 8.11 and 8.12	
	Arrangements for staff, staff experience (CVs - certification and experience) – refer to sections 8.14 (ii) and 8.11 (i to v)	
	Management and Operations of harbours, ports and shore facilities – 8.2.6, 8.4 and 8.12	
	Environmental Protection – refer to section 8.10	
	Navigation and Safety Equipment and Safety Plan - refer to sections 8.3 and 8.13	
	Arrangements for passengers with disability (refer to section 8.8)	
	Aesthetics and Comfort - refer to section 8.9	
	Mobilization Outline - refer to section 8.17	
	Financial Proposal(s) – refer to section 9.0	

..... ……

Signed on behalf of Contractor Date

15.0 APPENDIX A – Form of Contract Agreement

Contract No: / 202x

This Contract is made on the **……** day of 202x between the **GOVERNMENT OF MONTSERRAT** (hereinafter referred to as "**the Contracting Authority"** which expression shall where the context so admits include its servants, agents and assignees) having its headquarters at Government Headquarters, Brades, Montserrat, MSR 1110, acting herein and represented by **Viona Alexander Smith,** Permanent Secretary, The Office of the Premier, Brades, Montserrat, MSR 1110 OF THE ONE PART and whose registered address is (hereinafter referred to as "**the Contractor"** which expression shall where the context so admits include its servants, agents and assignees) acting herein and represented by **, PASSPORT NUMBER** Director, OF THE OTHER PART, hereinafter together referred to as "The Parties" where the context so requires.

WHEREAS the Contracting Authority is desirous of providing a short-term ferry service for the transportation of passengers and cargo between Montserrat and Antigua, Montserrat and Nevis;

AND WHEREAS the **Contractor** is a ferry service company which owns and operates ferries out of the port of …… …….. and has indicated their ability to provide the desired service according to the terms and conditions hereinafter contained;

IT IS HEREBY AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 In this Contract:

(i) "the Condition(s)" mean the standard terms and conditions of contract for services as set out in this document;

(ii) "the Contract" means the agreement concluded between the Contracting Authority and the Contractor for the supply of Services, including all specifications, plans, drawings and other documents which are relevant to the Contract and also such of these Conditions as are included (with or without modification) expressly or by reference in the terms and conditions of the Contract;

(iii) "the Contract Price" means the price payable to the Contractor by the Contracting Authority under the Contract for the full and proper performance by the Contractor for the Contract;

(iv) "the Contracting Authority" means the Government of Montserrat;

(v) "the Contractor" means. the person who undertakes to supply the Services under and in accordance with the Contract and, where the Contractor assigns the rights and obligations under the Contract to another person with the prior written consent of the Contracting Authority, that other person;

(vi) "Confidential Information" means information, data and material of any nature which either party to the Contract may receive or obtain in connection with the operation of the Contract and, which comprises Personal Data or Sensitive Personal Data (as both terms are defined by Montserrat Law, or in its absence defined by the UK Data Protection Act 1998) or information which is listed in the Schedules to the Contract; or information the release of which is likely to prejudice the commercial interests of the Contracting Authority or the Contractor respectively; or information which is a trade secret;

(vii) "the Vessel" means the (IMO:9) a passenger vessel more particularly described in Schedule 4;

(viii) "Government Property" means anything issued or otherwise furnished in connection with the Contract by or on behalf of the Contracting Authority or its authorized representative;

(ix) "Loss" includes destruction and/or damage;

(x) "Month" means calendar month;

(xi) "Person" includes a corporation, partnership, individual;

(xii) "the Services" means the ferry services to be supplied under this Contract.

1.2 The heading or captions in this Contract are inserted for convenience only and do not form a part of this Contract and in no way define, limit, alter or enlarge the scope or meaning of any provisions of this Contract.

2. DOCUMENTS

a.1 This Contract shall comprise the following documents:

(a) The Agreement (This document);

(b) Schedule 1 – The Contractor Proposal dated and the Standard Contract considerations outlined therein, save as varied by the terms in this Agreement.

(c) Schedule 2 – Ports of Call;

(c) Schedule 3 – Ferry Schedule;

(d) Schedule 4 – Vessel Specifications

(e) Schedule 5 – Wire Transfer Details.

In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

3. CONTRACT DURATION

3.1 The Contract Period under this passenger ferry service contract will be for a Charter term of ( ) months commencing on and terminating on , unless it is earlier terminated or further extended.

3.2 The parties acknowledge that an earlier commencement date, or an extension of the period of engagement may be agreed depending on the availability of the vessel, and that any adjustment to commencement and end dates will be reflected in writing.

4. ENGAGEMENT

4.1.1 The Contractor having represented to the Contracting Authority that it has the required professional skills, qualifications, competencies and experience to provide the services to the agreed standards; the Contracting Authority hereby engages the Contractor and the Contractor hereby accepts such engagement to provide safe, reliable and high-quality passenger and cargo ferry services between Montserrat and Antigua and other ports of call. Connectivity options to Montserrat as outlined in Schedule 2 in accordance with the terms and conditions set forth in this Contract.

4.2 During the Contract Period, the Vessel shall be employed exclusively for the Contracting Authority's use as a vessel of opportunity in the carriage of Contracting Authority's clients, employees, contractors, business invitees, equipment, and provisions and in the performance of various tasks associated with route transportation and tourism as directed by Contracting Authority (hereinafter referred to as the Services).

4.3 The Services shall include, but not be limited to, tending, or deploying boom and skimming equipment, skimming operations, recovering oiled debris, collecting garbage, assistance with wildlife operations and towing equipment. (As long the Captain of the vessel considers safe operation that does not endanger or damage the vessel and it is eventual operation).

5. CONTRACT PRICE

5.1 As full consideration for the Services performed by the Contractor, the Contracting Authority will pay to the Contractor a total sum which shall not exceed in United States Currency (US$ .00) (the Contract Price). This sum is inclusive of the mobilization and demobilization costs and 20% withholding tax payable by the Contractor in accordance with Income and Corporation Tax Act.

6. PAYMENT

6.1 The Contracting Authority will pay the Contract Price in monthly instalments, which shall not exceed in United States Currency (US$ .00).

6.2 Payment of the monthly instalment of the Contract Price will be made on presentation of original invoices to the Contracting Authority quoting the Contracting Authority purchase order or contract number. Payment will be made within thirty (30) days of receipt by the Contracting Authority of the invoice.

6.3 Invoices submitted by the Contractor must outline the details of the Services and the period for which the payment is claimed.

6.4 Invoices for the Services performed shall be rendered at the time and in the manner specified by the Contracting Authority.

6.5 Notwithstanding clause 6.1, the Contracting Authority may give the Contractor notice in writing of its intention not to pay such sums or a portion of such sum in instances where the Contractor has:

(a) failed to carry out services to the agreed standards, or has inadequately or defectively carried out the services required by this Contract;

(b) by act or omission caused damage to personnel or Government property or any third party;

(c) breached any other provision of this Contract; or

(d) failed to deliver to the Contracting Authority or give reasonable explanation for such breach or breaches;

and upon giving such notice the Contracting Authority may withhold payment accordingly.

6.6 If, for the purpose of performing the Contract, the Contractor enters into a contract for the supply of goods or services to the Contractor by a third party, the Contractor shall include in

that contract a provision which requires the Contractor to pay for those goods or services within thirty (30) days of the Contractor receiving a correct invoice from the third party.

6.7 If the Contractor believes that payment for a correctly submitted invoice is overdue, he should, in the first instance, speak to the named contact on the face of the Contract.

6.8 Unless otherwise agreed by the Parties, payment under this Contract to the Contractor will be made by means of a bank wire transfer in favour of the Contractor using the wiring instructions outlined in "Schedule 4".

7. RECOVERY OF SUMS DUE

7.1 Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor to the Contracting Authority, the same may be deducted from any sum then due, or which at any time thereafter may become due to the Contractor under this or any other Contract with the Contracting Authority. If no other payment is due to the Contractor pursuant to this or any other Contract, the Contracting Authority will recover the amount from the Contractor as a debt due to the Contracting Authority.

7.2 Any over-payment by the Contracting Authority to the Contractor, or any sum due to be refunded by the Contractor to the Contracting Authority in accordance with the terms of this Contract, shall be a sum of money recoverable from the Contractor as a debt due to the Contracting Authority.

8. NON-DELIVERY

8.1 Without prejudice to any other right or remedy, should the Contractor not deliver the Services or any portion thereof within the time or times specified in the Agreement, except in cases of force majeure or unsafe sailing conditions (inclement weather) and subject always to the receipt of written notice within two (2) days of the force majeure event relied on or if the Services are delayed due to events outside of the Contractor's control, in which case the Contractor shall be entitled to a fair and reasonable time for such delay, then:

(a) The Contracting Authority shall be at liberty to determine the Agreement and to procure services of the same or similar description from another Contractor to make good such default; and

(b) The Contracting Authority shall recover from the Contractor any sum or sums paid to the Contractor in respect of the Services.

8.2 Subject to this clause 8, in the event the Contractor shall not be able to provide the Services due to unsafe sailing conditions, or for reasons beyond its control, this shall not constitute automatic

grounds to terminate or cancel the Agreement. In such circumstances the Contractor may be permitted to provide the Services (or make up the time) at such time within the Contract Period as agreed by the parties and the Services provided under these circumstances and time made up shall not constitute additional Services under the Agreement.

8.3 The time of performance shall be of the essence and failure to commence the provision of the Services within the time agreed or specified, or within any extension of time agreed upon pursuant to clause 8.2 hereof, shall entitle the Contracting Authority (at its option) to be released from any obligation to accept and pay for the Services, or, to, with immediate effect, terminate or cancel all or part of the Services, in either case without prejudice to the other rights and remedies of the Contracting Authority. The Contractor shall within three (3) days of such termination or cancellation, refund any sum or sums paid to the Contractor in respect of the Services or part thereof cancelled.

9. PROVISION OF SERVICES

9.1 The Contractor hereby agrees and undertakes to provide the ferry services in accordance with the terms of this Contract, in a professional and safe manner, in accordance with the regulatory requirements and the industry standards.

9.2 The primary cruising area for the Vessel will be the territorial waters of Montserrat and Antigua, unless the Contractor is notified and it is allowed under the terms of the vessel's insurance and/or with the approval of the relevant governing marine authorities to navigate other waters.

9.3 The Vessel shall be based in Montserrat but may originate services at any Port of Call or any other port as may be required by the Contracting Authority. The Parties agree and acknowledge that a specific Port of Call or the Routes to be served could include those identified at Schedule 2 herein and may be changed on written instruction from the Contracting Authority or on written instruction from the relevant authority in the destination country.

9.4 The Vessel shall be available and at Contracting Authority 's disposal for operation sixteen (16) hours per day (exceptions can be made under the non-recurrent basis).

i) Meaning that the vessel would be used mainly to move Contracting Authority clients, employees, contractors, business invitees, equipment, and provisions in the morning with return at afternoon from Montserrat to Antigua, with eventual two shifts daily.

ii) Available twenty-four (24) hours for emergency at call and previous notice to the crew

9.5 The Vessel shall not be used for any purpose other than performance of Services during the Charter Term without the consent of the Contracting Authority.

9.6 The Vessel will operate in accordance with the service schedule as agreed with the Contracting Authority and outlined in Schedule 3 and as may be varied from time to time by agreement between the parties.

9.7 The Vessel's normal scheduled times of operation, where it originates and departs, and any special changes which may become necessary, will be determined by the Contracting Authority. The Contracting Authority will give the Contractor reasonable notice of the schedule, the ports where the Services will originate and depart and any changes or intended variation. The Parties will collaborate in good faith to ensure that the Services are provided in keeping with the schedule and any changes to it.

9.8 The Contractor shall use all means necessary not to have down time due to mechanical or other abnormalities and in the event of any such down time the Contractor shall inform the Contracting Authority as outlined in this Contract.

9.9 The Contracting Authority may request an increase or decrease in; the number of trips made in a day, or in the number of days of service at any time upon giving reasonable notice to the Contractor, emergencies accepted. The Contractor will endeavor to cooperate fully with the Contracting Authority in meeting the request for an increase or decrease in the number of trips made in a day, or in the number of days of service.

9.10 The Vessel shall be operated using crew provided by the Contractor and such crew shall on each journey include the minimum number and standard of crew required by the Vessel's classification certificate.

9.11 The Contracting Authority shall have the right at any time to inspect or survey the Vessel or instruct a duly authorized representative to carry out such inspection on their behalf to ascertain the condition of the vessel while on charter and satisfy themselves that the Vessel is being properly maintained.

10. MOBILIZATION, DELIVERY AND REDELIVERY

10.1 The Contractor shall ensure that the Vessel is mobilized, presented in St John's Antigua & Barbuda for Port State Control (PSC) inspection by the Antigua Department of Marine Services and Merchant Shipping (ADOMS) around _____ and present in Little Bay, Montserrat by _____.

10.2 If for reasons beyond its control the Contractor cannot deliver the Vessel on time, the Contractor shall produce to the Contracting Authority proposals for rectifying this and the Contractor must

immediately take the necessary action to have the problem addressed. The Parties may in such circumstances extend the charter term by the time delayed, if mutually agreed, or shall reduce the Contract Price pro-rata to the Contract Term. If there is a delay in redelivery due to circumstances beyond the Contracting Authority's control, the Contracting Authority shall not be held responsible for additional charter fees.

10.3 The Vessel shall be delivered in such working order as to be mobilized from , under its own bottom and power to Little Bay, Montserrat. Any documentation, inspections, upgrades and additional equipment required for the legal operation of the Vessel within the charter cruising area as defined herein shall be to the Contracting Authority's account and outfitted as a vessel suitable to its style, size, accommodations and intended use. The Vessel shall be redelivered with all equipment, furnishings and fittings in the same condition as the day the Vessel commences on hire charter normal wear and tear excepted.

10.4 The Contracting Authority shall have the use of all outfit, equipment, and appliances on board the Vessel at the time of delivery, provided the same or their substantial equivalent shall be returned to the Contractor on re delivery in the same order and condition as when commencing operation, ordinary wear and tear excepted.

10.5 If the Contractor is unable to deliver the Vessel, or to make timely delivery, the Contracting Authority may with immediate effect, terminate the Contract. This is without prejudice to any other rights or remedies available to the Contracting Authority under this Contract or in law.

11. CAPTAIN AND CREW

11.1 The Contractor agrees to provide a qualified Captain and crew in accordance with the Vessel's certificates.

11.2 The Contracting Authority is in command of the movements and destinations of the Vessel under the terms of the Contract, but the Captain has authority over the safe navigation of the Vessel, including issues of wind, weather, routes, anchorages, and the like. The Captain shall likewise have authority over the safe use of the equipment, furnishings and appurtenances of the vessel, and may prohibit unsafe activities or use of the same.

12. CONTRACTOR'S PERSONNEL

12.1 The Contracting Authority reserves the right to refuse to admit to premises occupied by or on behalf of the Contracting Authority any person employed by the Contractor, or by a subcontractor, whose admission would be undesirable in the opinion of the Contracting Authority.

12.2 If and when directed by the Contracting Authority the Contractor shall provide a list of the names and addresses of all persons who may at any time require admission in connection with the performance of the Contract to any premises occupied by or on behalf of the Contracting Authority, specifying the capacity in which they are concerned with the Contractor and giving such other particulars as the Contracting Authority may require.

12.3 If the Contractor shall fail to comply with paragraph 12.2 of this Condition and if the Contracting Authority decides that such failure is prejudicial to its interests, then the Contracting Authority may summarily determine the Contract by notice in writing to the Contractor always providing that such determination shall not prejudice or affect any right of action or remedy which shall have accrued, or shall accrue thereafter, to the Contracting Authority.

12.4 The decision of the Contracting Authority as to whether any person is to be refused admission to official premises and as to whether the Contractor has failed to comply with clauses 12.2 or 12.3 of this clause shall be final and conclusive.

13. REPRESENTATIONS

13.1 The Contractor hereby warrants that the Vessel is duly registered and otherwise licensed according to the specification supplied by the Contractor, and that the Vessel is fit for the purpose for which it is contracted.

13.2 The Contractor hereby warrants that the Captain of the Vessel is properly qualified and certified as such, and is competent and has the necessary skill and experience to navigate the journeys between the Ports of Call and to perform the duties he is required to perform in accordance with this Contract and the Vessel's certificates.

13.3 The Contractor warrants that it will not permit the Vessel to be manned by any person or persons not qualified and certified to do so at any time.

13.4 The Contractor hereby warrants that the Crew is competent and has the qualifications, skill and experience necessary to perform the duties to be provided in accordance with this Contract.

13.5 The Contractor warrants that it has appropriate equipment in place and available to enable it to fully perform its obligations under this contract and the Contractor warrants that all safety certificates for the Vessel are in place and current.

14. OBLIGATIONS OF THE CONTRACTOR

14.1 The Contractor shall maintain the Vessel, her machinery, appurtenances and spare parts in a good state of repair, in efficient operating condition and in accordance with good commercial maintenance practice, and shall keep the Vessel in compliance with insurance survey

requirements or as required by such SOLAS Convention provisions which may apply, and shall maintain all certificates in force at all times.

14.2 The Contractor will take immediate steps to have the necessary repairs done within a reasonable time, failing which the Contracting Authority shall have the right of terminating the Vessel from the Charter upon reasonable notice and opportunity to cure.

14.3 The Contractor is required to establish and maintain financial security or responsibility or insurance in respect of oil, other pollution, or environmental damage as required by any government, including international, regional or local or other division or authority thereof, to enable the Vessel, without penalty or charge, lawfully to enter, remain at, or leave any port, place, territorial or contiguous waters of any country, state or municipality in performance of this Charter without any delay.

14.4 The Contractor shall make and maintain all arrangements by bond or otherwise as may be necessary to satisfy such requirements at the Contractor's sole expense and the Contractor shall indemnify the Contracting Authority against all consequences whatsoever for any failure or inability to do so.

14.5 The Contractor shall from time to time during the Contract Period replace at its cost and effort such items of equipment necessary for the performance of this Contract as shall be so damaged or worn as to be unfit for use as per SOLAS Convention.

14.6 The Contractor shall ensure compliance with all applicable International Conventions and Regulations including any National Regulations and to ensure that relevant industry codes, guidance and standards are fully taken into account at all times and, in particular, with the requirements of the International Safety Management (ISM) Code.

14.7 The Contractor will comply with all relevant rules and regulations including Health and Safety at Work Regulations.

14.8 The Contractor shall have regard to any International or legislative framework and obligations in relation to disabled people and shall provide for the needs of disabled travelers in the manner outlined in the Contractors tender submission.

14.9 The Contractor shall, at its own expense, obtain and maintain throughout the Contract Period and any extension thereto full insurance for the Vessel. The Vessel shall be insured for Hull and Machinery, as well as Protection and Indemnity to cover legal liability for loss, damage or expense arising out of, or incidental to, the ownership, operating, maintenance or use of the Vessel pursuant to this contract, including bunkers wrecks and liability of the Contractor for personal injury, illness or death, or loss or damage to the property of a third party(ies).

14.10 The Contractor shall submit to the Contracting Authority, copies of all its relevant Certificates of Insurance, prior to commencement of the Contract.

14.11 The Contractor is responsible for the safety of all passengers, luggage and cargo and shall ensure that the Vessel is equipped with adequate safety equipment, including but not limited to life vests, dinghies and/or life rafts and that the Master and at least one (1) crew member is trained to administer Cardiopulmonary resuscitation (CPR) and that a crew member so trained is available on board each journey provided as part of the ferry service under this Contract.

14.12 The Contractor shall be responsible for providing, vessel's engine room filters, lubes / oils, stores, supplies, victuals and other consumables, except fuel, necessary for the operation of the ferry service.

14.13 The Contractor is responsible for the remuneration, accommodation and meals of the Captain and crew of the Vessel to include crew change air transportation costs and other like expenses according to the Maritime Labor Convention.

14.14 The Contractor shall ensure that the Captain and Crew comply with the local laws and regulations and the laws and regulations of any country into the territorial waters the Vessel shall enter pursuant to this Contract.

14.15 The Contractor shall ensure that there is no unauthorized activity or movement of the Vessel during the Contract Period. Where it is necessary to move the Vessel due to an act of God such as weather or emergency such movement must not be made without the prior knowledge of the Contracting Authority.

14.16 The Contractor shall provide quality service delivery.

14.17 The Contractor shall provide detailed data information as requested by the Access Coordinator or other person designated by the Contracting Authority to cover the following; arrival and departure times of the vessel, number of people travelling on the vessel, details of operational instances (safety, reports, sea conditions impacting on service) and any other reasonable data requests submitted by the Access Coordinator in a timely manner.

15. OBLIGATIONS OF THE CONTRACTING AUTHORITY OR OPERATOR (Peak Season)

15.1 The Contracting Authority shall **NOT** be responsible for administering and providing port services which include upland facilities, ticket sales, revenue and tax collection, quayside transfer of passengers and cargo, and public information or announcements concerning the Vessel service. All of these services shall be borne by the Operator using the Operational support provided by the Contracting Authority.

15.2 The Contracting Authority shall bear the cost of fuel for the operation of the ferry service on the designated route during the Contract Period covered by the operational support provided.

15.3 The Contracting Authority shall cover all port charges associated with docking the Vessel, incurred at any Port of Call through operational support provided as a result of the provision of the ferry services under this Agreement.

15.4 The Contracting Authority shall not be responsible for the Vessel's engine room filters, lubes / oils, stores, supplies, and other victuals, wash down water excepted.

(Contractor)

15.1 The Contractor shall be responsible for administering and providing port services which shall include upland facilities, ticket sales, revenue and tax collection, quayside transfer of passengers and cargo, and public information or announcements concerning the Vessel service.

15.2 The Contractor shall bear the cost of fuel for the operation of the ferry service on the designated route during the Contract Period.

15.3 The Contractor shall pay all port charges associated with docking the Vessel, incurred at any Port of Call as a result of the provision of the ferry services under this Agreement.

15.4 The Contractor shall be responsible for the Vessel's engine room filters, lubes / oils, stores, supplies, and other victuals, wash down water excepted.

15.5 The Contractor shall retain all revenues related to operating the service.

16. DRY DOCKING AND MAINTENANCE

16.1 The Contractor warrants that the Vessel should not require undergoing dry docking and maintenance for the period of service require for this Contract. The Contractor also warrants that all licenses and certificates are up-to-date and current and will be maintained as required during the term of engagement.

17. ACTS BY THE CONTRACTING AUTHORITY

17.1 Any decision, act or thing which the Contracting Authority is required or authorised to take or do under the Contract may be taken or done by any person authorised, either generally or specifically, by the Contracting Authority to take or make that decision, act or thing.

18. GOVERNMENT PROPERTY

18.1 All Government Property issued in connection with the Contract shall remain the property of the Contracting Authority and shall be used in the execution of the Contract and for no other purpose whatsoever save with the prior approval in writing of the Contracting Authority.

18.2 All Government Property shall be deemed to be in good condition when received by or on behalf of the Contractor unless he notifies the Contracting Authority to the contrary within seven (7) days or such other time as is specified in the Contract save and except in the case of latent defects not discoverable by a reasonable inspection in which case the Contractor shall notify the Contracting Authority within such period as such defects ought reasonably to have been discovered.

18.3 The Contractor undertakes to return all Government Property so issued and will be responsible for loss thereof or damage thereto to the full amount of such loss or damage.

18.4 Without prejudice to the above provisions, the Contractor shall, except as otherwise provided for in the Contract, make good or, at the option of the Contracting Authority, pay compensation for all damages occurring to any Government Property occasioned by the Contractor, or by its servants, agents or sub-contractors whether arising from its or their performance of the Contract and whether on any Contracting Authority establishment or premises or elsewhere in connection with the Contract, provided that this Condition shall not apply to the extent that the Contractor is able to show that any such damage was not caused or contributed by his negligence or default or the neglect or default of his servants, agents, or sub-contractors or by any circumstances within its or their control.

19. DELAYS, BREAKDOWNS, ACCIDENTS

19.1 In the event of delay, breakdown or accident during the Contract Period, which shall include but not be limited to mechanical failure, fire, collision or other cause which disables the Vessel so that it cannot safely be used for the purposes of which the Vessel is chartered, or is not habitable for passengers; the Captain shall notify the Contracting Authority immediately thereafter. The Contracting Authority will allow the Contractor time to resolve the problem and the payments to the Contractor will cease for those days while the Vessel is not in service. Payments to the Contractor will recommence on the day the Vessel returns to service.

19.2 If said breakdown will result in the loss of ferry service for a period exceeding two (2) days, the Contractor shall notify the Contracting Authority, immediately. The Contracting Authority may in these circumstances, terminate the contract with immediate effect.

20. INCLEMENT WEATHER

20.1 In the event of inclement weather or dangerous sea conditions the Master/Captain of the vessel shall have full and final authority over whether or not the Vessel sails or continues upon a journey already begun. Neither party shall incur any liability for any journey cancelled, delayed or discontinued as a result of the exercise of the Master's discretion under this clause.

21. PENALTIES, FINES, CLAIMS

21.1 The Vessel must comply with all laws, rules and regulations of all government agencies, and other jurisdictions where the vessel may travel, including federal and state parks, sanctuaries and protected areas. The Captain shall be responsible for compliance and the Contracting Authority shall abide by the Captain's decisions in this regard.

22. DRUGS AND OTHER ILLEGAL ACTIVITIES

22.1 The use, transport, possession or participation of the vessel or its passengers or guests in any activity involving illegal drugs or narcotics, including marijuana, contraband, illegal aliens or other unlawful activity, is strictly prohibited. The Contractor warrants that the Vessel will not be used in the Contract Term for any such illegal activity and will indemnify the Contracting Authority for any losses to it caused by the use of the Vessel for illegal activity contrary to this Contract.

23. INDEMNITIES

23.1 Except as stated in this Clause 23 where there has been misconduct, gross negligence, dishonesty by the Contractor or the Contractor's Personnel the Contractor's liability under this Contract shall be limited to the maximum amount that the insurance policy is capable of providing over the life of the policy, before any claims or pay outs have been made.

23.2 The Contractor and Contracting Authority do not limit their liability for:

(i) death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);

(ii) fraud or fraudulent misrepresentation by it or its employees;

(iii) breach of any obligation as to title implied by any consumer laws. In the absence of consumer laws there will be a reliance on section 12 of the UK Sale of Goods Act 1979 or section 2 of the UK Supply of Goods and Services Act 1982; or

(iv) any liability to the extent it cannot be limited or excluded by Law.

23.3 Subject always to Clauses 23.2; in no event shall the Contractor or Contracting Authority be liable to the other for any:

(i) loss of profits, business, revenue or goodwill; and/or

(ii) indirect or consequential loss or damage of any nature and howsoever caused, even if the losses were reasonably foreseeable or the Party has been advised of the possibility of such losses occurring.

23.4 The Contractor and the Contracting Authority shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure incurred by the other resulting from its own direct Default.

23.5 Subject to Clauses 23.1 to 23.4 inclusive, the Contractor shall indemnify the Contracting Authority in respect of any loss, damage or claim howsoever arising out of or in consequence of negligent acts or omissions by the Contractor or the Contractor's personnel or any claims made against Contracting Authority by third parties in respect thereof and in relation to this Contract.

23.6 The Contractor shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or willful misconduct of the Contracting Authority or the Contracting Authority's employees, or by breach by the Contracting Authority of its obligations under the Contract. And the Contracting Authority shall indemnify the Contractor in respect of any injury, loss, damage, cost, expense or claim howsoever arising out of or in consequence of negligent acts or omissions by the Contracting Authority or the Contracting Authority's personnel or any claims made against the Contractor by third parties in respect thereof and in relation to this Contract.

24. TERMINATION

24.1 This Contract shall automatically terminate at the end of the Contract Period.

24.2 <u>Termination Due to Insolvency</u>

24.2.1 The Contractor shall notify the Contracting Authority in writing immediately upon the occurrence of any of the following events:

(a) where the Contractor is an individual and if a petition is presented for the Contractor's bankruptcy or a criminal bankrupt order is made against the Contractor or he makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage his affairs; or

(b) where the Contractor is not an individual but is a firm or a number of persons acting together in any capacity if any event in sub-paragraph i or iii of this paragraph occurs in respect of any partner in the firm or any of those persons or a petition is presented for the Contractor to be wound up as an unregistered company; or

(c) where the Contractor is a company, if the company passes a resolution to windup or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administration receiver, receiver or manager is appointed by a creditor or by the court or possession is taken of any of its property under the terms of a floating charge.

24.2 On receipt of the notice under paragraph 24.2 (i) above or earlier discovery by the Contracting Authority of the occurrence of any of the events described in that paragraph, the Contracting Authority may, by notice in writing to the Contractor, summarily terminate the Contract without compensation to the Contractor and without any prejudice to any right of action or remedy which may accrue to the Contracting Authority thereafter. Where the Contracting Authority terminates the Contract as aforesaid, it shall pay to the Contractor such sums as may be due to the Contractor under the terms of this Contract for the services performed by the Contractor up to the date of termination.

24.3 Termination for Breach of Contract

If a party commits a material breach of the Contract and, in the case of a breach which is capable of remedy, fails to remedy such breach within three (3) days of being required by the other party in writing to do so, the injured party shall be entitled to terminate the Contract with immediate effect by notice in writing to the other party and without prejudice to any rights of the parties accrued to the date of the determination of the Contract.

24.4 **Summary Termination**

In addition to Clause 24.2 and 24.3, and without prejudice to the other terms of this Contract, the Contracting Authority shall also be at liberty to summarily terminate this agreement in the event the Contracting Authority determines that any of the following has occurred:

(a) Failure of the Contractor to meet any representation or obligation under clause 13 and 14 herein.

(b) The Vessel is discovered to be or is rendered unseaworthy during the course of the operation of the service, any such unseaworthiness to be certified by a

qualified marine surveyor.

(c) The service provided is found to be unsafe or manifestly unreliable or the quality of service is poor, inefficient and the Contractor is uncooperative.

24.5. Summary termination under this clause 24 shall be in addition to any other rights and remedies to which the parties may otherwise be entitled.

24.6 If the Contract is terminated as provided in this condition, then the Contracting Authority shall:

(a) Cease to be under any obligation to make further payment until the costs or loss resulting from or arising out of the termination of this Contract shall have been calculated, and shall make such payment only in accordance with a court order or pursuant to the applicable law;

(b) Be entitled to repossess any of its Equipment (if any) in the possession of the Operator;

(c) Be entitled to deduct any losses to the Contracting Authority resulting from or arising out of the termination of this Contract (from any sum or sums which would but for the termination of the contract as aforesaid have been due from the Contracting Authority to the Contractor as a debt). Such loss shall include the reasonable cost to the Contracting Authority of the time spent by them in the termination of the Contract as aforesaid have been due to the Contractor.

25. CANCELLATION

25.1 The Contracting Authority shall be entitled to terminate the Contract by giving to the Contractor not less than five (5) days' notice in writing to that effect without prejudice to any rights or remedies of the Contractor for breach of Contract.

26. DISPUTE RESOLUTION

26.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract, within two (2) days of written notice being given by either party that there is a dispute.

26.2 If the dispute cannot be resolved by the parties pursuant to clause 26.1 of this Contract, the dispute may, by agreement between the parties, be referred to mediation before a mutually agreed-upon mediator in Montserrat, within five (5) days of written notice being given by either party that the party considers the effort to resolve the dispute through mutual agreement unsuccessful.

26.3 The parties shall share any costs and fees other than attorney fees associated with the mediation equally. If the parties fail to resolve the dispute through mediation, either party may seek redress in the Courts of Montserrat.

26. 4 The performance of the Contract shall not cease or be delayed by the reference of a dispute to mediation.

27. CORRUPT GIFTS AND PAYMENTS OF COMMISSION

27.1 The Contractor shall not:

(a) offer or give, or agree to give, to any person employed by or on behalf of the Contracting Authority any gift or consideration of any kind as an inducement or reward for doing or having done or not doing any act in relation to the obtaining or execution of this or any other contract with the Contracting Authority or for showing or for not showing favour or dis-favour to any person in relation to this or any other contract with the Contracting Authority;

(b) enter into the Contract or any other contract with the Contracting Authority in connection with which commission has been paid or agreed to be paid by him or on his behalf, or to his knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to any person duly authorised by the Contracting Authority to act as its representative for the purpose of this condition.

27.2 Any breach of this clause 27 by the Contractor or by anyone employed by him or acting on his behalf (whether with or without his knowledge) or the commission of any offence by the Contractor or by anyone employed by him or acting on his behalf under Montserrat Law in relation to this or any other contract with the Contracting Authority shall entitle the Contracting Authority to determine the Contract and recover from the Contractor the amount of any loss resulting from such determination and the amount of the value of any such gift, consideration or commission as the Contracting Authority shall think fit.

27.3 Where the Contract has been determined under clause 27.2 of this contract, the powers given by clause 8.3 of clause 8 shall apply as if there had been a failure to commence the work.

27.4 In any dispute, difference or question arising in respect of:

(i) the interpretation of this clause (except so far as the same may relate to the amount recoverable from the Contractor under paragraph 27.3 of this clause in respect of any loss resulting from such determination of the Contract); or

(ii) the right of the Contracting Authority to determine the Contract under this clause; or

(iii) the amount or value of any gift, consideration or commission;

the decision of the Contracting Authority shall be final and conclusive.

28. FORCE MAJEURE

28.1 For the purposes of the Contract "Force Majeure" shall include but not be limited to the following:

(a) war, civil war, riots, revolution;

(b) natural disasters such as earthquakes, hurricane, volcanic activity, tidal waves and floods;

(c) explosions and fires not caused by neglect of duty by the Contractor

28.2 Neither the Contractor nor the Contracting Authority shall in any circumstances be liable to the other for any loss of any kind whatsoever by reason of any failure or delay in their performance of its obligations hereunder to the extent resulting from a Force Majeure event. Notwithstanding the foregoing, each party shall use all reasonable endeavors to continue to perform, or resume performance of, such obligations here under for the duration of such Force Majeure event.

28.3 If any of the parties shall become aware of circumstances of Force Majeure which give rise to, or, which are likely to give rise to any such failure or delay on its part, it shall within one (1) day of so becoming aware; notify the others by the most expeditious method then available, and the parties shall consult with each other as follows:

(a) in the event of cessation of service, to determine whether and if so when the services provided under this Agreement will or are likely to resume; and

(b) in the event of substantial or other interference; to agree a reduced or minimum schedule as may be possible in the circumstances.

And the parties may agree that:

i. in the case of (a) above, a party may be excused from performance of any
    1. obligations or services under this Agreement during the period that the force
    2. majeure event exists, or

ii. in the case of (b) above, a party may be deemed to have their obligations varied to the extent agreed, during the existence of the force majeure event.

28.4 Where the cessation or disruption of services under this Agreement is expected to continue beyond a period of two (2) days, the parties shall meet to consider whether or not the Agreement ought to be terminated or varied in some material particular in order to make provision for any new circumstances created by the force majeure event.

29. NO PARTNERSHIP

29.1 Nothing in the Contract and no action taken by the parties under the Contract shall constitute a partnership, association, joint venture or other co-operative entity between the parties or constitute any party a partner, agent or legal representative of the other.

30. RIGHTS OF THIRD PARTIES

30.1 The Contract does not in any way whatsoever entitle a person who is not a party to the Contract (including, without any limitation, any employee, officer, agent, representative, or sub-contractor of either the Contracting Authority or the Contractor) to enforce any term of the Contract, which expressly, or by implication, confers a benefit on him pursuant to any Montserrat Rights of Third Parties Legislation or in its' absence, consideration to the United Kingdom Contract (Rights of Third Parties) Act 1999, without prior agreement in writing of both parties.

31. NOTICES

31.1 Any notice or document required to be given/served under this Contract shall be in writing and shall be deemed to be sufficiently given or served if sent by electronic mail to the correct email 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 closest business day 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 Contracting Authority, to:
accessmni@gov.ms AND
op@gov.ms
with copy to
Permanent Secretary
The Office of the Premier
Government Headquarters
Brades, Montserrat
MSR 1110
E-mail:
Geraldcc@gov.ms
LindseyA2@gov.ms

(b) if to the Contractor, to:

…

…..

by electronic mail in the first instance,

then to

….

…..

31.2 The Contractor and/or its appointed representative and the Contracting Authority and/or its appointed representative shall meet and engage at a time and place agreed to by the Parties monthly to discuss any and all issues, aspects or changes to the ferry service. A record effecting the place, date and time of such meetings and the topics addressed shall be made by both Parties. The Contracting Authority's Access Coordinator or other appointed representative shall have complete access to the Contractor and/or Captain daily as he or she may deem fit or necessary during working hours.

32. ASSIGNMENT AND SUBCONTRACTING

32.1 The Contracting Authority shall be entitled to assign the benefit of this Contract or any part thereof and shall give written notice of any assignment to the Contractor.

32.2 The Contractor shall not: -

(a) Assign the Agreement or any part thereof or the benefit or interest of the Agreement without the prior written consent of the Contracting Authority; or

(b) Subcontract any provision of the Agreement or any part thereof to any person without the previous written consent of the Contracting Authority, such consent shall not be unreasonably withheld or delayed, which if given shall not relieve the Contractor from any liability or obligation under the Agreement and the Contractor shall be responsible for the acts, defaults, or neglect of any sub- Contractor or his agents or employees in all respects as if it were the acts, defaults or neglect of the Contractor or its agents or employees.

33. USE AND SAFEGUARDING OF DOCUMENTS

33.1 Any document or thing bearing a Security Classification of "Confidential", "Secret" or "Top Secret" shall be examined or handled in a Contracting Authority establishment only and shall not be removed from such establishment unless the Contracting Authority 's consents in writing to examination or handling or removal of that document or thing elsewhere.

33.2 The Contractor shall use all best endeavours to safeguard from loss or damage every document or thing supplied by or obtained from the Contracting Authority or for the purposes of the Contract and to protect every such document or thing from unauthorized use, disclosure or copying and shall forthwith upon termination or expiry of the Contract or earlier if the Contracting Authority shall request return to the Contracting Authority in good and usable condition every such document and thing and shall return all copies made.

33.3 Subject to any rights of third parties, nothing in this Condition shall prevent the use for any purpose by the Contractor of any specifications, plans, drawings and other documents, the rights of which vest in it otherwise than as a result of work carried out under this Contract.

33.4 Any samples or patterns or any specifications, plans, drawings, or other documents issued by or on behalf of the Contracting Authority for the purposes of the Contract remain the property of the Contracting Authority and must be returned on completion or earlier termination of the Contract.

34. CONFIDENTIALITY

34.1 In respect of any Confidential Information it may receive from the other party ("the Discloser") and subject always to the remainder of this Clause, each party ("the Recipient") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party without the Discloser's prior written consent provided that:

(a) The Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the commencement of the Contract;

(b) The provisions of this clause shall not apply to any Confidential Information which:

(i) is in or enters into the public domain other than by breach of the Contract or other act or omissions of the Recipient;

(ii) is obtained by a third party who is lawfully authorised to disclose it

(iii) is authorised for release by the prior written consent of the Discloser; or

(iv) the disclosure of which is required to ensure the compliance of the Contracting Authority with any applicable FOI guidance or codes of practice.

34.2 Nothing in this clause shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law or, where the Contractor is the Recipient, to the Contractor's immediate or ultimate holding company

provided that the Contractor procures that such holding company complies with this clause as if any reference to the Contract in this clause were a reference to such holding company.

34.3 The Contractor agrees that subject to this clause, the decision on whether any exemption applies to a request for disclosure of recorded information is a decision solely for the Contracting Authority;

34.4 The Contractor agrees that where the Contracting Authority is managing a request as referred to in this clause, the Contractor shall co-operate with the Contracting Authority and shall respond within three (3) working days of any request by it for assistance in determining how to respond to a request for disclosure.

34.5 The Contracting Authority will consult the Contractor in relation to any request for disclosure of the Contractor's Confidential Information in accordance with all applicable guidance.

34.6 This clause shall remain in force without limit in time in respect of Confidential Information, which comprises Personal Data. Save as aforesaid and unless otherwise expressly set out in this Contract or the Schedule to this Contract, this clause shall remain in force for a period of 3 years after the termination or expiry of this Contract.

35. WAIVER

35.1 The failure of either party at any time to enforce any provision of the Contract shall in no way affect its right thereafter to acquire complete performance by the other party, nor shall the waiver of any breach of any provision be taken or held to be a waiver of any subsequent breach of any such provision or be a waiver of the provision itself.

35.2 The rights, powers and remedies provided in this Contract are cumulative and not exclusive of any rights, powers and remedies provided by law.

36. SEVERABILITY

36.1 If any condition, clause or provision of the Contract not being of a fundamental nature be held to be unlawful or unenforceable by a court in any proceedings relating to the Contract the validity or enforceability of the remainder of the Contract shall not be affected thereby.

36.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Contractor and the Contracting Authority shall immediately commence good faith negotiations to remedy such invalidity.

37. UNDERSTANDING

37.1 All Parties further state that they have carefully read this Contract, understand the contents of said Contract, are authorized to sign this Contract, have received advice of counsel, and that representatives of all parties are signing it as a free act. The Contract will be read and interpreted according to its plain meaning and any ambiguity will not be construed against either Party.

38. AMENDMENTS AND VARIATIONS

38.1 No amendment or variation in the terms of the Contract will be valid unless previously agreed in writing between the Contracting Authority and the Contractor and no payment will be made for unauthorised services.

39. SIGNATURES

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

39.2 A faxed or otherwise electronically transmitted signature shall be valid and binding by the Parties to this agreement, although reasonable efforts shall be made to forward original signatures as expeditiously as possible, especially if requested by a Governmental Agency for filing, or insurance company.

40. ENTIRE AGREEMENT

40.1 This Contract, with attached Schedules, constitutes the entire agreement between the Parties and supersedes any prior Contracts 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.

41. LANGUAGE

41.1 This Contract shall be signed in English, which shall bind the parties and be an official language of the Contract for all matters relating to the meaning or interpretation of this Contract.

42. GOVERNING LAW AND JURISDICTION

42.1 The Contract shall be considered as a contract made in Montserrat. This Contract shall be governed by recognized “International Maritime Law” (IML) but in any event or matter residing outside of IML will be governed by and construed in accordance with the Laws of Montserrat.

43 ACCEPTANCE OF TERMS

43.1 Each of the parties to this Contract by their duly authorized representative, who has the capacity to execute the said Contract, hereby signifies that they have read and understood this Contract and agree with the terms contained therein and has cause the execution of the same.

IN WITNESS WHEREOF, the Parties have executed this Contract on the date set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms thereof.

Signed by) _____
Permanent Secretary, Office of the)
Premier acting for and on behalf of)
the Government of Montserrat)

In the presence of:
Signature _____

Name _____

The common seal of ……..)
hereto affixed by .....) _____
……..)
Owner/Director
In the presence of:
Signature _____

Name _____

Position _____

SCHEDULE 1
CONTRACTORS PROPOSAL

SCHEDULE 2
PORTS OF CALL/ LIST OF ROUTES TO BE SERVED

SCHEDULE 3
SERVICE SCHEDULE

Off Peak Service Schedule (**November 2025, January 2026, February 2026, April 2026**,)

Indicative timetable (5 Days) – This is subject to change by

Tuesday	----------	2 sailings
Thursdays	----------	2 sailings
Fridays	----------	2 sailings
Saturdays	----------	2 sailings
Sundays	----------	2 sailings

Peak Time Service Schedule (**December 2025 and March 2026**)

Indicative timetable (6 Days) – This is subject to change by

Tuesday	----------	2 sailings
Wednesday	----------	2 sailings
Thursdays	----------	2 sailings
Fridays	----------	2 sailings
Saturdays	----------	2 sailings
Sundays	----------	2 sailings

Additional sailings may be required for the Month of March 2026 to cover high traffic demands the week before and the week after the 17th of March.

SCHEDULE 4
VESSEL SPECIFICATIONS

SCHEDULE 5
WIRE TRANSFER DETAILS

16.0 APPENDIX B - List of Return Routes to be served

Peak Season – November 2025 to April 2026

1. Montserrat to Antigua;
2. Montserrat to Nevis or St Kitts,

17.0 APPENDIX C - Specific Non-Timetabled Requirements

In addition to the sailings specified in the relevant timetables, the Operator will be required to respond to certain other requirements as part of the Contract. This APPENDIX sets out examples of events which the Operator may be asked to amend his schedule to cater for.

1. Other special sailings for medical emergencies or for such other purpose, as approved by the Access Division, Office of the Premier.

18.0 APPENDIX D - Historical Passenger Movements data (MNI-ANU route)

AIR PASSENGER MOVEMENTS DATA (Inbound and Outbound)

Month	2017-18	2018-19	2019-20	2020-21	2021-22	2023-24
April	1,306	1,218	1,163	7	57	587
May	986	1,002	963	62	187	821
June	1,145	1,087	955	102	350	1,062
July	1,314	1,191	953	131	580	1,053
August	1,428	1,007	986	360	669	1,643
September	769	1,006	789	261	423	1,027
October	946	1,067	770	221	409	566
November	1,208	1,144	1,152	233	503	1,281
December	1,294	1,429	1,213	369	341	608
January	1,414	1,469	1,441	302	346	789
February	1,372	1,219	1,042	186	412	633
March	2,437	1,698	1,732	192	942	1,318
TOTAL	**15,619**	**14,537**	**13,159**	**2,426**	**5,219**	**11,388**

FERRY PASSENGER MOVEMENTS DATA (Inbound and Outbound)

Month	2017	2018	2019	2020	2023	2024
January	1,365	1,429	1,621	1,325	-	864
February	1,395	1,028	1,653	1,313	-	969
March	4,082	4,410	4,856	3,938	581	3,664
April	1,613	1,709	2,039	-	177	693
May	1,174	1,389	1,675	-	-	
June	1,703	1,676	1,773	-	-	
July	2,069	2,065	1,782	-	-	
August	1,768	2,459	2,726	-	-	
September	880	1,199	1,153	-	-	
October	1,207	1,270	1,648	-	-	
November	1,463	1,697	1,353	-	805	
December	3,165	2,274	2,490	-	1,699	
Total	**21,884**	**22,605**	**24,769**	**6,576**	**3,262**	

DAILY FERRY PASSENGER MOVEMENTS – MARCH 2020

Date	Inbound (ANU-MNI)	Outbound (MNI-ANU)	TOTAL
1-Mar	40	24	64
2-Mar	NO SERVICE		
3-Mar	177	68	245
4-Mar	NO SERVICE		
5-Mar	147	17	164
6-Mar	181	55	236
7-Mar	85	28	113
8-Mar	125	12	137
9-Mar	0	12	12
10-Mar	328	0	328
11-Mar	215	0	215
12-Mar	203	11	214
13-Mar	494	20	514
14-Mar	106	21	127
15-Mar	24	101	125
16-Mar	20	91	111
17-Mar	5	94	99
18-Mar	4	214	218
19-Mar	7	234	241
20-Mar	5	164	169
21-Mar	4	107	111
22-Mar	1	63	64
23-Mar	1	17	18
24-Mar	6	164	170
25-Mar	NO SERVICE		
26-Mar	5	95	100
27-Mar	3	86	89
28-Mar	2	52	54
29-Mar	SERVICES CANCELLED - COVID-19		
30-Mar			
31-Mar			
TOTAL	2188	1750	3938

19.0 APPENDIX E - Passenger Ferry Certification Requirements

Montserrat Maritime Administration

P. O. BOX 383 | LITTLE BAY | MONTSERRAT | WEST INDIES

PHONE : (664) 491-2791/2

FAX : (664) 491-8063

EMAIL : maritime.administration@gov.ms

Passenger Vessel Certification Requirements

Prior to the commencement of passenger ferry operation, the provision of certain information is essential, together of course with the mandatory safety and security (ISPS) checks with the Montserrat Marine Police, namely: -

1. Where the vessel is registered and under what Code
2. The operational limitations, including weather and sea states
3. The management company, if applicable
4. The last survey/inspection report, including but not limited to: -

   i. The gross tonnage of the vessel
   ii. The length of the vessel
   iii. The size of the engine
   iv. The type of engine
   v. The speed of vessel
   vi. When the vessel was last in dry dock
   vii. The date of the next dry dock
   viii. Any outstanding maintenance issues
   ix. The class surveyor
   x. The previous owner
   xi. Safety manning with minimum crew and crew certification
   xii. Number of fuel tanks
   xiii. Total capacity of fuel tanks
   xiv. How many ballast – and associated arrangements
   xv. Jet stream or propeller (what type)
   xvi. Fresh Water capacity
   xvii. Number of bathrooms
   xviii. Number and type of life saving appliances on board as per Code requirements
   xix. Type of firefighting systems.

5. Relevant in-date survey certificates as per the Code requirements. Vessel certifications required will include but not be limited to: -

   a) SOLAS Passenger Ship Safety Certificate with appropriate operational limitations (may be a High-Speed Craft Safety Certificate if appropriate) – this can be based on Caribbean SCV code for vessels <24m if appropriately notified to IMO.
   b) International Load Line Certificate.
   c) International Tonnage Certificate.
   d) International Sewage Pollution Prevention Certificate.
   e) International Antifouling Certificate or statement.
   f) Evidence of Maritime Labour Convention Compliance as per flag state requirement (included in Caribbean SCV certification);
   g) Evidence of compliance or non-applicability of International Ballast Water Management Convention.
   h) Evidence of Passenger Carriage Liability Insurance (Athens Convention).
   i) Minimum Safe Manning Document as per flag state requirements.
   j) Engine International Air Pollution Prevention Certification.
   k) International Safety Management Certificate.
   l) International Ship Security Certificate.
   m) Dangerous Goods certification, as required.

The above information is to be submitted to Mr. Joseph A. O'Garro (joseph.ogarro@mpa.ms) and copied to maritime.administration@gov.ms.

Dated this 17th day of October 2022.

Joseph O'Garro
On behalf of the Montserrat Maritime Administration