

Government of Montserrat

Invitation to Tender

Montserrat (Short-term) Passenger Ferry Service



June 2023

THE PROCUREMENT PROCESS

Project Details	Deliverables
Invitation to Tender for Montserrat (short-term) Passenger Ferry Service.	<p>Date Published on Government of Montserrat Website https://tenders.gov.ms and www.mytenders.co.uk portal</p> <p>Tuesday 4th July 2023</p>
Contract Period	<p>An estimated five (5) months with a tentative start date of 01st November 2023 to 31st March 2024, with a possibility to extend for a further two (2) weeks</p>
Access to the ITT Suite of Documents	<p>This ITT can be downloaded from the Government of Montserrat website at https://tenders.gov.ms or at www.mytenders.co.uk</p> <p>Electronic tenders can be submitted via the myTenders Portal at www.mytenders.co.uk</p> <p>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</p>
Clarification deadline and contact details	<p>Wednesday, 26th July 2023</p> <p>Email: procurement@gov.ms</p>
ITT submission deadline	<p>Wednesday, 9th August 2023 no later than 12.00 midday (GMT-4)</p>
Tender Submission address	<p>The Chairperson Public Procurement Board, Ministry of Finance and Economic Management, Brades, MONTSERRAT</p>
Contract Commencement – this is an indicative date and may be subject to change	<p>01st November 2023</p>

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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. The information contained herein is confidential and must not be used for any purpose other than that connected with this process.

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 organisation and GOM and its advisors. GOM will not share this information with any other organisations or Public Bodies without the permission of the organisation. Similarly, organisations must treat all information provided by GOM and its advisors as confidential.

Respondents 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	GOM Head of Procurement
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 would like to enter into a contract for an estimated period of **five (5) months**, with the possibility to extend for two (2) weeks. This will be subject to funding availability and the requirements for the service.

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://www.gov.ms/wp-content/uploads/2021/04/SRO-No-27-of-2019-Public-Finance-Management-and-Accountability-Proc....pdf>

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 Tender

Tenders must be expressed exclusively in United States Dollars (US\$) excluding any taxes.

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 proceedings 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.

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 achieve a minimum score of **65%** to be considered for award of contract.

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 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.

- 2) 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.
- 3) 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 tender for the Montserrat (short term) Passenger Ferry Service to operate between Montserrat and Antigua. The tender is for the charter of a fully crewed vessel, to be available six (6) days per week, to work to the timetable set out by the Government, and any other journeys that may be determined by the Government. Fuel costs will be met by the Government and do not form part of this tender, other than through the requirement to be transparent about fuel usage.
- 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 of Procurement, at procurement@gov.ms no later than Wednesday, 26th July 2023.

4.0 THIS ITT

Bidders must provide a detailed proposal for operating the Passenger Ferry Services 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.

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.

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:

Invitation to Tender for Montserrat (short term) Passenger Ferry Service

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 Project Title and address for Tender return:

Invitation to Tender for Montserrat (short term) Passenger Ferry Service

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, 9th August 2023.**

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. 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.
10. 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,
11. Bidders must be completed in the English language or a full English translation provided at no cost to the GoM.
12. In completing Tender/Bid submissions and/or requesting clarification, Bidders must refer to the numbering format/section as set in the ITT.
13. 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 35% of the total technical weighting 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
<p>Stage 3. Bid submissions which do not satisfy the requirements (pass) for both Stages 1 and 2, will be disqualified and not proceed to Stage 3 (or the Evaluation stage).</p> <p><i>Bids shall be evaluated to a total score of 100%. The technical criteria shall have a total score of 60% and the Cost proposal shall have a total score of 40%</i></p>	
Technical Criteria – 60%	
Bidder to submit an Operational Plan that should the following areas, as minimum: <ul style="list-style-type: none"> • 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%
Cost Proposal – 40%	
Cost Proposal – refer to section 7.2	40%
TOTAL	100%

7.1 Administrative Compliance (Pass/Fail)

Bidders must submit the following documents for stage 1 evaluation:

1. Completed and Signed Form of Tender (Section 9.0)
2. Completed Cost Proposal Form (sub-Section 7.2)
3. A valid Tax Compliance Certificate (if bidder is a local company)
4. Completed and Signed Anti-Collusion Statement (Section 12.0)
5. Completed and signed Respondent's Identification Details (Section 10.0)

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 Cost Proposal

The cost proposal must include price for **five (5) months**. In addition, we require a daily rate and monthly rate (30 calendar days), for any potential extension beyond the original contract period.

Cost Proposal Form – please complete and return this form with your Form of Tender (refer to section 9.0)

Service	Cost (USD)
Daily rate if extension is required beyond the agreed contract period.	USD
Monthly rate for passenger ferry service	USD
Total Cost for 5-month passenger ferry service (please provide a breakdown of the fees and charges)	USD

Bidders must complete this Cost Proposal Form and Form of Tender (see section 9.0) and return them with their ITT submission. One (1) Form of Tender should be submitted.

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.

Methodology for evaluating price

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

$$\frac{\text{Lowest Price (A)}}{\text{Higher Price (B)}} \times 40\% =$$

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%

Evaluation Scoring – Quality Criteria Methodology

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.	5
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.	4
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.	3
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.	2
Unacceptable (Major issues) Submission which clearly fails to meet requirements and is not explained. Key information requested has not been supplied and GoMl has major concerns regarding the Bidders ability to meet the requirements of the Contract.	1
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 35% (of the 60% technical 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.

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 SPECIFICATION

8.1 The Requirement

The requirement is for the provision of safe sea transport services for people traveling from Montserrat to Antigua, and from Antigua to 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 for this Contract include:

- i. flexible, consistent and frequent travel options/choice;
- ii. safe and comfortable travel in accordance with the requirements and recommendations for International passenger carriage contained in SOLAS and relevant Montserrat / UK shipping regulation;
- iii. collaborative and coordinated working with all key stakeholders. This will include the way information is shared, day to day communications;
- iv. efficient fuel consumption;
- v. vessel reliability, and;
- vi. the Ferry Services include lifeline support to 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.

8.2 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 should be at least meters in length	25	Pass/Fail
2. The cabin should be enclosed and protected from the elements and weather		Pass/Fail
3. Service speed of no less than knots	18	Pass/Fail

8.2.2 List of additional requirements/information about the Vessel:

- a) Name and previous names of the vessel
- b) When and where built
- 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) International Tonnage Certificate
- m) Engine International Air Pollution Prevention Certification
- n) International Sewage Pollution Certificate
- o) International Antifouling Certificate or Statement
- p) MLC-Maritime Labour Convention Compliance as per flag state requirement
- q) BWM - Ballast Water Management Convention (if flag had ratified)
- r) Safe Manning documents as per flag state
- s) ISSC-International Ship Security Certificate
- t) SMC – International Safety Management Certificate
- u) Dangerous Goods Certification
- v) ISM / DOC
- w) Insurance
- x) Exemption / Equivalencies

- 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 will wish to note that the proposed Vessel will be subject to physical inspection by the Montserrat Maritime Administration before being approved. Details of where this can be undertaken should be provided.
- 8.2.6 The Operator will also be responsible for the operational management of the Vessel 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) will be implemented and complied with.
- 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, preferably:
- 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.

8.3.2 Capable of operating in seas with Beaufort swells and wave conditions of up to two meters.

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

8.3.4 Propulsion, electrical and fire-fighting Equipment.

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 operations, 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 the liaison with the Port Authorities in Antigua & Barbuda 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 (LxWxH -40"x48"x53") 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 Passenger Ferry Service has evolved gradually and been shaped by historical operational conditions and ferry users' preferences.

Routes (Appendix B) and historical data on passenger movements on the Montserrat to Antigua route (Appendix D) are provided.

8.7 Contract

The contract is for the charter of a Passenger Ferry Service. The ferry is to be available for six (6) days per week. Service delivery may be increased or reduced by the Government of Montserrat. The current timetable is outlined below: This may vary according to the season.

Indicative timetable – This is subject to change by

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

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 for a range of well-known situations including Regular Travel Options, Lifeline Support required by the Emergency Services,

8.8 Persons with Disabilities

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

8.9 Aesthetics and Comfort

At least one (1) working toilet is essential.

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.

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
- iv. Second Mate
- v. Sailor

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 (in particular Health and Safety legislation, applicable regulations and Codes of Practice and the Port Marine Safety Code).
- 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 unseaworthy 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 could be prepared by an Recognized Organization (RO) or other competent person and would often contain a bit more information than either the PSC or FS reports in (subsection 8.2.2).

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. The Government will conduct whatever audits and spot checks it feels are required for compliance against (but not limited to) the PSSC and the ISPS Code. Bidders should also note that, if successful, they will also be required to comply with any other legislative requirements for information or adhoc requests from the Government of Montserrat.

8.15 Collaborative Working

The Contractor 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 Tourism; Customs; Health officials in Montserrat and Antigua; Docking and Harbour Services, on Montserrat & Antigua. Working closely with all key stakeholders, will therefore be one of the most critical success factors for this Contract. It will involve determining the best way for information to be shared and communicated; the degree and levels that collaboration can take place, including sharing of resources; the sharing of management and performance information.

8.16 Performance Management

- i. It is considered essential that in order to maintain a high standard of quality and performance that the Contractor and Contracting Authority take lead roles in holding regular 'coordinated' operations management meetings.
- ii. 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.
- iii. 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.
- iv. 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 reports directly to the Permanent Secretary in the Office of the Premier.
- v. 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

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

Mobilization cost should be stated in the cost proposal as per section 7.2 of this document.

Operator shall take note that GOM expects vessel to be positioned in Montserrat at least two (2) calendar days before commencement of contract

9.0 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

I/We the undersigned undertake to provide Ferry Services in accordance with General Conditions of Contract and Scope of Service for the required **five (5) 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 five (5) 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:

10.0 RESPONDENT'S IDENTIFICATION DETAILS

A		PERSONAL INFORMATION	
BUSINESS NAME:.....REGISTRATION NUMBER:.....			
BUSINESS ADDRESS:.....			
.....			
CONTACT PERSON:.....POSITION:.....			
TELEPHONE NUMBER(S):.....WEBSITE:.....			
EMAIL ADDRESS:			
B		QUESTIONNAIRE	
		√	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?		(0-1)
			(1-3)
			(3-5)
			(5-10)
			(10 & Over
3	Number of Employees within your entity?		(1-5)
			(6-10)
			(11-15)
			(16 & Over)
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?		(50-100)K
			(101-200)K
			(201-400)K
			Over 400K
6	Has your entity failed to complete a contract for a public or private entity?		YES
			NO
7	Provide details 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)			
.....			
Date		Business Name/Stamp	

11.0 TENDER CHECKLIST

Project Title: **Tender for Montserrat (short term) Passenger Ferry Services**
 Date advertised: **Tuesday, 4th July, 2023**
 Clarification Deadline: **Wednesday, 26th July 2023**
 Tender Deadline Date: **Wednesday, 09nd August, 2023**
 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 and Signed Form of Tender (Section 9.0)	
	Completed Cost Proposal Form (Section 7.2)	
	A valid Tax Compliance Certificate (if bidder is a local company)	
	Completed and Signed Anti-Collusion Statement (Section 12.0)	
	Completed and signed Respondent's Identification Details (Section 10.0)	
Stage 2	Ferry should be at least 25 meters in length	
	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)	
	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 – International Safety Management Certificate		
Dangerous Goods Certification		
ISM / DOC		
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, 8.10 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	
	Navigation and Safety Equipment and Safety Plan - refer to sections 8.3 and 8.13	
	Arrangements for passengers with disability (refer to section 8.9)	
	Aesthetics and Comfort - refer to section 8.9	
	Mobilization Outline - refer to section 8.17	
	Cost Proposal – refer to section 7.2	

.....
 Signed on behalf of Contractor

.....
 Date

12.0 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.....2023

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

13.0 APPENDIX A

FORM OF AGREEMENT
ISLAND OF MONTSERRAT

This Agreement is made the..... day of.....**2023** between the **GOVERNMENT OF MONTSERRAT** having its headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by (hereinafter referred to as “**GOM**”) of the one part andwhose address is acting herein and represented by (hereinafter referred to as “**the Supplier**”) of the other part.

WHEREAS the Government of Montserrat is desirous of carrying out the **Montserrat Short Term Passenger Ferry Services** and WHEREAS the Supplier offered to perform this task as a contract price of dollars (**US\$.....00**), as full consideration for the Services performed by the Supplier under the terms of this Contract, the **GOM** will pay the fees as agreed, payable against original invoices delivered to the **GOM** by the Supplier.

1. INTERPRETATION

1.1. In these conditions the following terms shall have the following meanings: -

The Contract means the agreement concluded between the **GOM** and the Supplier,, including all specifications which are described and attached hereto to include the tender instructions, and other documents which may be incorporated or referred to herein;

The Contracting Authority means the Government of Montserrat **GOM**.

The Contract Price means the gross price to be paid by **GOM** and the method of payment of the Contract Price shall be agreed between the parties.

The Services means all work which the Supplier is required to undertake in the performance of this contract to provide **Montserrat Short Term Passenger Ferry Services**

The Specification means the **GOM’s** requirements for the provision of **Montserrat Short Term Passenger Ferry Services** details of which have been provided in this tender document.

The Supplier means the company/ companies/ individuals that have responsibility for carrying out the requirements of the contract.

2. CONTRACT DOCUMENTS

The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The Agreement (This document)

(b) Appendices:

Appendix 1: List of Return Routes to be served

Appendix 2: Specific Non-Timetabled Requirements

Appendix 3: Historical Passenger Data (MNI-ANU Route)

Appendix 4: Passenger Ferry Certification Requirements

3. DELIVERABLES

3.1 The Supplier agrees to perform the Services in accordance with this Agreement.

4. VARIATIONS OF CONDITIONS

The **Montserrat Short Term Passenger Ferry Services** outlined in the Specifications shall be carried out in accordance with these Conditions and requirements and no amendment or variation either to the terms and conditions or to the requirements shall be made unless agreed in writing between the parties and incorporated into this Agreement.

5. NON-DELIVERY

Without prejudice to any other right or remedy, should the Supplier not deliver the Services or any portion thereof within the time or times specified in the Contract, except in cases of force majeure and subject always to the receipt of written notice within five (5) days of the force majeure event relied on or if the Services are delayed due to events outside of the Supplier's control, in which case the Supplier shall be entitled to a fair and reasonable time for such delay, then:

- 5.1 The **GOM** shall be at liberty to determine the Contract and to procure services of the same or similar description from another Supplier to make good such default; and,
- 5.2 The **GOM** shall recover from the Supplier any sum or sums paid to the Supplier in respect of the services. Also, the **GOM** shall be able to recover from the supplier any increased costs resulting from obtaining supplies from an alternative supplier.

6. PAYMENT

- 6.1 As full consideration for the Services performed by the Supplier under the terms of this Contract, the **GOM** will pay the Supplier a Sumdollars (**US\$.....00**) inclusive of any relevant taxes and fees as outlined; within thirty (30) days of receipt of an invoice. This sum is payable against original invoices delivered to the **GOM** by the Supplier, provided that **GOM** shall give notice in writing of its intention not to pay such fee and provide the relevant reason where:
 - a. The Supplier has failed to carry out Services, or has inadequately carried out Services required by this Contract to be carried out and has not remedied such failure or deficiency within a reasonable time;
 - b. The Supplier, by act or omission has caused damage to personnel or property of the **GOM** or any third party;
 - c. There is a breach of any other provision of this Contract; and upon giving such notice the **GOM** may withhold payment accordingly.
- 6.2 **GOM**, whenever under the Contract any sum of money shall be recoverable from or payable by the Supplier, the same may be deducted from any sum then due or which at any time thereafter may become due to the Supplier under the Contract as a debt, providing that such sum is agreed by the parties as recoverable by GOM or has been fully ascertained and substantiated.
- 6.3 If any fee or portion thereof payable under this Agreement shall be unpaid forty (40) days after receipt of an original invoice in respect of such fee the Supplier may give notice to the **GOM** requiring the **GOM** to pay such fee or part thereof and if the **GOM** shall fail to comply with such notice, the Supplier may terminate or suspend this Contract immediately. Nothing stated in this provision shall operate to impair the right of the Supplier to recover any such fee in any other manner.
- 6.4 Any payment made after the due date for payment shall attract interest at a rate of 2% per centum.

7. INDEMNITY AND INSURANCE

- 7.1 Supplier shall be liable for and shall indemnify the **GOM** against any liability, loss, costs, expenses, claims or proceedings whatsoever arising under any statute or common law in respect of: -
- 7.1.1 Any loss of or damage to property (whether real or personal) caused by the Supplier, its servants or agents; and
- 7.1.2 Any injury to any person including injury resulting in death, in consequence of or in any way arising out of any negligent act or omission which may arise in the performance of the Contract by or on behalf of the Supplier except insofar as such loss, damage or injury shall have been caused by negligence on the part of the **GOM**, its employees, servants or agents.
- 7.2 Notwithstanding any other term to the contrary in this Contract or any related document and whether the cause of action for any claim arises under or in connection with this Contract in contract or tort, in negligence or for breach of statutory duty or otherwise, in relation to any and all causes of action as aforesaid the total liability of the Supplier in the aggregate for all claims shall be limited to the lesser of:
- a) sum equivalent to three (3) times the fee payable under this Contract or
- b) \$100,000.00 Eastern Caribbean Dollars.
- 7.3 Neither party shall be liable to the other for any indirect, special or consequential loss (including but not limited to loss of profit whether direct or indirect, loss of production, loss of contracts, loss of use, loss of business, and loss of business opportunity.
- 7.4 Further, and without prejudice to the aforesaid limit of liability and such liability of the Contractor/Consultant/Supplier for the loss or damage in respect of any claim or claims shall be limited to such sum or sums as it would be just and equitable for the Contractor/Consultant/Supplier to pay having regard to the Contractor's /Consultant's responsibility for the same and on the basis that:
- a) all other parties appointed or to be appointed by the Contracting Authority to perform related services in connection with the Project shall be deemed to have provided undertakings on terms no less onerous than this Contract and shall be deemed to have paid to the Contracting Authority such contribution as it would be just and equitable for them to pay having regard to their responsibility for the loss or damage; and
- b) it shall be deemed that all such other parties have not limited or excluded their liability to the Contracting Authority for the loss or damage in any way which may be prejudicial to the Contractor's/Consultant's liability under this Clause

8. INSURANCE

- 8.1 The Supplier shall insure against its full liability under this Contract.
- 8.2 The Supplier shall produce to **GOM**, upon request, documentary evidence that insurance is properly maintained.

9. ASSIGNMENT

- 9.1 The **GOM** shall be entitled to assign the benefit of this Contract or any part thereof and shall give written notice of any assignment to the Supplier.
- 9.2 The Supplier shall not:-
- 9.2.1 Assign the Contract or any part thereof or the benefit or interest of the Contract without the prior written consent of the **GOM**; or

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

10. CONFIDENTIALITY

- 10.1 All information, requirements, documents and other data which the **GOM** may have imparted and may from time to time impart to the Supplier relating to its business, employees, customers, prices, requirements, or any computer system (including hardware and software or maintenance thereof) and including any technical specifications is proprietary and confidential.
- 10.2 The Supplier hereby agrees that it shall use such confidential information and all other data solely for the purposes of this Contract and that it shall not at any time during or any time after the completion, expiry or termination of this Contract, disclose the same whether directly or indirectly to any third party without the **GOM's** prior written consent.
- 10.3 The Supplier shall not at any time during or after the term of this Contract divulge or allow to be divulged to any person any information which comes into its possession by virtue of its performance of this Contract, which relates to the business and affairs of the **GOM** except upon authorization by the **GOM**. The Supplier shall not seek to acquire any such information outside of the performance of its duties under this Contract.
- 10.4 The obligations set forth in this Clause 10 shall expire two (2) years after the termination of the Contract.

11. BRIBERY AND CORRUPTION

Either party shall be entitled to determine the Contract and to recover from the other party the amount of any loss resulting from such action if: -

- 11.1 Any party that has offered or given or agreed to give to any person any gift or consideration of any kind as inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the Contract or any other contract with the other party; or
- 11.2 The like acts shall have been done by any person employed by the Parties or acting on its behalf (whether with or without the knowledge of the Party); or
- 11.3 In relation to any Contract with the **GOM** the Supplier or person employed by it or acting on its behalf shall:-
- 11.3.1 Have committed an offence under the Integrity in Public Office Act No. 2 of 2010 or
- 11.3.2 Have given any fee or reward, the receipt of which is an offence, under the relevant laws.
- 11.4 In the performance of their obligations under or in connection with this Contract the parties, their agents and employees shall comply with all applicable laws, rules and regulations including and not limited to the Bribery Act 2010 and where appropriate, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

12. TERMINATION

- 12.1 The **GOM** may terminate this Contract in any of the circumstances set out below by giving to the Supplier notice in writing where the Supplier: -
- 12.1.1 Commits a material breach of any of its obligations under this Contract; and despite

notice of such breach in writing by the Contracting Authority to the Supplier, the Supplier fails to remedy such breach within fourteen (14) days of the notice then the Contracting Authority may terminate the Contract forthwith.

- 12.1.2 Becomes bankrupt or makes a composition or arrangement with its creditors or has a proposal in respect of its company or partnership for the voluntary arrangement for the composition of debts or scheme or arrangement approved in accordance with the Companies Act or the Bankruptcy Act;
- 12.1.3 Has a winding-up order made or (except for the purposes of amalgamation or Reconstruction) a resolution for voluntary winding-up passed;
- 12.1.4 Has a provisional liquidator, receiver or manager of its business or undertaking duly appointed;
- 12.1.5 Has an administrative receiver appointed;
- 12.1.6 Has possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating greater than US\$25,000.00.
- 12.1.7 Is in circumstances which entitle a court or creditor to appoint or have appointed a receiver, a manager or administrative receiver or which entitle a court to make a winding-up order; then in any such circumstances the **GOM** may without prejudice to any accrued rights or remedies under this Contract, terminate the Contract by giving notice in writing.

12.2 If the Contract is terminated as provided in this condition then the **GOM** shall:-

- 12.2.1 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;
- 12.2.2 Be entitled to repossess any of its Equipment (if any) in the possession of the Supplier;
- 12.2.3 Be entitled to deduct any losses to the **GOM** 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 **GOM** to the Supplier as a debt). Such loss shall include the reasonable cost to the **GOM** of the time spent by the **GOM** in terminating of the Contract as aforesaid have been due to the Supplier.

13. OWNERSHIP OF MATERIAL

- 13.1 Any material, graphic, software or otherwise, supplied by the Supplier for the Client under the Contract shall belong to and remain the property of the Client (Government of Montserrat). The Supplier may retain a copy of such documents and software.

14. WAIVER

- 14.1 The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Contract. No waiver of any default or non-performance by any party shall be considered a waiver of any subsequent default or non-performance.

15. COMPLETE CONTRACT

15.1 This Contract supersedes any prior Contract 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.

16. GOVERNING LAW

16.1 This Contract shall be governed by the laws of Montserrat in every particular and shall be deemed to be made in Montserrat.

17. FORCE MAJEURE

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

19. NOTICES

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

19.2 A notice shall be delivered as follows:

A. If to the Supplier, to:

Name :
Designation:
Address:
.....
Tel:
Fax:
Email:

B. If to the **GOM**, to:

Name:
Designation:
Address: Office of the Premier
Government Headquarters
Brades
Montserrat
Tel: (664) 491-3378
Email: casseld@gov.ms
[Email: accessmni@gov.ms](mailto:accessmni@gov.ms)

20. MEDIATION AND ARBITRATION

20.1 If a dispute arises under this Contract, the parties agree to first try to resolve the dispute through mutual agreement within fourteen (14) days. If unsuccessful, then the dispute shall be settled with the help of a mutually agreed-upon mediator in Montserrat. The parties shall share any costs and fees other than attorney fees associated with the mediation equally.

21. SIGNATURES

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

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

SUPPLIER:

Name:

Designation:

Signature:

Witness Name:.....

Designation:

Signature:

GOM :

Name:

Designation:

Signature:

Witness Name:.....

Designation:

Signature:

14.0 APPENDIX B - List of Return Routes to be served

1. Montserrat to Antigua;
2. Montserrat to St Kitts, and;
3. Montserrat to Nevis.

15.0 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.

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

Ferry Passenger Movement (Jan 2018 to Mar 2020)

Month	2018	2019	2020
January	1,429	1,621	1,325
February	1,028	1,653	1,313
March	4,410	4,856	3,938
April	1,709	2,039	
May	1,389	1,675	
June	1,676	1,773	
July	2,065	1,782	
August	2,459	2,726	
September	1,199	1,153	
October	1,270	1,648	
November	1,697	1,353	
December	2,274	2,490	
TOTAL	22,605	24,769	
Jan-Mar	6,867	8,130	6,576

Daily Ferry Passenger Movement - 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

Source: Ferry Booking System

17.0 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