

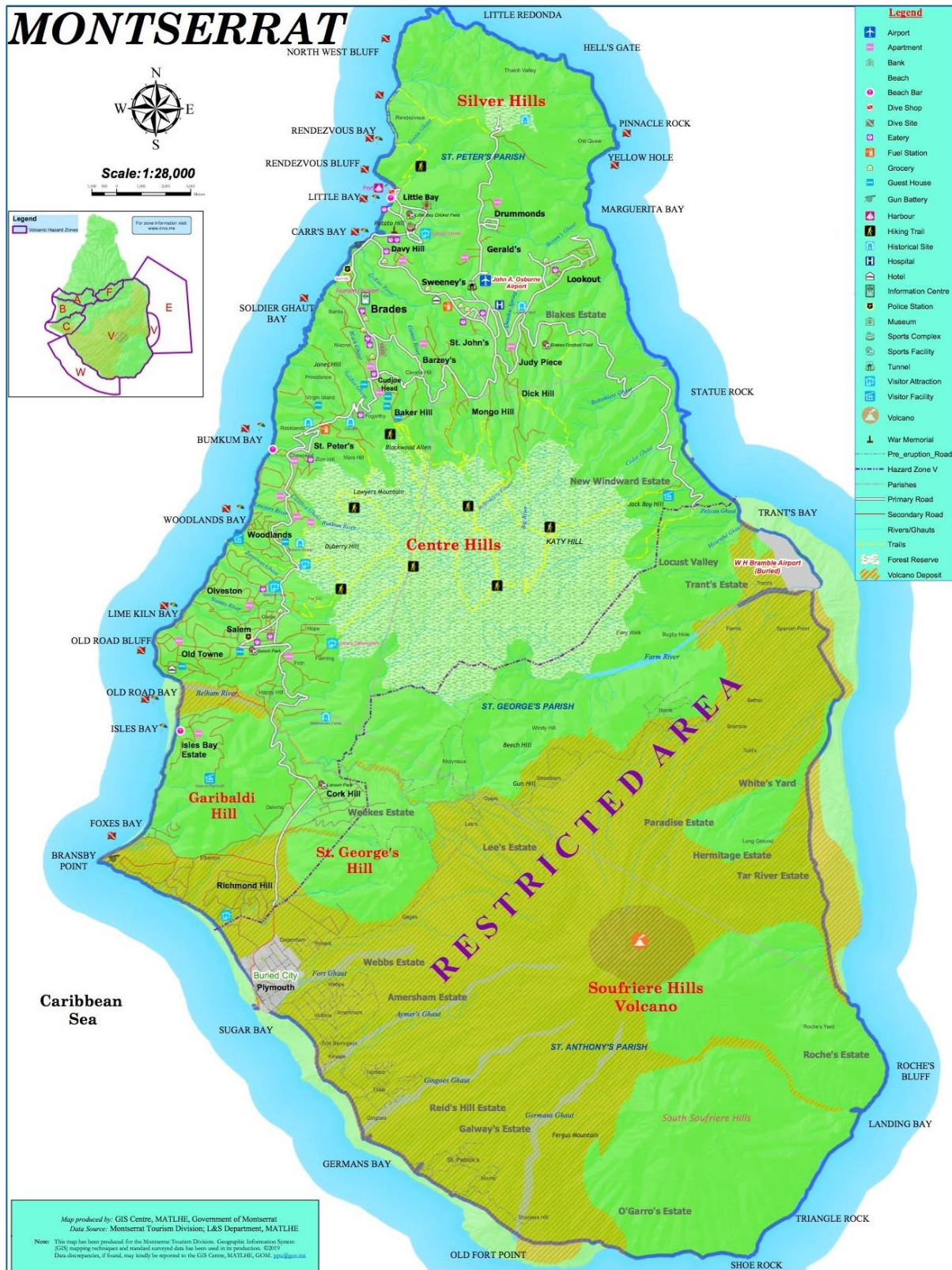
# Tender Document for the Procurement of Passenger Ferry Services operating from Little Bay, Montserrat



## Office of the Premier Government of Montserrat

Issued: 22<sup>nd</sup> September 2026

Reference Number: OP-08-120826



## **Background**

The Government of Montserrat is an internally self-governing overseas territory of the United Kingdom. Government is executed through a Governor appointed by the King and is led by the Premier as the Head of Government along with three (3) Ministers.

Montserrat is a mountainous little gem in the Lesser Antilles chain of islands nestled between Antigua and Barbuda, St Kitts and Nevis and Guadeloupe. Montserrat has a population of 4,396 (2023 census) with a land area 16 km long and 11km wide. It has a rich mixture of African, North American and European influences. The official language of Montserrat is English. Montserrat was very well integrated in the 1990's with a population peaking at around 14,000; with a regional airport and cruise ship terminal with a capacity for handling 45,000 tourists per year.

In 1989 Hurricane Hugo devastated the Island. During the following years. Montserrat embarked on a rigorous rebuilding programme. However, this recovery was interrupted by the eruption of the Soufriere Hills Volcano in 1995 and subsequent eruptions that destroyed Plymouth (capital city), the airport and seaport. The capital city Plymouth has remained abandoned since 1997 due to ongoing volcanic activity.

This led to a period of sustained economic decline and rising dependence on budgetary aid from the United Kingdom (UK) Government. In particular, the lack of suitable long-term access was and remains a binding constraint on private sector development and economic growth.

# Letter of Invitation

Office of the Premier – Access Division  
Government Headquarters  
Brades,  
Montserrat MSR1110

Date: 22<sup>nd</sup> September 2026

## Invitation to Tender for Operational Support Passenger Ferry Services

The Government of Montserrat, represented by the Office of the Premier – Access Division, invites suitably qualified tenders for the provision of Operational Support Passenger Ferry Services, including cargo capability, for the period **1<sup>st</sup> December 2026 to 31<sup>st</sup> May 2027**.

The service will include:

- Passenger and cargo operations
- A fully crewed vessel
- Primary route: Montserrat (MNI) ↔ Antigua (ANU) on 5 to 6 days per week
- Secondary route: Montserrat (MNI) ↔ Nevis (NEV) on 1 to 2 days per week
- Special Voyages: Montserrat (MNI) ↔ St. Marteen (SXM) or Guadeloupe (GLP).
- Service Provider-funded fuel, agency facilitation, port charges, docking fees
- Service Provider retention of all ticketing and cargo revenue collected

Tendering will be conducted under the open tendering procedures of the Public Procurement Act 2025 and Public Procurement Regulations 2025.

Interested tenderers should review the attached tender document, which contains all instructions, information, and templates required to prepare and submit a tender.

The deadline for receipt of tenders is: **Tuesday, 27<sup>th</sup> October 2026 at 12:00 midday (UTC-4)**

Alfredo J. Landaeta  
Head of Procurement  
Government of Montserrat

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## Section 1

### Instructions to Tenderers

These Instructions to Tenderers should be read in conjunction with the Tender Data Sheet in Section 2 of this tender document.

| General                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>1. Scope of Tender</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| <p>The Government of Montserrat (GoM), represented by the procuring entity named in the Tender Data Sheet, invites tenders for the services defined in <b>Section 4 – Schedule of Requirements</b>, specifically:</p> <p><b>Operational Support Passenger and Cargo Ferry Services, comprising the Scheduled Services described in Section 4, for the period 1st December 2026 to 31st May 2027. The Scheduled Services comprise the required Montserrat–Antigua primary route and Montserrat–Nevis secondary route. Optional Special Voyages to Guadeloupe and/or St Maarten under clause 4.11 are not part of the Scheduled Services, Contract Price or Evaluated Bid Price unless separately authorised in writing by GoM in accordance with the Contract.</b></p> <p>The procurement reference number is stated in the Tender Data Sheet: <b>OP-08 120826</b></p> <p>Unless otherwise indicated in the Tender Data Sheet, the contract will be financed by GoM.</p> <p>Tendering will be conducted in accordance with the <b>Public Procurement Act 2025</b> and <b>Public Procurement Regulations 2025</b> of the <b>Government of Montserrat</b>.</p> <p>Tenderers must comply with all requirements of this tender document, including any clarifications or modifications issued by GoM.</p> |  |
| <b>2. Participation</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| <p>Subject to clauses 4 and 5, participation is open to all tenderers who meet the eligibility and qualification criteria listed in Section 3 – Evaluation and Qualification Criteria.</p> <p>If a tenderer is a joint venture:</p> <ul style="list-style-type: none"> <li>• All parties to the joint venture shall be jointly and severally liable for the contract; and</li> <li>• The joint venture must nominate a representative who is authorised to legally bind the joint venture during the tendering process and contract implementation.</li> </ul> <p>Tenderers may submit one tender only, either in their own name or as a member of a joint venture.</p> <p>Subcontracting is allowed. Details of any subcontractor must be included in the tender, with details of the services that they will supply. A firm that is not a tenderer or member of a joint venture may participate as a subcontractor in more than one tender.</p>                                                                                                                                                                                                                                                                                                                                                    |  |

Each Joint Venture member and proposed Subcontractor must meet the eligibility, integrity, sanctions and other requirements stated in Section 3 that are applicable to its proposed role. The tenderer remains responsible for the acts, omissions, capability and compliance of every proposed Subcontractor.

### **3. Code of Conduct**

Tenderers must comply with the Government of Montserrat's Code of Conduct for Suppliers and are required to confirm their acceptance of the code in their tender. The code can be viewed at <https://tenders.gov.ms/>.

Tenderers and suppliers who engage in prohibited practices, as defined in the Public Procurement Act 2025, may be prosecuted under criminal laws and may be debarred from participation in future procurement processes.

### **4. Conflict of Interest**

A tender shall be rejected where the tenderer is found to have a conflict of interest that cannot be remedied, materially impairs fair competition, hinders the tenderer's ability to perform the contract or otherwise prejudices the legitimate interests of the procuring entity.

Conflict of interest situations include, but are not limited to:

- the tenderer or its affiliates were involved in preparing the Schedule of Requirements or other documents used for this procurement;
- the tenderer or any of its key staff have a close business or family relationship with staff of GOM who are or will be involved in any aspect of the procurement process or management of the contract;
- the tenderer controls or is under common control with another tenderer or is in a position to influence the tender of another tenderer.

Tenderers must disclose any actual or potential conflict of interest in the Tender Submission Form. A tenderer may seek confirmation of whether a conflict of interest exists by contacting GOM at the address given in clause 1 of the Tender Data Sheet.

### **5. Sanctions**

Participation in this procurement procedure and performance of any resulting contract shall be subject to full compliance with all applicable sanctions, restrictive measures and trade prohibitions having legal effect in Montserrat ("applicable sanctions").

For the purposes of this procurement, applicable sanctions include, without limitation, sanctions adopted by the United Kingdom pursuant to the Sanctions and Anti-Money Laundering Act 2018 and extended to Montserrat as a British Overseas Territory by Order in Council, as amended from time to time. Further information can be viewed at <https://www.gov.uk/government/publications/the-uk-sanctions-list>.

Applicable sanctions also include any other sanctions indicated in the Tender Data Sheet.

A tenderer shall be excluded from participation in this procurement procedure where the tenderer, or any of the following persons or entities is subject to restrictive measures or designated under any applicable sanctions regime:

- owners or beneficial owners;
- directors or officers;
- persons having powers of representation, decision or control;
- subcontractors or key personnel.

Exclusion shall also apply where the tenderer is owned or controlled, directly or indirectly, by a designated person or entity.

Tenders involving goods, works or services the supply, provision, transfer, export, import or performance of which is prohibited under any applicable sanctions regime shall be rejected.

## Tender Document

### 6. Tender Document

The tender document consists of the following sections:

- Section 1: Instructions to Tenderers
- Section 2: Tender Data Sheet
- Section 3: Evaluation and Qualification Criteria
- Section 4: Schedule of Requirements
- Section 5: General Conditions of Contract
- Section 6: Special Conditions of Contract
- Section 7: Contract Forms
- Section 8: Tender Forms

### 7. Clarification of Tender Document

A tenderer may request clarification of this tender document. Any request for clarification must be submitted in writing to the address shown in the Tender Data Sheet, no later than the date stated in the Tender Data Sheet.

GOM will respond in writing to all requests for clarification received by this date. The response will be sent to all tenderers who obtained the tender document from GOM and will include a description of the clarification request, without identifying the tenderer who requested it.

Clarification requests must be submitted in writing to:

**Email Address:** [procurement@gov.ms](mailto:procurement@gov.ms)

no later than: **Tuesday, 6<sup>th</sup> October 2026 at 4:00 PM (UTC-4)**



## 8. Modification of Tender Document

GOM may modify this tender document at any time prior to the tender deadline.

Where this tender document was downloaded from <https://tenders.gov.ms> or <https://www.mytenders.co.uk/>, any and all modifications will be published on both websites. Tenderers should regularly check this website for any modifications.

Where this tender document was issued directly to tenderers, any modification will be issued in writing to all invited tenderers.

GOM may extend the deadline for submission of tenders by issuing a modification to the tender document.

## 9. Pre-Tender Meeting and/or Site Visit

Where so indicated in the Tender Data Sheet, GoM will hold a pre-tender meeting, site visit or other tenderer briefing. If any such meeting, visit or briefing is held, GoM will issue any material information arising from it simultaneously in writing to all tenderers who obtained the tender documents, without identifying the source of any question or comment.

## Preparation and Submission of Tenders

## 10. Content of Tenders

Tenderers must submit the documents, information and evidence stated in the Tender Data Sheet, Section 3 and Section 8. The detailed requirements in those sections control. The principal submission categories are:

- Administrative and statutory documents required by the Tender Data Sheet and Section 8.
- The completed and signed Tender Submission Form, Tender Submission Checklist and Tenderer Information Form.
- Joint Venture documentation where applicable, together with evidence of the authority of the person signing the tender.
- Tax-compliance evidence and the required Supplier Code of Conduct, Labour Compliance and Tender Securing declarations.
- Eligibility and qualification evidence required by Section 3.
- Financial-capacity evidence, including the turnover and financial information required by Section 3 and Section 8.
- Evidence of relevant ferry or maritime-service experience and current contract commitments as required by Section 3.
- Technical Tender and Method Statement addressing the Schedule of Requirements in Section 4.
- Vessel identification and statutory data required by the ITT and Form 8.8.
- Maritime statutory, class, survey and regulatory-compliance evidence required by Sections 3 and 4.
- Evidence of valid marine insurance required by the ITT.
- Evidence of vessel availability for the required pre-commencement inspections and readiness checks.

- Key Personnel and crew information required by Section 3 and Section 8, including the proposed operational roles and supporting personnel evidence.
- Crew qualifications, experience, certification and personnel data required by the ITT.
  - Equipment, machinery, navigational, communication and safety-system evidence required by Sections 3 and 4.
  - Mobilisation Plan and the supporting operational-readiness arrangements required by the ITT.
  - Service Continuity and Maintenance Plan, including preventive-maintenance, defect-management and contingency arrangements.
  - Passenger service, comfort and accessibility information required by Sections 3 and 4.
  - Health, safety and environmental-management information required by Sections 3 and 4.
  - Port, stakeholder, customs, immigration and border-control coordination arrangements required by the ITT.
  - Reporting, KPI and contract-management arrangements required by Sections 3 and 4.
  - Financial Proposal in Form 8.7, including the core Evaluated Bid Price.
  - The operating-cost information and other financial detail expressly required by Form 8.7 and the Tender Data Sheet.
  - The quoted extension rate required by the Tender Data Sheet and Form 8.7.
  - Passenger and cargo tariff information required by Form 8.7.
  - Any separately requested Optional Special Voyage rates required by Form 8.7.
  - Any other document expressly required by the Tender Data Sheet, Section 3 or Section 8.

Tenderers must prepare their tenders in English and use the forms provided in Section 8. A tenderer must not include qualifications, reservations, conditions of business or other departures from the ITT unless the ITT expressly permits them.

Tenderers shall bear all costs relating to the preparation and submission of their tenders.

#### **11. Currency**

Tenders must be priced exclusively in United States Dollars (USD). No currency conversion will be applied for evaluation.

#### **12. Tender Prices**

Tender prices must cover all costs required to perform the Scheduled Services described in Section 4 and the Contract. The tenderer shall complete Form 8.7 and state the Total Cost for Contract Bid Submitted, which is the gross fixed price for the six-month Contract Period and the Evaluated Bid Price.

Optional Special Voyage rates for Guadeloupe and/or St Maarten must be stated separately in Form 8.7 and are not part of the Evaluated Bid Price or financial score. Except as expressly provided by the Contract, the Service Provider shall have no entitlement to additional payment for any ordinary cost of performing the core Scheduled Services that should have been included in the Tender Price.

### **13. Validity**

Unless otherwise indicated in the Tender Data Sheet, tenders must be valid for 90 days from the date of the tender deadline. During this validity period, tenderers must maintain their original tender, including prices, without any modification or withdrawal.

GoM may request tenderers to extend the validity of their tenders, including the Tender Securing Declaration. The request and any response must be in writing. A tenderer that agrees to extend the validity period shall not modify its tender, including its price or other terms. A tenderer may refuse to extend tender validity without penalty.

### **14. Tender Security or Tender Securing Declaration**

A tender security is not required for this procurement. Each tender must include a completed, signed and authorised Tender Securing Declaration in Form 8.15.

The Tender Securing Declaration is the tenderer's binding commitment to maintain its tender, including the tendered price, throughout the tender-validity period and, if its tender is accepted, to execute the Contract Agreement and complete the contractual requirements stated in the Notice of Acceptance.

If a tenderer withdraws its tender during the tender-validity period, or fails to execute the Contract Agreement or complete a contractual requirement after a Notice of Acceptance has been issued, GoM may reject the tender, cancel the Notice of Acceptance and/or initiate debarment proceedings in accordance with the Public Procurement Act 2025 and the Public Procurement Regulations 2025, where the relevant statutory grounds are satisfied.

The Tender Securing Declaration shall expire for an unsuccessful tenderer on the earlier of receipt of notice of the successful tenderer or expiry of the tender-validity period.

The Tender Securing Declaration of the successful tenderer shall expire when the Contract Agreement has been executed and the Service Provider has completed the contractual requirements specified in the Notice of Acceptance.

No tender bond, cash deposit, bank guarantee or other financial tender security is required for this procurement.

### **15. Signing of Tenders**

The Tender Submission Form and Form 8.7 - Price Activity Schedule and Financial Proposal must each be signed by a person duly authorised to bind the tenderer. The name and position of the authorised signatory must be stated on the Tender Submission Form.

Written evidence of the signatory's authority to bind the tenderer must be included with the tender.



Any amendments to the tender must also be signed by the person signing the tender.

### 16. Submission of Tenders

Tenders may be either:

- submitted in hard copy to the address indicated in the Tender Data Sheet; or
- uploaded electronically to <https://mytenders.co.uk/>.

Where a tender is submitted in hard copy, it must be sealed within inner and outer envelopes, marked in accordance with the instructions in the Tender Data Sheet.

No alternative tenders are permitted.

Hard copy tenders must be submitted to:

**Chairperson, Public Procurement Board  
Ministry of Finance & Economic Management  
Brades  
Montserrat MSR1110**

Electronic submissions must be uploaded to: [www.mytenders.co.uk](http://www.mytenders.co.uk)

Hard copy tenders must be enclosed in sealed inner and outer envelopes and marked exactly as specified in clause 10 of the Tender Data Sheet.

To submit a tender electronically, the tenderer must register its interest in advance at <https://mytenders.co.uk/>. Following registration, the tenderer should follow the online instructions to upload its tender.

### 17. Tender Deadline

Tenders must be received by GoM no later than the date and time indicated in the Tender Data Sheet.

Tender submission deadline is: **Tuesday, 27<sup>th</sup> October 2026**

**Time:** no later than **12:00 midday (UTC-4)**

GoM may extend the deadline for submission of tenders by issuing a modification to the tender document in accordance with clause 8.

All tenders received after the tender deadline will be rejected.

### 18. Withdrawal and Replacement of Tenders

A tenderer may withdraw or replace its tender at any time before the Tender Deadline. A valid replacement tender submitted before the Tender Deadline supersedes the earlier tender in full.

Where the tender was submitted in hard copy, any withdrawal notice or replacement tender must be signed and submitted in the same way as the original tender and the envelope must be marked as “**WITHDRAWAL**” or “**REPLACEMENT**”.

Where a tender is uploaded electronically, tenderers may delete or replace the original tender at any time before the Tender Deadline. GoM will evaluate only the latest valid tender submitted by the tenderer before the Tender Deadline.

## Opening and Evaluation of Tenders

### 19. Tender Opening

All tenders received by the tender deadline will be opened in public at the date, time and place indicated in the Tender Data Sheet. The tenderer or its representative may attend.

At the public opening, GoM will read aloud and record the name of each tenderer and the total tender price. The opening is an administrative record only and does not constitute an assessment of responsiveness, eligibility, technical merit or award.

A copy of the record of public tender opening will be sent to all tenderers whose tenders were opened.

### 20. Evaluation of Tenders

The detailed evaluation criteria and methodology in Section 3 (Evaluation and Qualification Criteria) shall govern the evaluation. Tenders will be evaluated in five successive stages using the weighted technical and financial methodology (60:40) to determine the Most Advantageous Tender:

- **Stages 1–3 — Preliminary pass/fail stages** comprise: Stage 1 — Administrative Compliance; Stage 2 — Eligibility and Qualification; and Stage 3 — Mandatory Service Delivery Resources and Maritime Compliance. A tender that fails any applicable requirement at Stages 1–3 will be rejected and will not proceed to the scored technical evaluation.
- **Stage 4 — Technical / Service Quality Evaluation**, scored out of 60 points. A tender must achieve at least **45 points out of 60 (75%)** to proceed to financial evaluation; a tender scoring below 45 points will be rejected as technically non-responsive.
- Stage 5 is the Financial Evaluation, scored out of 40 points. Only tenders that have passed Stages 1–3 and achieved the Stage 4 threshold will be evaluated financially. The Evaluation Panel may correct arithmetical errors only in accordance with clause 24 and will apply the proportional pricing formula in Section 3.

The final ranking will be determined by combining the Stage 4 Technical Score (60 points) and Stage 5 Financial Score (40 points). The contract will be awarded to the Most Advantageous Tender in accordance with the 60:40 methodology, subject to all required approvals and completion of the applicable standstill and challenge procedures.

## **21. Substantial Responsiveness**

A tender is considered to be substantially responsive if it conforms to all the terms, conditions and technical requirements of the tender document without material deviation or reservations.

A material deviation, reservation or omission is one that would detrimentally affect the scope, quality or performance of the Services, change the Service Provider's risk or responsibilities under the Contract, or otherwise affect fair competition or the basis on which tenders are compared. A material deviation, reservation or omission cannot be cured after the Tender Deadline and will result in rejection of the tender.

A tender may still be considered substantially responsive if it contains:

- minor deviations that do not materially differ from the characteristics, terms, conditions and other requirements of this tender document; or
- errors or oversights that are genuinely minor and can be clarified or corrected without changing the substance of the tender or giving the tenderer an unfair competitive advantage.

## **22. Confidentiality**

Information relating to the evaluation of tenders shall not be disclosed to tenderers or any other persons not officially involved with the procurement process until the notification of intention to award in accordance with clause 28 or notice of acceptance in accordance with clause 29.

Any tenderer who attempts to obtain confidential information or to influence the evaluation process will have its tender rejected and may be debarred from participating in future procurement processes.

## **23. Clarification of Tenders**

GOM may request a tenderer to clarify its tender or provide further information during the evaluation process. Any such request and the response must be in writing.

A tenderer's clarification response shall not change the substance or price of the tender, except to confirm the correction of arithmetic errors in accordance with clause 24.

If a tenderer does not respond to a request for clarification by the date requested, its tender may be rejected.

## **24. Correction of Arithmetical Errors**

GOM will correct arithmetical errors discovered during the evaluation process as follows:

- if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected;

- if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

GOM will notify the tenderer of any corrections. Where a tenderer does not accept the correction of arithmetical errors, its tender will be rejected.

#### **25. No Currency Conversion**

All tenders must be priced in United States Dollars (USD). Financial proposals will be examined and evaluated directly in USD; no currency conversion will be applied for evaluation.

#### **26. Abnormally Low Tenders**

An abnormally low tender is one where the tender price, in combination with other elements of the tender, appears to be so low that it raises concerns as to the capability of the tenderer to perform the contract for the offered tender price.

Where GOM considers a tender to be abnormally low, GOM shall seek written clarification from the tenderer in accordance with clause 23, including a detailed analysis of costs and unit prices, by reference to the scope, proposed methodology, schedule and allocation of risks and responsibilities.

Following review and examination of the tenderer's explanations and the detailed price analysis presented by the tenderer, GOM may:

- accept the tender, if the evidence satisfactorily validates the low tender price, in which case the tender is not considered abnormally low; or
- reject the tender as abnormally low if the evidence fails to demonstrate the tenderer's ability to perform the contract at the offered price.

#### **27. Right to Accept or Reject Tenders**

GoM may reject a tender or cancel the procurement proceedings before contract award only in accordance with the Public Procurement Act 2025, the Public Procurement Regulations 2025 and the grounds stated in this ITT.

Where a tendering procedure is cancelled:

- before the tender deadline, a notice of cancellation will be published as a modification in accordance with clause 8;
- after the tender deadline, all tenderers who submitted a tender will be notified in writing;
- any tenders submitted in hard copy will be returned to tenderers;
- any electronic tender will be retained or disposed of in accordance with the applicable procurement-record and records-management requirements.

## Contract Award

### 28. Notification of Intention to Award and Standstill Period

Unless otherwise indicated in the Tender Data Sheet, following identification of the most advantageous tender, GOM will issue a notice of intention to award to all tenderers whose tenders were opened. The notice will include details of the successful tender, including the proposed contract price and a summary of its advantages in relation to any non-price criteria applied. For unsuccessful tenderers, the notice will provide a brief explanation of why their tender was unsuccessful.

Following the issue of the notice of intention to award, a ten-day standstill period will be imposed during which no contract will be awarded. The notice will provide the information required by the Public Procurement Act 2025 and Public Procurement Regulations 2025 and will state the end date of the standstill period.

### 29. Debriefing and Right to Challenge

Any tenderer may request a debriefing on why its tender was unsuccessful by contacting GOM at the address given in clause 1 of the Tender Data Sheet.

Where a debriefing is requested by the date indicated in the notice of intention to award, GOM will provide the debriefing, in writing, before the end of the standstill period.

A supplier which claims to have suffered, or is likely to suffer, loss or injury because of a decision, action, breach of duty or non-compliance by the procuring entity may submit a written complaint in accordance with Part 9 of the Public Procurement Act 2025 and the applicable procedures.

The complaint must identify the specific act or omission alleged to contravene the Act and must be submitted within the statutory time limits and in the manner required by Part 9 of the Act and the applicable procedures.

Any review, decision or appeal arising from a complaint shall proceed in accordance with Part 9 of the Public Procurement Act 2025 and the applicable procedures.

Nothing in this clause limits or expands any right of complaint, review or appeal available under the Public Procurement Act 2025.

### 30. Notice of Acceptance and Contract Signature

Following the expiry of any applicable standstill period, confirmation that no complaint or appeal prevents contract award, and completion of all required approvals, GOM may issue a Notice of Acceptance to the successful tenderer. The Notice of Acceptance is the binding award instrument and will instruct the successful tenderer to execute the Contract Agreement and complete the contractual requirements stated in the Notice of Acceptance within the specified period.

The Notice of Acceptance and Contract Agreement will be issued in accordance with Sections 5 to 7 and must not introduce a substantial change to the tendered terms, scope, price, risk allocation or other material requirement of the ITT and accepted tender.

If the successful tenderer fails to execute the Contract Agreement or complete any contractual requirement stated in the Notice of Acceptance within the specified period, GOM may:

- cancel the Notice of Acceptance and take any action permitted by the Tender Securing Declaration, the Contract, the Public Procurement Act 2025 and the Public Procurement Regulations 2025; and/or
- award the contract to the Tenderer that submitted the next most advantageous tender.

GOM will publish a contract award notice on <https://tenders.gov.ms/> within 14 days of contract signature for all contracts with a value greater than XCD 100,000.

## Section 2 Tender Data Sheet

The following data supplements or amends the Instructions to Tenderers in Section 1 of this tender document. Where there is a conflict, the information in Section 2 prevails over that in Section 1.

| General                                                                                                                                                                                                                                                                                                                                                                                                 |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>1. Scope of Tender</b>                                                                                                                                                                                                                                                                                                                                                                               |  |
| The procuring entity: <b>Access Division, Office of the Premier</b>                                                                                                                                                                                                                                                                                                                                     |  |
| The address of the procuring entity: <b>Government Headquarters, Brades, Montserrat</b>                                                                                                                                                                                                                                                                                                                 |  |
| The procurement reference number: <b>OP-08-120826</b>                                                                                                                                                                                                                                                                                                                                                   |  |
| The contract will be financed by the Government of Montserrat.                                                                                                                                                                                                                                                                                                                                          |  |
| <b>2. Sanctions</b>                                                                                                                                                                                                                                                                                                                                                                                     |  |
| Applicable sanctions also include: UK Sanctions List can be found at <a href="https://www.gov.uk/government/publications/the-uk-sanctions-list">https://www.gov.uk/government/publications/the-uk-sanctions-list</a>                                                                                                                                                                                    |  |
| In addition to the above, the Caribbean Development Bank list of sanctions also apply and can be found at <a href="https://www.caribank.org/about-us/corporate-governance/office-integrity-compliance-and-accountability/sanctioned-individuals-and-firms2">https://www.caribank.org/about-us/corporate-governance/office-integrity-compliance-and-accountability/sanctioned-individuals-and-firms2</a> |  |
| Tender Document                                                                                                                                                                                                                                                                                                                                                                                         |  |
| <b>3. Clarification of Tender Document</b>                                                                                                                                                                                                                                                                                                                                                              |  |
| The address for requesting clarifications is:                                                                                                                                                                                                                                                                                                                                                           |  |
| Email Address: <a href="mailto:procurement@gov.ms">procurement@gov.ms</a>                                                                                                                                                                                                                                                                                                                               |  |
| Deadline for Requesting Clarifications: <b>Tuesday, 6<sup>th</sup> October 2026 at 4:00 PM (UTC-4)</b>                                                                                                                                                                                                                                                                                                  |  |
| GOM Clarification Response Date: <b>Monday, 12<sup>th</sup> October 2026 at 4:00 PM (UTC-4)</b>                                                                                                                                                                                                                                                                                                         |  |
| <b>4. Pre-Tender Meeting and/or Site Visit</b>                                                                                                                                                                                                                                                                                                                                                          |  |
| No pre-tender meeting or site visit will be held for this procurement. If GoM subsequently schedules a meeting, site visit or other tenderer briefing, the details will be issued in writing and any material information arising will be provided simultaneously in writing to all tenderers who obtained the tender documents.                                                                        |  |
| Preparation and Submission of Tenders                                                                                                                                                                                                                                                                                                                                                                   |  |
| <b>5. Content of Tenders</b>                                                                                                                                                                                                                                                                                                                                                                            |  |
| <b>1. Administrative &amp; Statutory Compliance (Stage 1.0):</b> <ul style="list-style-type: none"> <li>• Tender Submission Form (Form 8.1) — duly completed and signed;</li> <li>• Tender Checklist (Form 8.2) — completed checklist;</li> <li>• Tenderer Information Form (Form 8.3) with Certificate of Incorporation;</li> <li>• Signed Supplier Code of Conduct Declaration (Form 8.4);</li> </ul> |  |

- Signed Labour Compliance Declaration (Form 8.5);
- Joint Venture Information Form (Form 8.6) & JV Agreement (if applicable);
- Power of Attorney / Written Authorisation to sign the tender;
- Valid Tax Compliance Certificate (TCC) from MCRS (local) or tax proof (overseas);
- Signed Tender Securing Declaration (Form 8.15);

**2. Eligibility & Qualification Compliance (Stage 2.0):**

- Audited Financial Statements / Balance Sheets for the last three (3) years (proving average turnover  $\geq$  USD \$500,000);
- Annual Services Turnover Form (Form 8.12);
- Completed Contracts of Similar Nature Form (Form 8.13) with reference letters / proof of  $\geq$  3 years ferry management experience;
- Current Contract Commitments Form (Form 8.14).

**3. Mandatory Service Delivery Resources & Maritime Certificates (Stage 3.0):**

- Certificate of Ship Registry & Official Class Certificate (confirming LOA 27 m - 40 m,  $\geq$  100 passengers, 2 diesel engines, speed  $\geq$  18 knots)
- International Tonnage Certificate (1969);
- International Load Line Certificate;
- Passenger Ship Safety Certificate (PSSC) / High-Speed Craft Safety Certificate;
- International Ship Security Certificate (ISSC / ISPS Code);
- Safety Management Certificate (SMC) & Document of Compliance (DOC);
- Engine Air Pollution (EIAPP) & Sewage Pollution Prevention Certificates;
- Dangerous Goods (DG) Carriage Certificate;
- Valid Proof of Marine Insurance Cover (Hull & Machinery, P&I, Passenger, Crew/Employer, Cargo, Bunkers/Pollution, Wreck Removal, Third-Party Liability);
- Latest Dry-Docking Pass Certificate & Recognized Organization Survey Report;
- Safe Manning Certificate & Individual Crew STCW 95 Valid Certifications;
- MMA / ADOMS Inspection Written Confirmation of Availability for Pre-commencement Inspection;
- Written Confirmation & Certified Limits for Seakeeping Performance ( $\geq$  2.0 m Significant Wave Height H8) and completed Vessel Statutory Data Schedule (Form 8.8);
- Written Confirmation of Seating & Cabin Arrangements (Enclosed, 1 seat/passenger, AC/ventilation, emergency lighting).

**4. Technical Tender Submission (Stage 4.0):**

- Technical Tender / Method Statement (Operational & Mobilisation Plan);
- Service Continuity & Severe Weather Contingency Plan;
- Passenger Comfort & Accessibility Plan for Persons with Reduced Mobility (PRM);
- Safety, Quality & Environmental Management Plan (ISM Code & MARPOL 73/78);
- Proposed Key Personnel Form (Form 8.9A) and Relevant Maritime Work Experience Form (Form 8.9B), with STCW 95 CVs and DPA details;
- Completed Personnel Data Sheets (Form 8.10) for all key crew roles;
- Equipment, Machinery & Navigational Systems Form (Form 8.11);

- Maintenance, Spare Parts & Defect Reporting System Plan;
- Port, Stakeholder & Border-Control Coordination Protocols (Customs, Immigration, Port Agents);
- Reporting, KPIs & Contract Management System Outline.

#### 5. Financial Proposal (Stage 5.0):

- Price Activity Schedule (Form 8.7) — Table 1: Detailed Operating Expense Breakdown (Fixed 6-Month GoM Support);
- Detailed Cost Breakdown of Mobilisation, Demobilisation, and Applicable Taxes;
- Quoted Daily Operational Support Rate for Potential Contract Extensions;
- Proposed Passenger & Cargo Tariff Schedule — Table 2 (Retained Commercial Revenue Schedule);
- All prices must be quoted strictly in United States Dollars (USD).

6.

#### 6. Currency

Tenders must be priced in United States Dollars (USD)

#### 7. Validity

Tenders must be valid for 90 days from the date of the tender deadline.

#### 8. Tender Security or Tender Securing Declaration

A tender security **“is not”** required.

A tender securing declaration **“is”** required. *(Must use the form provided in Section 8).*

#### 9. Signing of Tenders

The Tender Submission Form (Form 8.1) and Form 8.7 — Price Activity Schedule and Financial Proposal must be signed by a person duly authorised to bind the tenderer. Written evidence of the signatory’s authority must be included with the tender.

#### 10. Submission of Tenders

Submission method: Tenders may be submitted either in hard copy to the address below or electronically through <https://mytenders.co.uk/>. A tenderer should use one submission method. If the same tender is submitted through both methods, the versions must be identical. Inconsistent versions will be treated as non-compliant and no version will take precedence. Hard-copy tenders must be marked as follows:

A. On the inner envelope:

**To: Chairperson, Public Procurement Board  
Ministry of Finance and Economic Management  
Government Headquarters  
Brades, Montserrat, MSR1110**

**Name of tenderer  
Address of tenderer  
OP-08-120826**

B. On the outer envelope:

**To: Chairperson, Public Procurement Board  
Ministry of Finance and Economic Management  
Government Headquarters  
Brades, Montserrat, MSR1110**

**DO NOT OPEN BEFORE TUESDAY, 27<sup>th</sup> OCTOBER 2026 at 2:00 PM (UTC-4)**

### **11. Tender Deadline**

The tender deadline is:

**Date: Tuesday, 27<sup>th</sup> October 2026**

**Time: 12:00 midday (UTC-4)**

### **Opening and Evaluation of Tenders**

### **12. Tender Opening**

Public opening will occur at the date and time stated below.

**Date: Tuesday, 27<sup>th</sup> October 2026**

**Time: 2:00 PM (UTC-4)**

**Place:** Montserrat Custom Revenue Services, Government Headquarters, Brades, Montserrat, MSR1110

*This opening will be broadcasted online via Zoom. If you are interested in participating in this broadcasting, please register your interest by writing to [procurement@gov.ms](mailto:procurement@gov.ms).*

## Section 3 Evaluation and Qualification Criteria

This section defines the evaluation methodology, statutory criteria, and scoring frameworks used to evaluate tenders and determine the most advantageous tender for the **Montserrat Passenger Ferry Service (Operational Support Only)**.

Tenders will be evaluated using the **most advantageous tender** methodology with a **weighted technical and financial evaluation (60:40)**:

| Stage   | Criterion                                                    | Method    | Summary of Components to be Evaluated                                                                                                                                                                                                                                                                        |
|---------|--------------------------------------------------------------|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Stage 1 | Administrative compliance                                    | Pass/Fail | Signed Tender Submission Form, signed Form 8.7 Price Activity Schedule and Financial Proposal, tenderer information, tax compliance where applicable, authority to sign, code of conduct, labour declaration, and completed Form 8.15 Tender Securing Declaration. No financial tender security is required. |
| Stage 2 | Eligibility and qualification                                | Pass/Fail | Legal capacity, no sanctions, no debarment, no insolvency, no unresolved conflict of interest, similar ferry/marine transport experience, financial capacity, evidence of previous similar contracts.                                                                                                        |
| Stage 3 | Mandatory Service Delivery Resources and Maritime Compliance | Pass/Fail | Vessel and certification requirements                                                                                                                                                                                                                                                                        |
| Stage 4 | Technical / service quality evaluation                       | 60 points |                                                                                                                                                                                                                                                                                                              |
| Stage 5 | Financial evaluation                                         | 40 points |                                                                                                                                                                                                                                                                                                              |

### 1. Stage 1 - Preliminary Examination: Substantial Responsiveness

The following criteria will be applied to determine whether tenders are substantially responsive to the requirements of this tender document, have been properly signed and are generally in order. **Any tender which is not substantially responsive will be rejected.**

| Criteria              | Document or Information Required                                                                  | Evaluation Method |
|-----------------------|---------------------------------------------------------------------------------------------------|-------------------|
| Language of Tender    | All tender documents, technical submissions, certificates, and correspondence must be in English. | Pass / Fail       |
| Authorised Signatures | Tender Submission Form and Price Activity Schedule signed by a duly authorised person.            | Pass / Fail       |



| Criteria                                   | Document or Information Required                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Evaluation Method |
|--------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
|                                            | Name and designation of the signatory clearly stated.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                   |
| Authorisation to sign                      | Written Power of Attorney or certified Board Resolution granting signatory authority included.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Pass / Fail       |
| Completeness of Submission                 | <p>Submission contains all mandatory documents:</p> <ul style="list-style-type: none"> <li>• Tender Submission Form (Section 8.1)</li> <li>• Tender Checklist (Section 8.2)</li> <li>• Tenderer Information Form (Section 8.3)</li> <li>• Valid Tax Compliance Certificate (TCC) or equivalent</li> <li>• Signed Supplier Code of Conduct (Section 8.4)</li> <li>• Signed Labour Compliance Declaration (Section 8.5)</li> <li>• Completed Price Activity Schedule (Section 8.7)</li> <li>• Signed Tender Securing Declaration (Section 8.15)</li> <li>• Technical Tender responding to all Section 4 requirements</li> <li>• Audited Financial Statements for the past three (3) years</li> </ul> | Pass / Fail       |
| Joint Venture Requirements (if applicable) | Completed Joint Venture Information Form (Section 8.6) with JV Agreement or formal Letter of Intent nominating a lead partner authorised to bind the JV.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Pass / Fail       |
| Tender Validity Period                     | Tender validity confirmed for ninety (90) calendar days from the tender deadline in the Tender Submission Form.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Pass / Fail       |
| Acceptance of Terms                        | Unconditional declaration in Tender Submission Form accepting all terms and conditions of the tender document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Pass / Fail       |
| Supplier Code of Conduct                   | Signed copy of the Government of Montserrat Supplier Code of Conduct submitted (Section 8.4).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Pass / Fail       |
| Labour Compliance                          | Signed copy of the Labour Compliance Declaration submitted in accordance with the Montserrat Labour Code, 2012 (Section 8.5).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Pass / Fail       |
| Tender Currency                            | Tender priced in <b>United States Dollars (USD)</b> in the Tender Submission Form and Price Activity Schedule (Section 8.1 & 8.7 respectively).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Pass / Fail       |

| Criteria                     | Document or Information Required                                                                            | Evaluation Method |
|------------------------------|-------------------------------------------------------------------------------------------------------------|-------------------|
| Tender Securing Declaration. | Duly completed, signed, and authorised Tender Securing Declaration submitted using the form in Section 8.15 | Pass / Fail       |

**Note:** The absence of a completed and signed Tender Submission Form, Technical Tender, Price Activity Schedule, or Tender Securing Declaration will result in rejection of the tender. Other missing administrative documents or information may be requested by written clarification only where the omission is genuinely minor, the ITT and applicable procurement procedures permit clarification, and the clarification does not change the substance or price of the tender.

## 2. Stage 2 - Preliminary Examination: Eligibility

The following criteria will be applied to determine whether tenderers are eligible. **Any tenderer who is not eligible will be rejected.**

| Eligibility Criteria             | Document or Information Required                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Evaluation Method |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Legal Capacity                   | Tenderer must demonstrate legal capacity to enter into and perform the Contract by submitting the Tenderer Information Form and Certificate of Incorporation, business registration certificate or equivalent evidence of legal existence. Where the tenderer is a Joint Venture, each Joint Venture member must provide the required evidence.                                                                                                                                                                                                                                                                                     | Pass / Fail       |
| Solvency & Standing              | Tenderer must not be insolvent, in liquidation, subject to receivership, administration or a comparable insolvency process, or otherwise legally incapable of performing the Contract. The tenderer must confirm compliance in the Tender Submission Form and provide such supporting evidence as GoM may lawfully request under the ITT.                                                                                                                                                                                                                                                                                           | Pass / Fail       |
| Tax & Social Security Compliance | Tenderer has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes and social security and other contributions of its employees. 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 | Pass / Fail       |



| Eligibility Criteria                 | Document or Information Required                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Evaluation Method |
|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
|                                      | For further information please contact Montserrat Customs & Revenue Service (MCRS) via email at <a href="mailto:irev@gov.ms">irev@gov.ms</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                   |
| Integrity & Convictions              | Tenderer, its beneficial owners, directors, or officers have not been convicted of a criminal offence related to professional conduct or a prohibited practice within the last <b>three (3)</b> years before the tender deadline. (Declaration in Tender Submission Form)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Pass / Fail       |
| Non-Debarment                        | Tenderer, its beneficial owners, directors, or officers have not been debarred from public procurement by the Public Procurement Board (PPB) in Montserrat. (Declaration in Tender Submission Form)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Pass / Fail       |
| Sanctions Compliance                 | <p>Tenderer, owners, directors, key personnel, and subcontractors are not subject to sanction orders in force in Montserrat, as listed at <a href="https://www.fscmontserrat.org/sanctions/">https://www.fscmontserrat.org/sanctions/</a> or <a href="https://www.gov.uk/government/publications/the-uk-sanctions-list">https://www.gov.uk/government/publications/the-uk-sanctions-list</a>. (Declaration in Tender Submission Form)</p> <p>Additionally, Firms and individuals in the Caribbean Development Bank Sanction List: <a href="https://www.caribank.org/about-us/corporate-governance/office-integrity-compliance-and-accountability/sanctioned-individuals-and-firms2">https://www.caribank.org/about-us/corporate-governance/office-integrity-compliance-and-accountability/sanctioned-individuals-and-firms2</a></p> | Pass / Fail       |
| Financial Capacity (Annual Turnover) | <p>Minimum average annual operating turnover of <b>USD \$500,000</b> (or equivalent) over the past three (3) financial years. (For JVs, all members combined must meet the requirement).</p> <p>Audited financial statements, balance sheets, or certified financial extracts for the last three (3) years</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Pass / Fail       |
| Experience                           | <p>Company and/or Directors and/or Officers must have at least <b>three (3)</b> years operational and managerial experience in providing passenger and/or cargo maritime ferry operations of similar scale and complexity within the last three (3) years. (For JVs, any member may satisfy the requirement).</p> <p>List of Completed services contracts for the past three years with contract values, dates and clients, accompanied by evidence of satisfactory completion using the forms in Section 8</p>                                                                                                                                                                                                                                                                                                                     | Pass / Fail       |

### 3. Stage 3 - Preliminary Examination: Mandatory Service Delivery Resources and Maritime Compliance

The following criteria will be applied to determine whether tenderers have the financial, technical, and operational capacity to perform the contract. **Any tenderer failing to meet these minimum qualification standards will be rejected.**

| Qualification Criteria         | Minimum Standard Required                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Document or Information Required                                                                                 | Evaluation Method  |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|--------------------|
| Mandatory Vessel Certification | <p>Proposed vessel must possess current and valid statutory maritime certifications:</p> <ul style="list-style-type: none"> <li>• Certificate of Ship Registry</li> <li>• International Tonnage Certificate</li> <li>• International Load Line Certificate</li> <li>• Passenger Ship Safety Certificate (PSSC) / High-Speed Craft Safety Certificate (HSCSC)</li> <li>• International Ship Security Certificate (ISSC)</li> <li>• Safety Management Certificate (SMC) &amp; Document of Compliance (DOC)</li> <li>• Dangerous Goods Carriage Certificate</li> <li>• Valid Hull &amp; Machinery and Protection &amp; Indemnity (P&amp;I) Insurance</li> <li>• Latest Dry-Docking Pass Certificate &amp; Class Survey</li> </ul> | <p>Certified copies of all valid statutory certificates and survey reports attached to the Technical Tender.</p> | <p>Pass / Fail</p> |



| Qualification Criteria      | Minimum Standard Required                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Document or Information Required             | Evaluation Method |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|-------------------|
|                             | Report                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                              |                   |
| MMA / ADOMS approval        | Vessel must be available for inspection and acceptance by the Montserrat Maritime Administration and, where applicable, ADOMS/other port-state authorities before service commencement.                                                                                                                                                                                                                                                                                                                                     | Confirmation in writing indicated in the bid | Pass / Fail       |
| Vessel Length Overall (LOA) | <p>High-standard, offshore-capable commercial passenger craft.</p> <p><b>Minimum 27.0 metres</b> (Absolute maximum constraint: <b>40.0 metres</b> to accommodate Little Bay berthing limitations).</p> <p>A vessel below 27 metres may only be considered where the Tenderer provides satisfactory independent technical evidence demonstrating equivalent or superior seakeeping, passenger comfort, operating capability and service reliability for the intended open-sea routes and specified sea-state conditions.</p> | Certificate of Ship Registry                 | Pass / Fail       |
| Passenger capacity          | Minimum certified capacity of One hundred (100) passengers must be stated clearly                                                                                                                                                                                                                                                                                                                                                                                                                                           | Certificate of Ship Registry                 | Pass / Fail       |
| Seating and cabin           | Enclosed passenger accommodation, one certified seat per passenger, adequate ventilation/AC, toilets, emergency lighting and                                                                                                                                                                                                                                                                                                                                                                                                | Confirmation in writing indicated in the bid | Pass / Fail       |



| Qualification Criteria        | Minimum Standard Required                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Document or Information Required                                                                                                                                                                                                               | Evaluation Method |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
|                               | passenger safety arrangements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                |                   |
| Seakeeping / Ride Performance | <p>The vessel shall be suitable for safe and reliable passenger operations in the open-sea conditions applicable to the required routes with a <b>significant wave height (Hs) of at least 2.0 metres</b>, subject at all times to the vessel's certified operating limitations and the Master's overriding authority to delay, divert or cancel a voyage where conditions are considered unsafe.</p> <p>Any ride-control or stabilization system proposed shall be appropriate to the vessel design and operating condition</p> | <p>Bidder to confirm in writing and provide the vessel's certified or documented operating limits, including significant wave height, wind limits and any relevant seakeeping information.</p> <p>Passenger Ship Safety Certificate (PSSC)</p> | Pass / Fail       |
| Propulsion & Redundancy       | Minimum of two (2) independent marine diesel engines with propeller or waterjet propulsion systems.                                                                                                                                                                                                                                                                                                                                                                                                                              | Certificate of Ship Registry                                                                                                                                                                                                                   | Pass / Fail       |
| Speed                         | The proposed vessel shall demonstrate a minimum service speed of <b>18 knots</b> under normal loaded operating conditions.                                                                                                                                                                                                                                                                                                                                                                                                       | Certified or documented operating data, such as a manufacturer's specification, class record or sea-trial evidence.                                                                                                                            | Pass / Fail       |
| Manning and crew              | English communication ability, passenger/crowd management training, DPA and safety officer arrangements.                                                                                                                                                                                                                                                                                                                                                                                                                         | <p>Safe Manning Certificate</p> <p>Individual Crew Valid Certifications</p>                                                                                                                                                                    | Pass / Fail       |



| Qualification Criteria | Minimum Standard Required                                                                                                                          | Document or Information Required                                               | Evaluation Method |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|-------------------|
|                        |                                                                                                                                                    | STCW-certified crew                                                            |                   |
| Insurance              | Hull and machinery, P&I, passenger liability, crew/employer liability, cargo liability, pollution/bunkers, wreck removal and third-party liability | Copies of Valid Insurance Certificate must be submitted together with your bid | Pass / Fail       |

#### 4. Stage 4 - Technical Evaluation (60 Points Maximum)

Tenders passing Stages 1, 2 and 3 will be evaluated technically against the criteria outlined below. To qualify for financial evaluation, a tender must achieve a **minimum technical score of 45 points (75% of the total technical score)**. Tenders scoring below 45 points will be rejected as technically non-responsive.

| Eligibility Criteria                                         | Scope of Requirement & Supporting Proof Required (Section 4 Cross-Reference)                                                                                                                     | Maximum Points |
|--------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Service delivery and timetable reliability                   | Ability to deliver the required Montserrat–Antigua schedule, peak-season sailings, required secondary scheduled Nevis service, punctuality controls, passenger flow and realistic sailing times. | 12             |
| Vessel suitability and seakeeping above minimum requirements | How well the proposed vessel performs in the route conditions, passenger comfort in open sea, operating limits, redundancy, manoeuvrability and suitability for Little Bay/Antigua/Nevis.        | 10             |
| Safety management and emergency readiness                    | SMS, emergency response, drills, incident reporting, medical/lifeline support, Master's authority, evacuation arrangements, DPA oversight and compliance culture.                                | 10             |
| Cargo, baggage and logistics plan                            | Cargo handling method, luggage control, parcel/mail handling, customer interface.                                                                                                                | 4              |
| Passenger service and accessibility                          | Ticketing, check-in, boarding, customer communications, comfort, cleanliness, disability/sensory support, complaints handling and refund/disruption process.                                     | 9              |



| Eligibility Criteria                              | Scope of Requirement & Supporting Proof Required (Section 4 Cross-Reference)                                                                                   | Maximum Points   |
|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| Maintenance and service continuity                | Preventive maintenance, spare parts, defect reporting, backup arrangements, technical support, repair response time and evidence of recent maintenance.        | 8                |
| Port, stakeholder and border-control coordination | Arrangements with port authorities, immigration, customs, agents, emergency services, tourism stakeholders and communication protocols.                        | 4                |
| Reporting, KPIs and contract management           | Quality of proposed reporting on passenger numbers, punctuality, cancellations, complaints, incidents, fuel/route data, cargo, and monthly performance review. | 3                |
| <b>TOTAL TECHNICAL SCORE</b>                      | <b>Minimum Technical Qualifying Threshold = 45 Points (75%)</b>                                                                                                | <b>60 Points</b> |

### Qualitative Scoring Rubric

Each technical criterion will be evaluated by the Evaluation Panel using the standard qualitative scoring scale below, with scores converted proportionally to the maximum points allocated:

| Rating                      | Score Range | Description                                                                                                                                                                 |
|-----------------------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Very Good / Fully Compliant | 9 – 10      | Meets and exceeds all requirements in comprehensive detail; provides exceptional operational and safety evidence; instils full confidence in delivery capability.           |
| Good / Fully Compliant      | 7 – 8       | Meets all requirements in reasonable detail; clear supporting evidence provided; instils strong confidence in delivery capability.                                          |
| Satisfactory / Compliant    | 5 – 6       | Meets essential minimum requirements with adequate detail; minor gaps in non-critical supporting information; acceptable delivery capability.                               |
| Weak / Partially Compliant  | 3 – 4       | Falls short in some technical areas; poorly explained; raises minor operational concerns.                                                                                   |
| Unacceptable / Major Issues | 1 – 2       | Fails to meet key technical requirements; essential information missing; raises major operational concerns.                                                                 |
| Non-Compliant               | 0           | Question not addressed, requirement completely misunderstood, or no relevant information provided. (A score of '0' on any criterion results in automatic disqualification). |

### 5. Stage 5 - Financial Evaluation (40 Points Maximum)

### Applicability and Stage Gating:

Financial proposals will be opened and evaluated **only** for tenders that pass Stages 1, 2 and 3 and achieve the minimum qualifying score of **45 points out of 60 points (75%)** in the Stage 4 Technical Evaluation. Tenders failing to achieve the 45-point technical threshold will be rejected as technically non-responsive, and their financial proposals will not be evaluated.

| Price Component              | Maximum Points   |
|------------------------------|------------------|
| Evaluated Bid Price          | 40               |
| <b>TOTAL FINANCIAL SCORE</b> | <b>40 points</b> |

### Evaluated Bid Price:

- The evaluated bid price is the "**Total Cost for Contract Bid Submitted**" indicated on the Price Activity Schedule / Financial Proposal Form in **Section 8 (Tender Forms)**.
- This evaluated bid price includes the fixed 6-month GoM support payment plus the cost associated with mobilisation and demobilisation plus all applicable taxes.
- The Fix 6-month GoM support required by the bidder must be supported by a detailed breakdown of ferry operating expenses.
- The bidder must also provide details on the costs associated to mobilization, demobilization and applicable taxes.
- The total sum of bid, or the evaluated bid price, must be written into the **Tender Submission Form (Section 8)** as the total bid price, accompanied by a separate quoted daily operational support rate for any potential contract extension approved by the Government of Montserrat.
- Commercial Revenues:** The Service Provider collects and retains 100% of all passenger fares and cargo ticketing revenues. Estimated ticket prices submitted by tenderers are for operational context and will **not** be scored; the financial evaluation is based strictly on the Total Cost for Contract Bid Submitted.
- The cost of tickets to the public is capped as follows:

| Route                           | Max Ticket Price in USD |
|---------------------------------|-------------------------|
| MNI -ANU                        | USD 186.00              |
| MNI - NEV                       | USD 204.00              |
| MNI - GLP / SXM                 | USD 241.00              |
| Day Tour Packages to Montserrat | USD 180.00              |

**Note:** *The maximum fares stated above are return fares and exclude applicable taxes.* The Service Provider shall not charge a passenger fare above the applicable cap. Passenger and cargo fares are **not** scored and do not form part of the Evaluated Bid Price.

## Financial Evaluation Process & Proportional Scoring Formula:

The Government of Montserrat will:

1. Examine the completed Price Activity Schedule to confirm inclusion of all operational running costs, mobilization, agency facilitation, port charges, fuel allowances, and the statutory 20% Withholding Tax;
2. Correct any purely arithmetical errors in accordance with ITT Clause 24; and
3. All tenders must be priced strictly in **United States Dollars (USD)** as specified in Section 2 (Tender Data Sheet). Financial proposals will be examined and evaluated directly in **USD**.

The evaluated bid price is the **Total Cost for Contract Bid Submitted** (representing total 6-month operational support running costs inclusive of taxes). Estimated passenger and cargo ticket prices are retained 100% by the Service Provider.

The lowest evaluated responsive bid price will receive the maximum financial score of **40 Points**. Other responsive bids will receive scores calculated using the proportional formula:

$$\text{Financial Score} = \left( \frac{\text{Lowest Evaluated Bid Price}}{\text{Tender's Evaluated Bid Price}} \right) \times 40$$

## 4. Total Combined Score & Contract Award

The final ranking of tenderers will be determined by adding the Technical Score and the Financial Score:

$$\text{Total Combined Score} = \text{Technical Score (out of 60)} + \text{Financial Score (out of 40)}$$

The Contract will be awarded to the tenderer submitting the Most Advantageous Tender: namely, the compliant tender which has passed Stages 1, 2 and 3, achieved the minimum Technical Qualifying Threshold at Stage 4, and achieved the highest Total Combined Score under the stated 60:40 technical and financial evaluation.

## 5. Notes to the Financial Evaluation

The Evaluation Panel will:

- (1) correct only arithmetical errors in accordance with ITT clause 24, including multiplication, addition or subtraction errors based on the tenderer's stated unit prices, quantities and subtotals;
- (2) not change, re-price, complete, rebalance or otherwise alter any unit price, quantity, rate, commercial assumption or substantive omission in the tender; and
- (3) where a tender appears abnormally low, apply the procedure in ITT clause 26, including written clarification of the tenderer's stated costs and prices, without changing the tender.

The Financial Proposal must include the evaluated core-service price and the proposed passenger tariff schedule for the following core services. These passenger fares are not scored and must not exceed the applicable maximum return fares stated above:

- MNI - ANU
- MNI - NEV
- Day Tours Packages to Montserrat

### **Optional Special Voyage Prices**

Any prices submitted for the optional Guadeloupe and/or St. Maarten special voyage services specified in Section 4.11 shall not form part of the Evaluated Bid Price and shall not attract any points or otherwise influence the ranking or award of tenders. The Evaluation Panel shall determine the Most Advantageous Tender solely in accordance with the evaluation criteria and methodology stated in this Section.

Optional voyage prices will be retained for possible use by the Procuring Entity following contract award in accordance with Section 4.11 and the Contract.

### **6. Legacy Financial Worksheets — Non-Binding / Not Evaluated**

The Form A and Form B worksheets below are retained for reference only and are not to be completed or submitted. Form 8.7 in Section 8 is the sole binding and evaluated Financial Proposal.

#### **- Form A — N/A (legacy reference only; do not complete or submit)**

| <b>Ferry Service Operations Expenses</b>                                 | <b>Running Cost (US\$)</b> |
|--------------------------------------------------------------------------|----------------------------|
| Vessel Mobilization and Demobilization                                   |                            |
| Agents at MNI to include additional Customer SVC support for peak times. |                            |
| Agents at ANU to include additional Customer SVC support for peak times. |                            |
| Agents at NEV to include additional Customer SVC support for peak times. |                            |
| Customs Overtime Fees at MNI                                             |                            |
| Customs Overtime Fees at ANU                                             |                            |
| Customs Overtime Fees at NEV                                             |                            |
| Port Charges MNI                                                         |                            |
| Port Charges ANU                                                         |                            |
| Port Charges NEV                                                         |                            |
| Telecoms (e.g. Vessel Passenger Internet, Phones) Fuel and Lubes         |                            |
| <b>Expense Total</b>                                                     |                            |



| Ferry Service Operations Expenses                                                 | Running Cost (US\$) |
|-----------------------------------------------------------------------------------|---------------------|
| Operations Contingency                                                            |                     |
| <b>Total Running Costs</b>                                                        |                     |
| <b>Running Costs Plus Withholding tax</b> (Total Cost for contract bid submitted) |                     |

- Form B — N/A (legacy reference only; do not complete or submit)

| Estimated Ticket Price<br>From MNI to:<br><br>All Prices in USD | Single | Return | Destination   |
|-----------------------------------------------------------------|--------|--------|---------------|
| Adult                                                           | \$     | \$     | Antigua (ANU) |
| Child                                                           | \$     | \$     | Antigua (ANU) |
| Group 10 or More                                                | \$     | \$     | Antigua (ANU) |

| Estimated Ticket Price<br>From MNI to:<br><br>All Prices in USD | Single | Return | Destination |
|-----------------------------------------------------------------|--------|--------|-------------|
| Adult                                                           | \$     | \$     | Nevis (NEV) |
| Child                                                           | \$     | \$     | Nevis (NEV) |
| Group 10 or More                                                | \$     | \$     | Nevis (NEV) |

| Estimated Ticket Price<br>From MNI to:<br><br>All Prices in USD | Single | Return | Destination |
|-----------------------------------------------------------------|--------|--------|-------------|
| Adult                                                           | \$     | \$     | Day Tours   |
| Child                                                           | \$     | \$     | Day Tours   |
| Group 10 or More                                                | \$     | \$     | Day Tours   |

Tenderers must not submit Form A or Form B. Tenderers must complete and submit Form 8.7 in Section 8 as the sole binding and evaluated Financial Proposal, together with the Tender Submission Form and the other required Tender Forms.

## 4. Schedule of Requirements

### 4.1 Project Overview

The Government of Montserrat (GoM), represented by the Office of the Premier (Access Division), is procuring the provision of scheduled passenger ferry services. The Service Provider shall be responsible for providing, controlling, operating and maintaining all vessels, crew, shore-side resources, certifications, insurance, logistics and other resources necessary to deliver the Services. Nothing in this tender constitutes the purchase, lease, bareboat charter or time charter of a vessel by the Government of Montserrat.

#### Core Objectives of the Procuring Entity

1. Provide consistent, scheduled sea access connecting Montserrat with Antigua (primary route) and Nevis (secondary route) for residents, business travellers, and tourists.
2. Support local trade, agricultural movement, and commerce through dual-modality operations capable of transporting passenger baggage and cargo
3. Provide lifeline emergency response and medical evacuation capability in coordination with the Ministry of Health and Emergency Services.

**Contract Period:** Six (6) months; tentative start date: **1st December 2026; end date: 31st May 2027**. The Contract may be extended only in accordance with SCC clause 3. The Employer is under no obligation to exercise any extension option.

#### Commercial & Financial Model:

- o GoM will pay fixed monthly operational support in accordance with the Contract. The fixed operational-support payment is the consideration for the Scheduled Services and is subject to the payment-verification, Service Payment Reduction, liquidated-damages and other provisions of the Contract. The Service Provider is responsible for all costs required to mobilise, operate, maintain and demobilise the Scheduled Services, and those costs must be included in the tendered Contract Price.
- o Subject to SCC clause 16, the Service Provider may collect and retain **passenger fares and cargo-freight revenue** arising from the Scheduled Services. Passenger fares and other passenger charges must not exceed the applicable maximum fares in Section 3 and must remain consistent with the tariff schedule accepted by GoM. Optional Special Voyages under clause 4.11 are not part of the Scheduled Services or the Evaluated Bid Price and may be requested only in accordance with clause 4.11 and the Contract.

## 4.2 Routes, Operational Scope & Sailing Schedules

The Service Provider shall deliver scheduled operations between **Montserrat Little Bay Port (MNI)** and **Antigua Heritage Quay / St. John's Harbour (ANU)**, with secondary scheduled services to **Nevis Charlestown (NEV)**.

- Definition of Sailing = One one-way voyage or leg between two ports
- Definition of Round Trip: Two voyages or legs between the same two ports, with the second leg operating in the opposite direction to the first.

### Overview of Day Tours

Day Tours are same-day passenger services designed to allow visitors and tourists to travel to Montserrat and return to their point of origin on the same day. The purpose is to support tourism, promote Montserrat as a visitor destination, and facilitate short visits for leisure, business and investment-related activities.

#### Operational Structure

- Morning Inbound Service: The Service Provider shall operate the required morning sailing(s) to transport day-tour passengers to Montserrat.
- Afternoon/Evening Return Service: The Service Provider shall operate the required return sailing(s) later the same day to transport those passengers back to their point of origin.

Where more than one sailing is required in either direction, the applicable route and sequence shall be as set out in the Sailing Timetable below. The Sailing Timetable sets out the minimum Scheduled Services included in the Contract Price. Each port sequence identifies the required one-way Scheduled Sailings in the order in which they are to be performed. The Service Provider shall perform each Scheduled Sailing, subject only to an Excluded Event under SCC clause 12. Any material alteration to the route, operating day, frequency or service sequence requires the Employer's prior written approval and does not amend the Contract Price unless made by a written amendment in accordance with the Contract.

### Contractual Sailing Timetable — Minimum Scheduled Services

| Season / Period                                                                   | Operating Days | Daily Frequency                                                                  |
|-----------------------------------------------------------------------------------|----------------|----------------------------------------------------------------------------------|
| <b>Off-Peak Operations</b><br><br><i>(Jan 2027, Feb 2027, Apr 2027, May 2027)</i> | Tuesday        | 2 Sailings per Day<br>(Morning from MNI & Afternoon return from ANU)<br><br>plus |



| Season / Period                                                                                                                                              | Operating Days | Daily Frequency                                                                                                                                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Departure from MNI: 6:00 / 6:30<br>Departure from ANU/NEV: 19:00<br><br><b>*Day Tours</b> to be carry out in between main voyage MNI-ANU-MNI or MNI-NEV -MNI |                | 2 Sailings to accommodate Day Tours (Morning from ANU & Afternoon return from MNI)<br><br>(MNI-ANU-MNI-ANU-MNI)                                                                                     |
|                                                                                                                                                              | Thursday       | 2 Sailings per Day (Morning from MNI & Afternoon return from ANU)<br><br>(MNI-ANU-MNI)                                                                                                              |
|                                                                                                                                                              | Friday         | 2 Sailings per Day (Morning from MNI & Afternoon return from ANU)<br><br>plus<br><br>2 Sailings to accommodate Day Tour (Morning from ANU & Afternoon return from MNI)<br><br>(MNI-ANU-MNI-ANU-MNI) |
|                                                                                                                                                              | Saturday       | 2 Sailings per Day (Morning from MNI & Afternoon return from NEV)<br><br>plus<br><br>2 Sailings to accommodate Day Tour (Morning from NEV & Afternoon return from MNI)<br><br>(MNI-NEV-MNI-NEV-MNI) |
|                                                                                                                                                              | Sunday         | 2 Sailings per Day (Morning from MNI & Afternoon return from ANU)<br><br>(MNI-ANU-MNI)                                                                                                              |
|                                                                                                                                                              |                |                                                                                                                                                                                                     |
| <b>Peak Season Operations</b><br><br><i>(Dec 2026 and Mar 2027 only)</i><br><br>Departure from MNI: 6:00 / 6:30<br>Departure from ANU/NEV: 19:00             | Tuesday        | 2 Sailings per Day (Morning from MNI & Afternoon return from ANU)<br><br>plus<br><br>2 Sailings to accommodate Day Tour (MNI-ANU-MNI-ANU-MNI) DT                                                    |
|                                                                                                                                                              | Wednesday      | 2 Sailings per Day (Morning from MSLTB & Afternoon return from ANU)                                                                                                                                 |

| Season / Period                                                                      | Operating Days | Daily Frequency                                                                                                                                                                                       |
|--------------------------------------------------------------------------------------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>*Day Tours</b> to be carry out in between main voyage MNI-ANU-MNI or MNI-NEV -MNI |                | (MNI-ANU-MNI)                                                                                                                                                                                         |
|                                                                                      | Thursday       | 2 Sailings per Day (Morning from MNI & Afternoon return from ANU)<br>(MNI-ANU-MNI)                                                                                                                    |
|                                                                                      | Friday         | 2 Sailings per Day<br>(Morning from MNI & Afternoon return from ANU)<br><br>plus<br><br>2 Sailings to accommodate Day Tour<br>(Morning from ANU & Afternoon return from MNI)<br>(MNI-ANU-MNI-ANU-MNI) |
|                                                                                      | Saturday       | 2 Sailings per Day<br>(Morning from MNI & Afternoon return from NEV)<br><br>plus<br><br>2 Sailings to accommodate Day Tour<br>(Morning from NEV & Afternoon return from MNI)<br>(MNI-NEV-MNI-NEV-MNI) |
|                                                                                      | Sunday         | 2 Sailings per Day (Morning from MNI & Afternoon return from ANU)<br>(MNI-ANU-MNI)                                                                                                                    |

**Note:** Optional special voyages to Guadeloupe and/or St. Maarten may be considered under Section 4.11, subject to the Procuring Entity's prior written approval and a minimum of one (1) month's advance notice. Any such voyage shall be planned, having regard to operational feasibility, vessel availability, crew rest requirements, applicable maritime requirements and the Service Provider's approved operating schedule.

- **St. Patrick's Festival Surge (March 2027):** The Service Provider shall provide additional sailing capacity and flexible schedule adjustments during the week immediately preceding and following 17th March 2027 to accommodate festival traffic.
- **Day Tour Excursions:** Tuesdays, Fridays, and Saturdays are designated tourist excursion days; the Service Provider shall coordinate with the Access Division and Montserrat Tourism Authority to maximize day-visitor connectivity.

- **Emergency & Lifeline Support:** Where operationally feasible, the Service Provider should be able to support emergency evacuation requests coordinated by the Access Division on behalf of the Ministry of Health and Emergency Services. The Service Provider should maintain a designated 24-hour emergency contact arrangement for such requests. Any assistance will be subject to vessel availability, location, prevailing operating conditions, applicable maritime requirements and the Master's authority regarding safe operation.

Given the open-sea operating conditions applicable to the proposed service, the service offered by the Tenderer shall, as a minimum, comply with or exceed the mandatory technical requirements set out in the **Stage 3 Technical Evaluation table**.

For ease of reference only, the proposed vessel shall be a commercially operated, offshore-capable passenger suitable for the open-sea conditions of the intended routes. It shall provide safe and reliable passenger transport, adequate ride stability and manoeuvrability, redundant propulsion and a continuous service speed sufficient to meet the required timetable. The vessel shall be certified for the required minimum passenger capacity and shall provide suitable enclosed passenger accommodation. It shall also be fully compatible with the berthing, manoeuvring, boarding and cargo-handling arrangements at Little Bay, Antigua and any other designated ports. Any open passenger deck areas shall meet applicable safety requirements, and all machinery, auxiliary and cooling systems shall be suitable for sustained commercial operation throughout the contract period.

Please note that minimum technical requirements are set out in the Stage 3 evaluation table of this tender document, in the event of any inconsistency with above general description, the requirements contained in the Stage 3 table shall prevail

#### 4.3 Statutory Maritime Certifications & Inspection Protocols

The vessel and Service Provider must maintain full compliance with international maritime conventions throughout the contract duration. The tender submission must include certified copies of the following valid documents:

- **Statutory Vessel Certificates:**
  1. Certificate of Ship Registry and Flag State documentation.
  2. International Tonnage Certificate (1969).
  3. International Load Line Certificate.
  4. Passenger Ship Safety Certificate (PSSC) or High-Speed Craft Safety Certificate (HSCSC).
  5. International Ship Security Certificate (ISSC) compliant with the ISPS Code.
  6. Safety Management Certificate (SMC) and Document of Compliance (DOC) under the ISM Code.

7. Engine International Air Pollution Prevention (EIAPP) Certificate.
  8. International Sewage Pollution Prevention Certificate (MARPOL Annex IV).
  9. International Anti-Fouling System Certificate.
  10. Valid Class Survey Report and Latest Dry-Docking Certificate (from an IACS-recognized Classification Society).
- **Marine Insurance:** Full Hull & Machinery (H&M) and Protection & Indemnity (P&I) insurance coverage, including passenger liability, crew liability, third-party property damage, wreck removal, and bunker oil pollution liability.
  - **Pre-Commencement & Flag State Inspections:**
    1. **Antigua Port State Control:** The vessel must be presented in St. John's, Antigua for Port State Control inspection by the Antigua Department of Marine Services and Merchant Shipping (ADOMS) prior to service commencement.
    2. **Montserrat Maritime Administration (MMA):** The vessel is subject to physical inspection and approval by the MMA upon arrival in Little Bay. The MMA reserves the right to conduct unscheduled compliance checks at any time during the contract period.

#### 4.4 Harbour, Port & Shore Operations Management

1. **Port Navigation & Environmental Constraints:** The Service Provider's navigation team must demonstrate proficiency navigating the sedimentation zones and wave dynamics at Little Bay pier without endangering propulsion systems, as well as adhering strictly to the 20-minute restricted low-speed zone within St. John's Harbour / Heritage Quay, Antigua.
2. **Shore Interface & Stevedoring:** The Service Provider is responsible for managing and financing all quayside operations, passenger marshalling, baggage handling, ticketing check-in, and the safe loading/unloading of palletized and/or loose cargo at all ports of call.
3. **Port Agency & Customs Coordination:** The Service Provider must appoint competent port agents in Montserrat, Antigua, and Nevis to oversee customs, immigration, port authority clearance, berthing line handlers, and quayside logistics.

#### 4.5 Passenger Comfort, Amenities, Cargo & Accessibility (PRM)

1. **Passenger Accommodation:** The vessel shall provide fully enclosed, weatherproof passenger accommodation with functional marine-grade air conditioning appropriate to the vessel and operating conditions. The passenger accommodation shall be maintained in a clean, safe and serviceable condition throughout the Contract Period.
2. **Sanitary Facilities:** Minimum of one (1) fully operational flush toilet equipped with handwashing facilities, soap and sanitary supplies shall be available and maintained for passenger use throughout the Services.

### 3. **Persons with Reduced Mobility (PRM) Accessibility:**

- o Minimum of one (1) dedicated, clearly marked wheelchair-accessible toilet fitted with robust grab rails, appropriate lighting and sufficient turning radius.
  - o Sturdy embarking/disembarking gangways and ramps equipped with continuous handrails, wide enough to facilitate safe wheelchair access. Personnel shall provide reasonable boarding and disembarkation assistance to passengers requiring it.
4. **Cabin Seating and Amenities:** Comfortable, high-backed ergonomic seating and clean, well-maintained interior spaces are mandatory. Audio-visual entertainment monitors distributed throughout the main cabin are optional.
5. **Cargo and Baggage Capacity:** The Service Provider shall provide safe and secure passenger baggage accommodation. A dedicated cargo area with capacity equivalent to approximately seven (7) standardised pallets of dry cargo, additional to passenger-luggage space, is desirable but is not a mandatory minimum requirement unless expressly stated in Section 3. Tenderers must state in Form 8.8 — Vessel Statutory Data Schedule whether dedicated cargo space is available and the capacity offered.
6. **Vessel Speed:** The mandatory minimum service-speed requirement is stated in Section 3 and Form 8.8. The Service Provider shall perform the Scheduled Services at a speed sufficient to meet the contractual Sailing Timetable, subject always to weather and sea conditions, the vessel's certified operating limitations and the Master's overriding authority in respect of safety.

## 4.6 Environmental Protection & Marine Waste Management

The Service Provider shall comply at all times with all applicable environmental, maritime, port and waste-management requirements, including MARPOL 73/78 and the International Health Regulations (IHR 2005), to the extent applicable to the vessel and the Services, and shall maintain appropriate environmental-protection and marine-waste-management arrangements throughout the Contract Period.

1. **Pollution Prevention and Discharge:** The Service Provider shall not discharge, release, permit or cause the discharge or release of untreated sewage, bilge water, sludge, waste oil, chemicals, garbage, cargo residues or any other pollutant in waters where the Services are performed, except where a discharge is expressly permitted by applicable law and all applicable regulatory requirements have been satisfied.
2. **Sewage and Waste Management:** The vessel shall be equipped with and maintain a marine sanitation device, sewage holding tank or other sewage-management arrangement that complies with applicable legal and regulatory requirements. Operational waste shall be stored, handled, documented and transferred to authorised shore reception facilities in accordance with applicable law and port requirements.
3. **Environmental Incidents and Corrective Action:** The Service Provider shall notify the Employer immediately of any actual or suspected pollution incident, unlawful discharge,

spill, release, environmental complaint, enforcement action or inspection finding affecting the Services. The Service Provider shall maintain and provide relevant records, take all required corrective and preventive action and bear the reasonable costs of such action to the extent the incident or non-compliance is attributable to the Service Provider, its Personnel, agents or Subcontractors.

#### 4.7 Crew Manning & Key Personnel Requirements

The Service Provider shall ensure that the vessel is fully manned at all times by competent, experienced and appropriately certificated Personnel in accordance with the vessel's statutory Safe Manning Document and the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers (STCW 95, as amended). Tenderers must provide current CVs, certificates and other supporting evidence for the key Personnel identified below, using Forms 8.9A, 8.9B and 8.10. The Service Provider shall ensure that the Personnel named in its accepted tender remain available from the Start Date and throughout the Contract Period, subject only to replacement approved in accordance with the Contract.

##### Mandatory Key Personnel Qualifications

| Key Role                       | Minimum Statutory Certification                                                                                                        | Minimum Maritime Experience                                                                                                         |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| Master / Captain               | Valid Master Mariner / High-Speed Craft Type Rating Certificate (STCW Reg II/2) issued by an IMO white-listed maritime administration. | Minimum five (5) years as Master on commercial passenger/high-speed vessels operating in open-sea conditions.                       |
| Chief Mechanic / Engineer      | Valid Chief Engineer Certificate of Competency (STCW Reg III/2 or III/3).                                                              | Minimum five (5) years experience maintaining marine diesel propulsion systems, auxiliary generators, and onboard electrical plant. |
| First Mate / Chief Officer     | Valid Chief Mate / Officer of the Watch (STCW Reg II/1).                                                                               | Minimum three (3) years commercial watchkeeping experience in passenger vessel operations.                                          |
| Designated Person Ashore (DPA) | Certified DPA qualification in accordance with IMO ISM Code Guidelines                                                                 | Proven experience managing vessel safety management systems and shore-based maritime emergency support.                             |

The Service Provider shall notify the Employer immediately if any Key Personnel member becomes unavailable, loses or has restricted any required certificate or approval, or is otherwise unable lawfully or safely to perform the role. Any replacement must have qualifications, experience and certification equivalent to or better than the person replaced and must be

approved in writing by the Employer before performing the role, except where immediate temporary action is necessary for safety and is notified to the Employer without delay.

- **Language Proficiency:** The Master, navigation officers and all passenger-facing crew must be fully fluent in written and spoken English to ensure clear passenger safety briefings and inter-ship/port communications.
- **First Aid & Safety:** The Master and at least two (2) operational crew members on every voyage must hold current CPR and First Aid certifications.
- **Uniform & Professionalism:** All crew members on duty must wear clean, company-branded uniforms clearly identifying their rank and role.

#### 4.8 Mobilisation, Inspections & Service Continuity

- **Mobilisation and Pre-Commencement:** The mobilisation, inspection, operational-readiness and Start Date requirements are governed by the Special Conditions of Contract. The Service Provider shall comply with those requirements and with its approved Mobilisation Plan.
- **Service Continuity and Maintenance Plan:**
  1. Tenderers must submit a Service Continuity and Maintenance Plan describing the arrangements for maintaining or restoring the Scheduled Services where the primary vessel becomes unavailable because of mechanical failure, breakdown, unscheduled maintenance, regulatory restriction, port closure, adverse weather, pier surging or another operational event.
  2. The Plan must identify the persons responsible for implementation; proposed substitute-vessel, alternative-transport or other contingency arrangements; expected response and recovery times; procedures for communicating with GoM, passengers, ports and other relevant stakeholders; and arrangements for passenger rebooking, welfare and assistance during disruption.
  3. The Plan must also describe preventive maintenance, defect-management, repair and spare-parts arrangements, and the steps to be taken to minimise disruption and maintain or promptly restore the required Services.
  4. The adequacy, practicality and resilience of the Service Continuity and Maintenance Plan will be evaluated under Section 3. The Service Provider shall implement its approved Plan immediately when a relevant disruption occurs.

#### Pre-Commencement Requirements

Prior to commencement of the Services, the Service Provider shall complete all required mobilisation activities and demonstrate operational readiness to the satisfaction of the Employer.

At a minimum, the following shall be completed before the Start Date:

- positioning of the proposed vessel in accordance with the approved Mobilisation Plan;
- completion of all required MMA, Port State and other applicable regulatory inspections and approvals;
- submission of all valid statutory vessel certificates;
- submission of all required insurance certificates and evidence of coverage;
- confirmation of appropriately certified and available crew;
- submission of the approved Health, Safety and Environmental Management Plan; and
- completion of any required berthing trials, port coordination and operational readiness checks.

**The Services shall not commence until these pre-commencement requirements have been satisfied in accordance with the Special Conditions of Contract.**

#### 4.9 Key Performance Indicators (KPIs) & Operational Reporting

The Service Provider shall monitor and report its performance against the following monthly Key Performance Indicators (KPIs). The Access Division (Office of the Premier) may verify the reported information using vessel logs, ticketing records, passenger complaints, port information, inspection results, certificates and any other information reasonably required for contract management.

Each monthly operational report and KPI reconciliation must be certified by an authorised representative of the Service Provider as true, complete and accurate. Any claimed exclusion from KPI calculations or any claimed Excluded Event must be supported by contemporaneous records and other evidence reasonably required by the Employer. Submission of a report does not constitute acceptance by the Employer of the reported performance or of any claimed exclusion.

| Key Performance Indicator | Performance Standard | Verification Method |
|---------------------------|----------------------|---------------------|
|---------------------------|----------------------|---------------------|

|                                  |                                                                                                                                                                                       |                                                                                                                                                                                |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Service Reliability              | At least 98% of Scheduled Sailings completed.                                                                                                                                         | $\frac{\text{Completed Sailings}}{\text{total Scheduled Sailings}} \times 100$ . Any exclusion must be permitted under the Contract and supported by contemporaneous evidence. |
| On-Time Performance              | At least 90% of Scheduled Sailings departing within 15 minutes of the scheduled departure time.                                                                                       | $\frac{\text{On-time departures}}{\text{completed Scheduled Sailings}} \times 100$ . Any permitted exclusion must be properly documented and supported by evidence.            |
| Reporting Timeliness             | 100% of required monthly reports submitted by the 5th business day of the following month.                                                                                            | $\frac{\text{Number of reports submitted on time}}{\text{number of reports required}} \times 100$ .                                                                            |
| Passenger Service                | Passenger service complaints not to exceed 5% of total passengers carried during the month.                                                                                           | $\frac{\text{Number of substantiated passenger service complaints}}{\text{total passengers carried}} \times 100$ .                                                             |
| Safety and Regulatory Compliance | No serious preventable safety incidents and continuous compliance with all mandatory maritime certificates and approvals                                                              | Verified through incident reports, MMA/Port State inspections, safety records and certification status.                                                                        |
| Baggage Performance              | Baggage accepted for carriage shall be handled, transported and delivered safely and in accordance with the agreed service requirements<br><br>This KPI applies to Cargo, if handled. | Report all loss, damage, delay or handling incidents involving cargo or baggage, together with corrective action taken.                                                        |

### Monthly Operational Reporting Templates

**Table A: Monthly Operational Traffic & Incident Summary**

| Voyage Date | Scheduled Route | Scheduled Sailings Completed | Passengers Inbound | Passengers Outbound | Baggage Carried (and Cargo, if applied) (Pallets / Items / Weight, as applicable) | Passenger Complaints | Safety Complaints | Service Disruption Reason (if any) |
|-------------|-----------------|------------------------------|--------------------|---------------------|-----------------------------------------------------------------------------------|----------------------|-------------------|------------------------------------|
| _____       | _____           | _____                        | _____              | _____               | _____                                                                             | _____                | _____             | _____                              |

**Table B: Monthly KPI Performance Reconciliation**



| Key Performance Indicator        | Required Target Standard                                                                                                                             | Actual Performance Achieved | Explanatory Remarks & Corrective Actions |
|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|------------------------------------------|
| Service Reliability              | At least 98% of Scheduled Sailings completed.                                                                                                        | _____ %                     |                                          |
| On-Time Performance              | At least 90% of Scheduled Sailings departing within 15 minutes of the scheduled departure time.                                                      | _____ %                     |                                          |
| Reporting Timeliness             | 100% of required monthly reports submitted by the 5th business day of the following month.                                                           | _____ %                     |                                          |
| Passenger Service                | Passenger service complaints not to exceed 5% of total passengers carried during the month.                                                          | _____ %                     |                                          |
| Safety and Regulatory Compliance | No serious preventable safety incidents and continuous compliance with all mandatory maritime certificates and approvals.                            | _____ %                     |                                          |
| Baggage Performance              | Baggage (and cargo) accepted for carriage shall be handled, transported and delivered safely and in accordance with the agreed service requirements. | _____ %                     |                                          |

#### 4.10 Navigational, Safety & Communication Equipment Inventory

The Tenderer must complete Form 8.11 — Equipment, Machinery & Navigational Systems Form, demonstrating the availability, operational readiness and current inspection or certification status of the following mandatory onboard systems. The Service Provider shall maintain all required systems in safe and serviceable condition throughout the Contract Period.

| Equipment Category              | Mandatory System Requirements                                                                                                                                                                                                                                              | Verification Required                             |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| Marine Navigation               | Dual Marine Radar (X-Band/S-Band), dual GPS Chart Plotters, Echo Sounder, Class-A AIS Transponder, Magnetic Compass, Gyrocompass, Autopilot, and current Caribbean Electronic Navigational Charts (ENC).                                                                   | Equipment Inventory List & Service Records        |
| Maritime Communications         | GMDSS Sea Area A1+A2 compliant VHF/DSC Radios (fixed and portable units), Marine Satellite Telephone System, and NAVTEX receiver.                                                                                                                                          | Radio Station Licence & Survey Report             |
| Life-Saving Appliances (LSA)    | SOLAS-approved open-sea inflatable Life Rafts (100% vessel capacity on each side), SOLAS adult/child Life Jackets with lights and whistles, hydrostatic EPIRBs, SART transponders, and full marine pyrotechnics kit (rocket parachute flares, hand flares, smoke signals). | Valid Safety Equipment Inspection Certificates    |
| Fire Protection & Extinguishing | Fixed engine room fire suppression system (CO2 / FM-200 / Clean Agent), portable fire extinguishers, fire main with hydrants and hoses, fire detection system, and international fire control plan.                                                                        | Fixed System Pass Certificate & Fire Control Plan |

The Service Provider shall notify the Employer immediately if any required system becomes unavailable, defective, expired, restricted or otherwise incapable of safe and lawful use. The vessel shall not operate where a required safety-critical system is unavailable or defective and the vessel cannot lawfully and safely perform the Services.

#### 4.11 Optional Special Voyage Services – Guadeloupe and St. Maarten

The Procuring Entity wishes to explore the possibility of operating special passenger day-trip services from Guadeloupe and/or St. Maarten to Montserrat during the Contract Period.

These services are optional and are not part of the minimum service requirements under this Contract. The Procuring Entity does not guarantee that any such voyage will be requested.

Tenderers are invited to submit a separate Optional Service Proposal for:

- a) Guadeloupe – Montserrat – Guadeloupe; and
- b) St. Maarten – Montserrat – St. Maarten.

The proposed service shall be based on a maximum frequency of one (1) special round trip per month, to either Guadeloupe or St. Maarten. Any increase in that maximum frequency must be authorised in writing in accordance with the Contract and applicable GoM procurement requirements.

For each route, the Tenderer shall provide the proposed operating timetable, estimated journey time, passenger capacity, proposed public return fare and the proposed GoM support per round trip, if any. Any proposed GoM support rate must be fixed and all-inclusive of the costs required to perform that Optional Special Voyage, including vessel operation, crew, fuel, port and berthing charges, agency costs, customs, immigration, insurance, certificates and approvals, except for an item expressly identified as legally payable only by GoM.

The prices and other commercial information submitted for these Optional Special Voyage Services shall be provided separately from the Evaluated Bid Price and shall not be scored, evaluated or otherwise considered in the determination of the Most Advantageous Tender.

Following contract award, the Procuring Entity may, at its sole discretion, exercise any of these optional services where it determines that the proposed service remains operationally feasible, represents value for money, sufficient funding is available and all necessary maritime, port, immigration and other regulatory approvals have been obtained.

Any Optional Special Voyage shall only be undertaken following prior written instruction from the Procuring Entity. The Service Provider shall have no entitlement to payment in respect of an optional voyage unless the voyage has been formally authorised. An Optional Special Voyage must not prevent, delay or materially prejudice the safe delivery of the Scheduled Services.

The Tenderer's submitted rates for the Optional Special Voyage Services shall remain fixed for the Contract Period and shall form part of the resulting Contract if accepted by the Procuring Entity. Exercise of an option shall not constitute a commitment to purchase any further optional voyages.

## 5. General Conditions of Contract

These General Conditions of Contract (GCC) should be read in conjunction with the Special Conditions of Contract (SCC).

### Preliminary Provisions

#### 1. Definitions

In this Contract:

“Activity Schedule” means the priced and completed Activity Schedule comprising the supply, delivery and completion of the goods, materials and services to perform the Services by the Service Provider.

“Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer.

“Contract” means the Contract Agreement signed by the Parties, together with all the documents listed in the Contract Agreement.

“Contract Price” means the fixed lumpsum amount accepted by the Employer and indicated in the Notice of Acceptance or the Contract Agreement and thereafter adjusted in accordance with the Contract.

“Service Provider ” means the party whose tender to carry out the Services is accepted by the Employer, as named in the Contract Agreement.

“Day” means calendar day.

“Employer” means GOM, represented by the Procuring Entity named in the Contract Agreement, who employs the Service Provider.

“Employer’s Personnel” means all staff, labour and other employees of the Employer engaged in fulfilling the Employer’s obligations under the Contract; and any other personnel identified as Employer’s Personnel, by a notice from the Employer to the Service Provider.

“GCC” means the General Conditions of Contract.

“In writing” or “written” means hand-written, type-written, printed or electronically made, and resulting in a permanent record.

“Key Personnel” means a member of the Service Provider’s Personnel whose CV was taken into account during the technical evaluation of the Service Provider’s tender;

“Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SCC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract.

“Service Provider” is an entity or company whose tender to provide the Services has been accepted by the Employer.

“Service Provider’s Personnel” means all personnel whom the Service Provider utilises in the execution of the Services, including the staff, labour and other employees of the Service Provider and each Subcontractor; and any other personnel assisting the Service Provider in the execution of the Services.

“SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.

“Specifications” means the performance specifications of the Services included in the Contract, and any additions and modifications to the specifications in accordance with the Contract.

“Services” means the work to be performed by the Service Provider pursuant to the Contract.

“Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with Clause 4.

## **2. Interpretation**

Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

The Contract constitutes the entire agreement between the Employer and the Service Provider and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

No failure by either party to enforce any of the terms or conditions of the Contract, or granting of time by either party, shall constitute a waiver of the right to subsequently enforce all terms and conditions of this Contract. No waiver of any breach of the Contract shall be considered a waiver of any subsequent or continuing breach.

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the GCC.

## **3. Amendment**

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract and is signed by authorised representatives of both parties

## **4. Assignment**

Neither the Employer nor the Service Provider shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

## **5. Subcontracting**

The Service Provider shall not subcontract any part of the Contract without the prior written consent of the Employer. Such consent shall not be unreasonably withheld or delayed.

Any Subcontractors listed in the Service Provider 's tender are approved.

Subcontracting shall not relieve the Service Provider of any of its obligations under the Contract.

## **6. Governing Law**

The Contract shall be governed by and interpreted in accordance with the laws of Montserrat.

## **7. Language**

The Contract, as well as all correspondence and documents relating to the Contract, shall be in English.

## **8. Notices**

Any notice given by one party to the other shall be in writing to the address specified in the SCC. Notices may be delivered by email, post or in person and shall be deemed received:

- within 24 hours of the date of sending if delivered by email;
- within 72 hours of the date of posting if delivered by post; or upon delivery if delivered in person.

## **9. Confidentiality**

The Employer and the Service Provider shall keep confidential all documents, data or other information provided by the other party in connection with the Contract, whether provided directly or indirectly and before, during or following completion or termination of the Contract.

Such documents, data or information shall be used solely for the purpose of the Contract and shall not be disclosed to any third party, without the prior written consent of the other party.

Notwithstanding the above, the Service Provider may share documents, data or information with its approved Subcontractors to the extent required for performance of their work under the Contract, providing the Service Provider has a written agreement with such Subcontractors to treat the information as confidential in accordance with this Contract.

These obligations shall not apply to information that:

- is required or ordered to be disclosed by law or a competent court or authority;

- enters the public domain through no fault of that party or was already possessed by that party at the time of disclosure; or
- lawfully becomes available to a party from a third party.

#### **10. Location**

The Services shall be performed at such locations as specified in the SCC, and where the location of a particular task is not so specified, at such locations in Montserrat as the Employer may approve.

#### **11. Joint Ventures**

If the Service Provider is a joint venture:

- all of the partners shall be jointly and severally liable for implementation of the Contract;
- the partners shall designate a leader with authority to bind the joint venture;

The composition or constitution of the joint venture shall not be altered without the prior consent of the Employer.

### **Commencement, Completion, Modification, and Termination of Contract**

#### **12. Programme**

Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Programme showing the general methods, arrangements, order and timing for all activities. Such submission to the Employer shall include any applicable environmental and social management plan to manage environmental and social risks and impacts.

The Services shall be carried out in accordance with the approved Programme, as updated.

#### **13. Start Date**

The Service Provider shall start carrying out the Services fourteen (14) days after the date the Contract is signed by Parties.

#### **14. Intended Completion Date**

The Service Provider shall complete the activities by the Intended Completion Date, as specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per GCC Clause 34. In this case, the Completion Date will be the date of completion of all activities.

#### **15. Force Majeure**

Neither party shall be considered to be in breach of its obligations under the Contract if the performance of such obligations is prevented by any circumstances of force majeure.

“Force majeure” means an event or situation beyond the control of either party that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part

of either party. Such events may include, but not be limited to, natural disasters, wars, revolutions, terrorism, civil or industrial disturbances, acts of government, epidemics, quarantine restrictions, and freight embargoes.

Promptly after the occurrence of any force majeure situation, the affected party shall give notice in writing to the other party, giving details of the cause, the probable duration and the likely effect.

Unless otherwise directed by the Employer, the Service Provider shall continue to perform its obligations under the Contract, as far as is reasonably practical, and shall seek all reasonable alternative means in performing its obligations.

Either party may terminate the Contract, by written notice to the other, where a party is unable to perform its obligations, wholly or in part, by reason of force majeure for any period of 30 days or more. The Service Provider shall be entitled to payment for any Services completed at the time of termination.

## **16. Termination by the Employer**

The Employer may terminate this Contract, by written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) in the judgement of the Employer, the Service Provider has engaged in prohibited practices;
- (c) the Service Provider is subject to applicable sanctions or the Service Provider has or will violate applicable sanctions through the performance of the contract;
- (d) the Service Provider becomes bankrupt, insolvent, enters into receivership or is being wound up or is the subject of legal or administrative proceedings for any such matter.
- (e) if the Service Provider, in the judgment of the Employer, has violated any of Labour obligations as set forth in GCC Clause 20; or
- (f) As determined by the Employer, the Service Provider has attained the maximum liquidated damages specified in clause 35.

## **17. Termination for Convenience**

The Employer may terminate the Contract, in whole or in part, at any time, by written notice to the Service Provider for its convenience. The notice shall specify that termination is for the Employer's convenience, the extent to which the Contract is terminated and the date when the termination becomes effective.

On receipt of notice of termination, the Service Provider shall immediately take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

### **18. Termination by the Service Provider**

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer. Such notice should be given if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 40, within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.

## **Obligations of the Service Provider**

### **19. General Obligations**

The Service Provider shall perform the Services in accordance with the Performance Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods.

The Service Provider shall respect and abide by all laws and regulations in force in Montserrat and shall ensure that its Subcontractors, agents or Personnel also respect and abide by all such laws and regulations.

The Service Provider shall provide all technical and administrative support needed in order to ensure the timely and satisfactory completion of the Services.

The Service Provider shall be responsible for the professional and technical competence of any Subcontractors, agents or Personnel assigned to deliver the Services under the Contract. The Service Provider shall assume all risks and liabilities relating to Subcontractors, agents or Personnel and property.

The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall always support and safeguard the Employer's legitimate interests in any dealings with third parties.

### **20. Labour Obligations**

The Service Provider shall comply with the Montserrat Labour Code, 2012 and subsidiary regulations. This shall include, but not be limited to:

- ensuring equality of treatment in employment;
- providing safe working conditions and all necessary protective equipment and training;
- ensuring compliance with applicable requirements relating to minimum wage, working hours and leave entitlements;

- ensuring compliance with all applicable immigration requirements, such as visas and work permits, for expatriate staff;
- ensuring compliance with all applicable requirements relating to tax and social security contributions; and
- any other requirements specified in the SCC.

## **21. Prohibited Practices**

The Service Provider, including any Subcontractors, agents or staff, shall not engage in prohibited practices, as defined in the Public Procurement Act 2025, and shall comply with the Government of Montserrat's Code of Conduct for Suppliers, available at <https://tenders.gov.ms/>.

## **22. Sanctions**

In performing the Contract, the Service Provider shall comply with all applicable sanctions, restrictive measures and trade prohibitions having legal effect in Montserrat ("applicable sanctions").

Applicable sanctions include, without limitation, sanctions adopted by the United Kingdom pursuant to the Sanctions and Anti-Money Laundering Act 2018 and extended to Montserrat as a British Overseas Territory by Order in Council, as amended from time to time.

The Service Provider, including any Subcontractors, warrants that it is not subject to any applicable sanctions and is not owned or controlled, directly or indirectly, by a sanctioned person or entity.

The Service Provider shall promptly give notice in writing to GOM of any change in circumstances that may affect compliance with this clause.

GOM reserves the right to verify compliance with this clause. Verification may include consultation of the United Kingdom Consolidated List of Financial Sanctions Targets or any successor or equivalent official list: <https://www.gov.uk/government/publications/the-uk-sanctions-list> and the official list of the Caribbean Development Bank: <https://www.caribank.org/about-us/corporate-governance/office-integrity-compliance-and-accountability/sanctioned-individuals-and-firms2>

## **23. Insurance**

The Service Provider shall take out and maintain and shall cause any Subcontractor to take out and maintain, at its (or the Subcontractors' as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SCC.

At the Employer's request, the Service Provider shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

## **24. Performance Security**

Within 15 days from receipt of the Notice of Acceptance, the Service Provider shall submit to the Employer a performance security in the amount stated in the SCC. The performance security should be in the currency of the Contract and in the form of either a bank guarantee or an insurance bond, using the forms in the annex to the Contract. The security should be issued by a reputable financing institution acceptable to the Employer and must be valid until 30 days from the date of the Completion Certificate.

## **25. Service Provider's Actions Requiring Employer's Approval**

The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) entering a subcontract for the performance of any part of the Services;
- (b) appointing such members of Key Personnel not originally listed by name by the Service Provider in their tender;
- (c) changing the Programme; and
- (d) any other action that may be specified in the SCC.

## **26. Service Provider's Personnel**

The Service Provider shall confirm and submit the list of Key Personnel as submitted in the tender within seven (7) days from signing of Contract.

Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

The Employer may require the Service Provider to remove (or cause to be removed) a Service Provider's personnel, who:

- persists in any misconduct or lack of care;
- carries out duties incompetently or negligently;
- fails to comply with any provision of the Contract;
- based on reasonable evidence, is determined to have engaged in prohibited practices as provided for in clause 21; or
- has been recruited from the Employer's Personnel.

As appropriate, the Service Provider shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.

Notwithstanding any requirement from the Employer to remove or cause to remove any person, the Service Provider shall take immediate action or remove the personnel as appropriate in response to any violation of the above.

### **27. Security at the Site**

The Service Provider shall be responsible for the security at the locations in Montserrat where the Services are carried out including providing and maintaining at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the locations, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.

If required in the SCC, prior to the Start Date, the Service Provider shall submit for the Employer's approval a security management plan that sets the security arrangements for the locations in Montserrat where the Services are executed.

### **28. Health and Safety**

Where specified in the SCC, the Service Provider shall submit to the Employer a Health and Safety plan.

### **29. Audit**

The Service Provider shall keep accurate accounts and records in respect of the Contract and shall permit the Employer or persons appointed by the Employer to inspect or audit the accounts and records.

The Supplier shall ensure that its Subcontractors comply with the requirements of this clause.

## **Obligation of the Employer**

### **30. Assistance to the Service Provider**

The Employer shall use its best efforts to provide the Service Provider such assistance, services, facilities, and exemptions as specified in the SCC.

## **Payment to the Service Provider**

### **31. Advance Payment**

Unless otherwise indicated in the SCC, no advance payment will be made.

If an advance payment is to be made in accordance with the payment terms in clause, the Service Provider shall submit an invoice for the advance payment on signature of the Contract.

Unless otherwise indicated in the SCC, payment of the advance will be made upon submission of an acceptable bank guarantee for the full amount of the advance payment, valid until the Services are completed, and in the form provided in the Contract.

### **32. Terms and Conditions of Payments**

Payments will be made to the Service Provider within 30 days upon submission of an invoice indicating a periodic lumpsum amount according to the Payment Schedule stated in the SCC, over the period of the Contract. This amount covers all remuneration of the Service Provider's Personnel, materials and equipment to perform the Services to the satisfaction of the Employer.

Should the Employer delay payment to the Service Provider as provided for in this clause, the Employer shall pay the Service Provider an interest in the amount equal to the monthly lending rate published by Bank of Montserrat multiplied by the value of periodic lump-sum amount per day of delay.

### **33. Tax**

The Service Provider shall be liable to pay taxes in Montserrat. 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](mailto:irev@gov.ms)

### **34. Price Adjustment**

The Contract Price shall not be adjusted, except in cases that may be defined in the SCC.

### **35. Liquidated Damages**

If so indicated in the SCC, and except in cases of force majeure in accordance with clause 15, if the Service Provider fails to perform or complete any of the Services within the Intended Time for Completion in the Schedule of Requirements, the Employer may deduct liquidated damages from the Contract Price.

Liquidated damages shall be calculated at the percentage of the Contract Price of the delayed services specified in the SCC for each day, of delay, until actual completion. The maximum amount of liquidated damages shall be specified in the SCC. Once the maximum is reached, the Employer may terminate the Contract in accordance with clause 16.

### **36. Payment after Termination**

The Service Provider shall be entitled to payment for all Services satisfactorily completed before the termination date.

Where termination is for the employer's convenience, GOM shall also pay the Service Provider for any reasonable costs related to the prompt and orderly termination of this Contract.

## Quality Control

### 37. Identifying Defects

The principles and modalities for inspection of the Services by the Employer shall be as indicated in the SCC. The Employer shall check the Service Provider's performance in accordance with the Specifications and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any Service that the Employer considers may have a Defect.

### 38. Lack of Performance Penalty

If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as five percent (5%) of the regular periodic payment.

### 39. Correction of Defects, and Lack of Performance Penalty

The Employer shall give notice to the Service Provider of any Defects before the end of the Contract.

Every time notice of a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.

If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance described and calculated in Clause 38.

### 40. Dispute Resolution

The parties shall use their best efforts to settle any dispute amicably.

If, after 14 Days, the parties have failed to resolve their dispute by mutual consultation, either party may request, by notice to the other party, that a mutually agreed-upon mediator be appointed in Montserrat.

The mediator, once appointed, may set out his or her own procedure and shall specify a reasonable time and date for submissions and information by each party. The parties shall cooperate with the mediator and with such enquiries that he or she may deem necessary. The parties shall share any costs and fees associated with the mediation equally, except for attorney fees.

No confidential information supplied to the mediator shall be disclosed to any third party.

The parties shall continue to perform their respective obligations under the Contract, during any dispute resolution procedures, unless they agree otherwise.

## 6. Special Conditions of Contract

The following Special Conditions of Contract (SCC) supplement and/or amend the GCC and include specific data to define the GCC. Whenever there is a conflict, the provisions in these SCC will prevail over those in the GCC.

### Additional Definitions

For the purposes of the Contract, including Sections 4, 5, 6 and 7, and in addition to the definitions in GCC clause 1, the following expressions have the meanings given below unless the context otherwise requires:

**“Adverse Weather Event”** means weather or sea conditions which prevent the safe operation of a Scheduled Sailing, having regard to the vessel’s certified operating limitations and the Master’s overriding authority in respect of safety.

**“KPI”** means a Key Performance Indicator specified in section 4.9 and incorporated into the Contract.

**“Mobilisation Date”** means 27/11/2026.

**“Mobilisation Plan”** means the plan submitted by the Service Provider as part of its Technical Tender and approved by the Employer, setting out the arrangements, programme and responsibilities for positioning the vessel, completing inspections and approvals, and achieving operational readiness before the Start Date.

**“Optional Special Voyage”** means a voyage to Guadeloupe or St Maarten requested by the Employer under section 4.11 and authorised in writing by the Employer in accordance with the Contract.

**“Regulatory Approval”** means any approval, certificate, inspection clearance, licence, authorisation or other permission required by applicable law or a competent maritime, port, immigration, customs or other public authority for the lawful performance of the Services.

**“Safety-Critical Defect”** means a Defect which creates, or is reasonably likely to create, an immediate risk to the safety of passengers, crew, cargo, the vessel, the public or the environment, or results in non-compliance with a Regulatory Approval.

**“Scheduled Sailing”** means a one-way voyage required by the sailing timetable forming part of the Contract, excluding an Optional Special Voyage unless that voyage has been authorised in writing by the Employer.

**“Service Payment Reduction”** means the reduction in the monthly operational-support payment calculated under SCC clause 12.

**“Start Date”** means 01/12/2026 (tentative start date), subject to compliance with the pre-commencement requirements in section 4.8 and these SCC.

## Preliminary Provisions

### 1. Notices

**The Employer is:** The Government of Montserrat (GoM), represented by the **Office of the Premier (Access Division)**, Government Headquarters, Brades, Montserrat, MSR1110.

**Employer's Address for Notices:**

Permanent Secretary, Office of the Premier

Government Headquarters, Brades, Montserrat, MSR1110

**Email:** [op@gov.ms](mailto:op@gov.ms) (cc: [accessmni@gov.ms](mailto:accessmni@gov.ms))

**Service Provider's Address for Notices:** *[insert address for notices under the contract, including email address where email correspondence will be used]*

### 2. Location

The Service Provider shall perform the Services in the location(s) below.

**Primary Route: Port of Little Bay (Montserrat) and Heritage Quay / St. John's Port (Antigua).**

**Secondary Route: Charlestown (Nevis).**

### 3. Mobilisation Date, Start Date and Intended Completion Date

3.1 Notwithstanding GCC clause 13, the Service Provider shall ensure that the proposed vessel is positioned at Little Bay, Montserrat no later than **27/11/2026** (the Mobilisation Date) to enable all required inspections, berthing trials, port coordination and operational-readiness activities to be completed.

3.2 Subject to clause 3.3, the Service Provider shall commence the scheduled Services on **01/12/2026** (the Start Date).

3.3 The Service Provider shall not commence the Services unless it has complied with all pre-commencement requirements in section 4.8 and SCC clauses 4 and 7, including the provision and, where applicable, verification or acceptance of all required certificates, insurance evidence, crew certifications, Regulatory Approvals and the Health, Safety and Environmental Management Plan.

3.4 No operational-support payment is payable for any period before compliant scheduled Services have commenced.

3.5 The Intended Completion Date is **31/05/2027**.

3.6 The Employer may, by written notice to the Service Provider, extend the Contract once for a period not exceeding six months at the daily operational-support rate stated in the Service Provider's tender. Any extension is subject to the availability of funding, satisfactory performance by the Service Provider, all required Regulatory Approvals and the prior approvals required by applicable GoM procurement procedures. The Employer is under no

obligation to exercise this option.

## Obligations of the Service Provider

### 4. Insurance

#### 4.1 Insurance Requirements:

The Service Provider shall obtain and maintain in full force and effect throughout the duration of the Contract (and any extension thereof), at its own expense, the following marine insurance policies with first-class marine underwriters or an established Protection & Indemnity (P&I) Club:

1. **Hull & Machinery (H&M) Insurance:** Covering total loss, constructive total loss, collision liability (3/4ths or 4/4ths RDC), and damage to the vessel, her hull, propulsion systems, and onboard equipment for its full agreed market value.
2. **Protection & Indemnity (P&I) Club Cover / Marine Liability:** Comprehensive coverage covering legal liabilities arising from the operation of the vessel, including:
  - o Passenger liability (death, personal injury, and loss of or damage to baggage/cargo);
  - o Crew liability, illness, repatriation, and Maritime Labour Convention (MLC) compliance;
  - o Third-party property damage and fixed/floating object (FFO) collision liability;
  - o Full statutory and environmental liability for **Wreck Removal**; and
  - o **Bunker Oil Pollution Liability** and environmental damage in full compliance with international maritime conventions and territorial laws.

**4.2 Submission of Policies:** Certified copies of cover notes, Certificates of Entry from the P&I Club, and proof of premium payments must be delivered to the Government of Montserrat prior to vessel deployment, and in any event no later than **four (4) calendar days prior to 1<sup>st</sup> December 2026** upon vessel arrival for inspection.

**4.3** The Service Provider shall ensure that all insurance required under this clause remains valid and in full force throughout the Contract Period and any extension. The Service Provider shall give the Employer written notice immediately on becoming aware of any cancellation, non-renewal, lapse, material reduction in cover, material exclusion, reservation of rights or dispute concerning any required policy.

**4.4** The Service Provider shall, on request, provide the Employer with updated certificates, cover notes, Certificates of Entry, evidence of premium payment and such further information as the Employer reasonably requires to verify compliance with this clause.

**4.5** To the extent available in the marine insurance market on reasonable commercial terms, the Service Provider shall procure that the Employer is named as an additional insured in respect of liabilities arising from the Services and that the relevant insurers waive rights of subrogation against the Employer and the Employer's Personnel.

**4.6** If the Service Provider fails to maintain or provide satisfactory evidence of any insurance required under this clause, the Employer may suspend the affected Services until the failure has been remedied. Suspension under this clause does not relieve the Service Provider of its obligations under the Contract and is without prejudice to any other right or remedy available to the Employer.

**4.7** The Service Provider shall indemnify and keep indemnified the Employer and the Employer's Personnel against all claims, losses, liabilities, damages, costs and expenses, including reasonable legal costs, arising out of or in connection with:

- (a) the operation, navigation, management, maintenance or use of the vessel;
  - (b) death, personal injury, illness, loss of or damage to baggage, cargo or other property;
  - (c) pollution, bunker-oil pollution, wreck removal, collision or damage to any fixed or floating object;
  - (d) the acts or omissions of the Service Provider, its Personnel, agents or Subcontractors; and
  - (e) any breach by the Service Provider of its obligations under the Contract,
- except to the extent that the relevant claim, loss, liability, damage, cost or expense is caused by the negligence, wilful default or breach of contract of the Employer or the Employer's Personnel

**4.8 Immediate Notification of Policy Changes:** The Service Provider shall give GoM immediate written notice (and in no event later than 24 hours) upon becoming aware of any cancellation, non-renewal, lapse, material reduction in coverage, new material exclusion, reservation of rights, or legal/insurance dispute concerning any required policy.

## 5. Performance Security

No performance security is required under this Contract. The Service Provider shall not be required to provide a performance guarantee, performance bond or other performance security as a condition of contract signature or commencement of the Services .

## 6. Security at the Site

No separate security management plan is required under GCC clause 27. This does not relieve the Service Provider of responsibility for the security and safe operation of the vessel, its Personnel, passengers, baggage, cargo, equipment or any part of the Services for which it is responsible under the Contract.

For the avoidance of doubt, the Employer's facilitation of access to port or quayside facilities does not make the Employer responsible for vessel security, passenger safety, baggage or cargo handling, or the acts or omissions of the Service Provider, its Personnel, agents or Subcontractors .

## 7. Health and Safety

7.1 The Service Provider shall submit to the Employer an operational Health, Safety and Environmental Management Plan compliant with the applicable maritime requirements, including the ISM Code and MARPOL 73/78, as applicable.

7.2 The Plan shall be submitted sufficiently in advance of the Start Date and, in any event, no later than three (3) calendar days before commencement of the Services.

7.3 The Service Provider shall not commence the Services unless all required health and safety documentation, statutory maritime certificates, insurance certificates, crew certifications and Regulatory Approvals required under the Contract are valid and have been submitted to, and where applicable verified or accepted by, the Employer and the relevant maritime authorities.

7.4 The Service Provider shall comply at all times with the approved Health, Safety and Environmental Management Plan, all applicable maritime, health, safety and environmental requirements, and every condition attached to any Regulatory Approval.

7.5 The Service Provider shall notify the Employer immediately of:

(a) any accident, incident, injury, illness, near miss, pollution event, safety complaint or other occurrence which materially affects, or may materially affect, the safe delivery of the Services;

(b) any actual or suspected breach, suspension, restriction, expiry, cancellation or threatened cancellation of a Regulatory Approval, certificate or insurance policy; and

(c) any direction, notice, investigation or enforcement action by a maritime, port, health, safety, environmental, immigration, customs or other competent authority which may affect the Services.

7.6 Where the Employer reasonably considers that a Safety-Critical Defect or other immediate safety, statutory, regulatory or environmental risk exists, the Employer may direct that the affected Service is not commenced, or is suspended, until the risk has been remedied and, where applicable, the relevant authority confirms that the Service may lawfully and safely resume.

7.7 A direction under clause 7.6 does not constitute a variation, waiver, acceptance of defective performance or termination of the Contract. The Service Provider remains responsible for all consequences of any suspension to the extent that the relevant risk, Defect or non-compliance is attributable to the Service Provider, its Personnel, agents or Subcontractors.

### **Obligations of the Employer**

### **8. Assistance to the Service Provider**

8.1 The Employer shall use reasonable endeavours to facilitate the Service Provider's access to quayside berthing and passenger waiting areas at Little Bay, Montserrat, and to provide reasonable liaison support with the relevant port, customs, immigration and maritime authorities in Montserrat, Antigua and Barbuda, and St Kitts and Nevis.

8.2 The Employer's assistance under clause 8.1 is limited to facilitation and liaison. The Employer does not warrant or guarantee the availability, suitability, capacity, timely availability or uninterrupted use of any berth, port facility, passenger waiting area, customs facility, immigration facility, clearance process, foreign authority, third-party service or infrastructure.

8.3 The Service Provider remains solely responsible for obtaining and maintaining all Regulatory Approvals, port arrangements, agency arrangements, clearances, operational permissions, personnel permissions and other arrangements necessary to perform the Services, except to the extent that the Contract expressly places a particular obligation on the Employer.

8.4 The Service Provider shall notify the Employer promptly of any actual or anticipated restriction, delay, refusal, closure, failure of access or other matter which may affect the performance of the Services. The parties shall then cooperate in good faith to mitigate the effect on the Services; however, the Service Provider shall remain responsible for implementing all reasonable operational and contingency measures within its control.

8.5 Nothing in this clause relieves the Service Provider of its obligations under the Contract or entitles it to additional payment, an extension of time or relief from a Service Payment Reduction, except to the extent that the relevant event is caused by an act or omission of the Employer or is otherwise expressly treated as an Excluded Event under SCC clause 12.

### Payment to the Service Provider

#### 9. Advance Payment

Clause 32 of the General Conditions of Contract is amended and supplemented as follows:

**9.1 Express Exclusion of Advance Payments:** No advance payments, unearned advances, or pre-funding shall be made by the Government of Montserrat (GoM) under this Contract. Except for the Mobilisation Fee explicitly provided in Clause 9.2 below, no pre-commencement funds or advance payments of any kind shall be disbursed.

**9.2 Mobilisation Fee Scope and Cap:** Subject to the Service Provider's complete fulfillment of all pre-commencement obligations, GoM shall pay a single, fixed Mobilisation Fee.

The Mobilisation Fee represents full, final and exhaustive payment for all mobilisation activities, including but not limited to vessel positioning, inspections, certifications, class surveys, insurances, crew recruitment, provisioning, and all other pre-service setup or

mobilization costs.

Under no circumstances shall GoM be liable for any mobilization, pre-commencement or operational expenses exceeding the agreed Mobilisation Fee.

**9.3 Condition Precedent to Payment:** Payment of the Mobilisation Fee shall be strictly contingent upon the Service Provider submitting:

- a) Verifiable proof of valid vessel class, flag-state, and statutory certifications;
- b) Required insurance policies fully paid and in effect; and
- c) Confirmation of successful vessel positioning and operational readiness at the designated port of deployment.

**9.4 Service Provider Responsibility:** All pre-commencement or mobilization expenses incurred in excess of or prior to the payment of the contractually agreed Mobilisation Fee shall be borne entirely by the Service Provider.

## 10. Terms and Conditions of Payment

10.1 Subject to the terms of the Contract, the Employer shall pay the Contract Price in six (6) equal monthly lump-sum instalments representing operational-support costs.

10.2 A monthly payment is due only on receipt of:

- (a) a valid invoice stating the relevant contract reference number and the period to which it relates;
- (b) the completed Monthly Operational Performance and KPI Report in the form required by the Contract;
- (c) supporting records reasonably required by the Employer to verify the Services performed, any missed or disrupted Scheduled Sailings, and any Excluded Event relied upon; and
- (d) any other document expressly required under the Contract for the relevant payment period.
- (e) For the avoidance of doubt, payment of the monthly operational-support payment is strictly conditional upon the Monthly Operational Performance and KPI Report submitted under Clause 10.2(b) being formally reviewed, verified, and certified in writing by the Employer (or the Employer's Designated Representative).

10.3 Subject to clauses 10.4 and 10.5, the Employer shall pay the undisputed amount of a valid invoice within thirty (30) calendar days after receipt of all documents required by clause 10.2.

10.4 The Employer may query, withhold or set off any amount which is reasonably disputed or which relates to Services not delivered, a Service Payment Reduction, liquidated damages, a Defect, a breach of the Contract or any other sum due from the Service Provider to the Employer under the Contract. The Employer shall notify the Service

Provider in writing of any invoice query, disputed amount, Service Payment Reduction, or intended withholding or set-off within ten (10) Business Days following receipt of the invoice and all supporting documentation required under Clause 10.2.

10.5 The Employer shall pay any undisputed balance of an invoice in accordance with clause 10.3. The Service Provider shall provide any reasonable information or evidence requested to resolve an invoice query promptly and, in any event, within five (5) Business Days of the Employer's request.

10.6 Unless the Employer receives satisfactory evidence of a lawful exemption, payments to a Service Provider which is not resident for Montserrat tax purposes shall be subject to any withholding tax required by applicable Montserrat tax legislation. The Employer may deduct and remit that tax from payments made under the Contract.

10.7 For the avoidance of doubt, the Contract Price stated in the Contract Agreement and the "Total Cost for Contract Bid Submitted" in the Price Activity Schedule shall be the **gross amount payable under the Contract before deduction of any withholding tax required by law**. The Service Provider is responsible for determining its own tax liabilities and shall not be entitled to any increase in the Contract Price or additional payment because of any withholding-tax deduction required by law.

10.8 No payment by the Employer constitutes acceptance of the Services, a waiver of any Defect, breach or remedy, or a release of the Service Provider from any obligation under the Contract.

10.9 Any daily interest rate or late payment penalty formula set forth in the General Conditions of Contract (GCC) is hereby expressly disappplied and replaced in its entirety. Where the Employer fails to pay any certified and undisputed sum by the due date specified in Clause 10.3, simple interest shall accrue on that certified, undisputed sum at the rate of 3% per annum, calculated on a daily basis from the day immediately following the due date until the date of actual payment. No interest shall accrue or be payable on any disputed sum, withheld amount, or uncertified invoice.

## 11. Price Adjustment

11.1 The Contract Price and all rates stated in the Service Provider's tender, including the daily operational-support rate for any extension validly exercised under SCC clause 3, are fixed and firm for the Contract Period.

11.2 The Service Provider shall not be entitled to any increase in the Contract Price, additional payment or other financial adjustment for changes in fuel costs, lubricants, crew costs, agency costs, port charges, customs or immigration charges, exchange rates, insurance premiums, taxes, duties, regulatory compliance costs, vessel-maintenance costs or any other cost which the Service Provider was required to take into account when preparing its tender.

11.3 No adjustment to the Contract Price is permitted except:

- (a) a Service Payment Reduction or liquidated damages properly applied under SCC clause 12;
- (b) a withholding-tax deduction required by law under SCC clause 10; or
- (c) an amendment to the Contract which complies with GCC clause 3 and has received all approvals required by applicable GoM procurement procedures.

11.4 Nothing in this clause requires the Employer to agree to a variation, extension or additional payment.

## 12. Service Payment Reductions and Liquidated Damages

### 12.1 Service Payment Reduction for Non-Delivery

The monthly operational-support payment is payable in consideration of the delivery of the Scheduled Services. Where a Scheduled Sailing is not performed for a reason attributable to the Service Provider, the Employer may reduce the monthly operational-support payment by the amount calculated in accordance with clause 12.2.

### 12.2 Calculation of Service Payment Reduction

The Service Payment Reduction shall be calculated as follows:

Monthly operational-support payment ÷ total number of Scheduled Sailings for that month  
× number of Scheduled Sailings not performed for reasons attributable to the Service Provider.

A Service Payment Reduction is an adjustment for Services not delivered. It is not a liquidated-damages payment or a penalty.

### 12.3 Excluded Events

No Service Payment Reduction shall apply where a Scheduled Sailing is not performed solely because of:

- (a) Force Majeure under GCC clause 15;
- (b) an Adverse Weather Event;
- (c) port closure or restriction;
- (d) a bona fide safety decision of the Master, made in accordance with applicable maritime requirements and the vessel's certified operating limitations; or
- (e) an act or omission of the Employer or a competent public authority which is not attributable to the Service Provider.

The Service Provider bears the burden of providing the records and supporting evidence reasonably required by the Employer to establish that an Excluded Event applies.

### 12.4 Mechanical Breakdown and Service Continuity

Where mechanical breakdown, maintenance failure, absence of appropriately certificated crew, failure to maintain a required certificate or Regulatory Approval, or any other failure

attributable to the Service Provider results in a Scheduled Sailing not being performed, the Service Payment Reduction shall apply from the first Scheduled Sailing not performed.

Where the interruption continues for two consecutive days or more, the Service Provider shall immediately implement its approved Service Continuity Plan and provide the Employer with written details of the corrective and mitigation measures being taken, the expected period of interruption and the proposed arrangements for restoring the Services.

#### **12.5 Liquidated Damages for Failure to Commence**

GCC clause 35 shall not apply to an individual missed, delayed or cancelled Scheduled Sailing. Those matters are dealt with under clauses 12.1 to 12.4.

Where the Service Provider fails, for reasons attributable to it, to commence the Scheduled Services by the Start Date, the Employer may apply liquidated damages at the rate of 0.5% of the monthly operational-support payment for each calendar day of delay, up to a maximum of fifteen per cent (15%) of the monthly operational-support payment .

#### **12.6 No Double Recovery**

The Employer shall not impose more than one financial remedy in respect of the same Scheduled Sailing or the same period of non-performance. Accordingly, where a Service Payment Reduction has been applied for a Scheduled Sailing, no liquidated damages or lack-of-performance penalty under GCC clause 38 shall be applied for that same failure.

This clause does not limit the Employer's right to suspend the Services, terminate the Contract, recover any separate loss which is not compensated by the Service Payment Reduction or liquidated damages, or exercise any other right or remedy under the Contract or applicable law.

### **Quality Control**

#### **13. Identifying Defects**

13.1 For the purposes of GCC clauses 37 to 39, a Defect means any failure of the Services to comply with the performance, quality, safety, reporting, operational, environmental or other contractual requirements. A Defect does not include the non-delivery of a Scheduled Sailing, which is dealt with under SCC clause 12, except where the same matter also gives rise to a separate Defect.

13.2 The Contract Manager, supported where appropriate by the Montserrat Maritime Administration or another competent authority, may inspect, monitor and verify the Services and may conduct scheduled or unscheduled inspections at any reasonable time. The Service Provider shall provide all reasonable access, information, records and assistance required for that purpose.

13.3 Where the Employer identifies a Defect, it may give the Service Provider a written notice specifying:

- (a) the nature of the Defect;

(b) its actual or potential effect on the Services, passengers, crew, cargo, the public, the environment or GoM; and

(c) the period within which corrective action is required.

13.4 The Service Provider shall acknowledge a Defect notice and provide a written corrective-action plan within twenty-four (24) hours of receipt, or within such shorter period as the Employer reasonably specifies where the Defect affects safety, regulatory compliance, environmental protection or continuity of the Services. The Service Provider shall complete corrective action within the period specified in the notice.

13.5 Where a Safety-Critical Defect or other immediate safety, statutory, regulatory or environmental risk exists, the Employer may direct that the affected Service is not commenced or is suspended until the Defect has been corrected and, where applicable, the relevant authority confirms that the Service may lawfully and safely resume.

13.6 If the Service Provider fails to correct a Defect within the period specified by the Employer, the Employer may exercise its rights under GCC clauses 37 to 39 and SCC clause 14. Where appropriate, the Employer may also arrange for the Defect to be remedied by another person and recover the reasonable resulting costs from the Service Provider as a debt or by set-off against sums otherwise due under the Contract.

13.7 The lack-of-performance penalty under GCC clause 38 shall not apply where the same underlying failure has already resulted in a Service Payment Reduction under SCC clause 12. Nothing in this clause prevents the Employer from applying a remedy in respect of a separate Defect or separate loss .

#### **14. Escalation and Termination for Performance Failure**

14.1 A Service Payment Reduction under SCC clause 12, a Defect notice under SCC clause 13, or any corrective action taken by the Employer does not limit the Employer's rights under GCC clause 16 or any other right or remedy under the Contract.

14.2 Without limiting GCC clause 16, each of the following may constitute a material or persistent breach of the Contract:

- (a) repeated failure to perform Scheduled Sailings for reasons attributable to the Service Provider;
- (b) a prolonged interruption to the Services;
- (c) persistent failure to meet the performance, safety, reporting, operational or other requirements of the Contract;
- (d) failure to implement or comply with the approved Service Continuity Plan;
- (e) failure to correct a material Defect within the period specified by the Employer;
- (f) failure to maintain a required Regulatory Approval, certificate, insurance policy or appropriately certificated crew;
- (g) failure to mobilise the vessel by the Mobilisation Date or commence the Scheduled Services by the Start Date; or

- (h) any Safety-Critical Defect or other failure which creates an immediate risk to passengers, crew, cargo, the public, the environment or the lawful operation of the Services.

14.3 Where a failure is capable of remedy and does not present an immediate safety, statutory, regulatory or environmental risk, termination for performance failure shall be subject to the notice and remedy provisions in GCC clause 16(a).

14.4 Where an immediate safety, statutory, regulatory or environmental risk exists, the Employer may suspend the affected Services immediately under SCC clauses 7 or 13. The Employer may terminate the Contract under GCC clause 16 without allowing the full remedy period in GCC clause 16(a) where the failure is incapable of remedy, the Service Provider cannot lawfully continue the Services, or continued performance would expose GoM, passengers, crew, the public or the environment to an unacceptable risk.

14.5 Nothing in this clause requires the Employer or a competent authority to permit the continuation of the Services where there is an immediate safety, statutory, regulatory or environmental concern.

14.6 The Employer's suspension or termination rights are without prejudice to its right to apply a Service Payment Reduction, liquidated damages, set-off, recover a debt or other loss, or exercise any other right or remedy available under the Contract or applicable law, subject always to SCC clause 12.6

## 15. Suspension of Service

**15.1 Immediate Right of Suspension:** The Government of Montserrat (GoM) may immediately suspend the performance of the Services, in whole or in part, by written notice to the Service Provider where GoM determines, in its reasonable discretion, that an immediate safety, statutory, regulatory, vessel certification, or insurance risk exists.

**15.2 Legal Status and Effect of Suspension:** An immediate suspension issued under Clause 15.1 above serves strictly as a risk-mitigation and safety measure. The issuance of a suspension notice shall not:

- a) Constitute, or be deemed to constitute, a termination of the Contract;
- b) Operate as a waiver of any rights, claims, or remedies available to GoM under the Contract or applicable law; or
- c) Operate as an acceptance of defective, incomplete, or non-compliant performance.

**15.3 Mandatory Continuity Measures:** Where the suspension or service interruption is caused by or attributable to the Service Provider, GoM may direct the Service Provider to immediately deploy a substitute compliant vessel or implement alternative continuity measures approved by GoM at the Service Provider's sole cost.

**15.4 Recovery of Emergency Substitute Costs:** If GoM is forced to make emergency substitute arrangements (including engaging third-party vessel operators or alternative transport services) to maintain essential continuity during a suspension caused by the

Service Provider's default or breach, GoM retains the absolute right to recover all reasonable additional costs incurred. GoM may deduct such amounts from any payments due to the Service Provider or recover them as a debt.

## **16. Vessel Mobilisation, Presentation & Flag State Inspection**

16.1 The Service Provider shall present the vessel in St John's, Antigua for any Port State Control inspection required by the Antigua and Barbuda Department of Marine Services and Merchant Shipping before deployment of the vessel for the Services.

16.2 The Service Provider shall ensure that the vessel arrives at Little Bay, Montserrat by the Mobilisation Date for physical inspection, berthing approval and any other inspection or readiness activity required by the Montserrat Maritime Administration or another competent authority.

16.3 The Service Provider shall provide the Employer with reasonable advance notice of the proposed dates, times and locations for each required inspection and shall provide all documents, access, assistance and information required for the inspection.

16.4 The Service Provider shall promptly notify the Employer in writing of any inspection finding, deficiency, detention, restriction, condition, required remedial action or other matter which may affect the vessel's ability to commence or continue the Services.

16.5 Failure to present the vessel for a required inspection, to obtain a required Regulatory Approval, or to have the vessel at Little Bay by the Mobilisation Date shall be treated as a failure attributable to the Service Provider unless the Service Provider establishes that the failure resulted solely from an Excluded Event under SCC clause 12.3.

16.6 Nothing in this clause requires the Employer to permit the vessel to commence or continue the Services unless the Employer and all relevant authorities are satisfied that the vessel may lawfully and safely do so.

## **17. Revenue Retention & Commercial Tariff Management**

17.1 Subject to this clause, the Service Provider may collect and retain all passenger fares and cargo-freight revenue received in respect of the Services.

17.2 The passenger fares charged by the Service Provider shall not exceed the applicable maximum fares stated in the ITT and shall remain consistent with the tariff schedule submitted in the Service Provider's tender and accepted by the Employer.

17.3 The Service Provider shall not introduce, increase, alter, discount or otherwise vary any passenger fare, passenger-fare category, cargo-freight rate, baggage charge, booking charge, cancellation charge, refund charge or other charge payable by a passenger or cargo customer without the Employer's prior written approval.

17.4 A request for approval under clause 16.3 shall:

- (a) be submitted in writing;

- (b) identify the proposed charge or change, the route or service to which it relates, and the date on which it is proposed to take effect;
- (c) explain the reason for the proposed change and provide any supporting information reasonably requested by the Employer; and
- (d) not take effect unless and until the Employer has given written approval.

17.5 The Service Provider shall display all approved passenger fares and charges clearly to passengers before booking and shall provide the Employer, on request, with records of fares charged, cargo-freight revenue, passenger numbers, bookings, refunds, complaints and other information reasonably required to monitor compliance with this clause.

17.6 A breach of this clause is a Defect for the purposes of SCC clause 13 and may give rise to a Service Payment Reduction, set-off, recovery of any amount improperly charged or retained, and/or termination where the breach is material or persistent.

### **18. Lifeline & Emergency Medical Support**

18.1 The Service Provider shall maintain a designated emergency contact arrangement, available twenty-four (24) hours a day, for communication with the Access Division concerning emergency medical evacuation or other urgent lifeline-support requests.

18.2 The Service Provider shall notify the Employer without delay if it becomes aware of an emergency request or circumstance that may require a departure from the scheduled Services.

18.3 The Service Provider shall provide emergency medical evacuation or other lifeline support only where:

- (a) the Employer has issued a written instruction or, in an emergency, a verbal instruction which is confirmed in writing as soon as reasonably practicable;
- (b) the vessel is available and capable of providing the requested support;
- (c) the support can be provided safely, having regard to weather and sea conditions, the vessel's certified operating limitations, applicable maritime requirements and the Master's overriding authority;
- (d) all necessary port, immigration, customs, medical and other Regulatory Approvals can be obtained; and
- (e) the support does not prevent, delay or materially prejudice the safe delivery of the Scheduled Services, unless the Employer expressly directs otherwise in writing.

18.4 Unless the Employer expressly agrees otherwise in writing before the service is undertaken, emergency medical evacuation and lifeline support provided under this clause is included within the Contract Price and does not give rise to any additional payment, variation or extension of time.

18.5 The Service Provider shall keep and provide to the Employer a written record of each request under this clause, including the request, authorisation, operational decision, route, timing, passengers carried, any disruption to Scheduled Services and any safety or

regulatory issue arising.

## **Amendments and Variations**

### **19. Designation of Contract Manager**

The designated Contract Manager for this Contract is the Access Division Coordinator. The Contract Manager shall be responsible for the day-to-day administration and management of the Contract.

### **20. Procedure for Variations and Amendments**

20.1 Where a variation or modification to the Contract terms, scope, or price becomes necessary, the Service Provider together with the Contract Manager (Access Division Coordinator) shall prepare the proposed variation request, including all required supporting technical documentation, cost estimates, and justifications.

20.2 Pursuant to Regulation 59(2)(e) of the Public Procurement Regulations 2025, the Contract Manager shall obtain the required prior written approval before issuing any variation or agreeing to any change in contract price or material terms:

- a) Accounting Officer: For any variation that does not exceed a 10% increase in the original Contract Value and does not exceed XCD 15,000.
- b) Departmental Procurement Committee (DPC): For any variation increasing the contract value by more than 10% or XCD 15,000, where the revised total contract value remains below XCD 200,000.
- c) Public Procurement Board (PPB): For any variation increasing the contract value by more than 10% or XCD 15,000, where the revised total contract value is XCD 200,000 or higher.

20.3 Execution Formality: Following receipt of written statutory approval, the variation shall be formally issued by the Contract Manager, put in writing, dated, explicitly reference this Contract, and be signed by the authorised representatives of both parties in accordance with GCC Clause 3. Any variation issued without prior written approval from the designated statutory authority shall be null, void, and without legal effect.

## **Assignment and Subcontracting**

To supplement and amend the GCC Clauses 4 and 5 as follows:

### **21. New or Replacement Subcontractors**

21.1 No new or replacement subcontractor shall perform any part of the Services without the prior written approval of the Government of Montserrat (GoM).

21.2 Any attempt to engage or replace a subcontractor without prior written consent shall constitute a material breach of this Contract.

21.3 GoM reserves the unreserved right to withhold approval of any proposed subcontractor where the subcontractor fails to demonstrate, to GoM's sole satisfaction, full compliance with all eligibility, safety, insurance, flag-state or class certification, or operational experience requirements applicable to its designated role.

21.4 Written approval of a subcontractor by GoM shall be strictly limited to the specific subcontracted activity and shall not:

- a) Constitute approval of a substitute vessel;
- b) Constitute approval of substitute Key Personnel; or
- c) Amount to or justify any reduction in the scope, quality, or standards of the Services.

**21.5 Removal Rights for Risk Mitigation:** GoM may, at its sole discretion and at any time, direct the Service Provider to immediately remove and replace any subcontractor whose continued engagement presents, or is reasonably deemed to present, a safety, regulatory, integrity, or performance risk. The Service Provider shall bear all costs associated with such removal and replacement without entitlement to an extension of time or adjustment in contract price.

**21.6 Service Provider Full Liability:** Notwithstanding any consent or approval given by GoM under GCC Clauses 4 or 5, the Service Provider shall remain fully liable and accountable for each act, omission, default, negligence, or breach of contract by every subcontractor, its agents, employees, or vessel crew, to the same extent as if such act, omission, default, or breach were committed directly by the Service Provider. Approval of a subcontract shall not relieve or discharge the Service Provider from any of its contractual or statutory duties or liabilities.

## Dispute Resolution

### 22. Exclusive Jurisdiction

The parties irrevocably agree that the courts comprised in the Eastern Caribbean Supreme Court (ECSC) sitting in Montserrat shall have exclusive jurisdiction to hear, settle, and determine any dispute, claim, suit, or proceeding arising out of or in connection with this Contract.

### 23. Urgent Injunctive and Interim Relief

Nothing in GCC Clause 40 shall restrict, delay, or prevent the Government of Montserrat (GoM) from initiating court proceedings in the ECSC sitting in Montserrat at any time to seek urgent injunctive, protective, or other emergency interim relief. GoM may seek such relief without first commencing or completing the mutual consultation or mediation procedures.

### 24. Reservation of Statutory and Contractual Enforcement Rights

The initiation or pendency of mediation or dispute resolution proceedings shall not restrict, impair, or prejudice GoM's statutory or contractual rights to:

- a) Suspend the Services in whole or in part;
- b) Exercise any safety, regulatory, or operational intervention rights;
- c) Exercise any payment withholding or set-off rights; or
- d) Exercise any right of contract termination under the Contract or applicable law.

## 25. Continuation of Undisputed Obligations & Master's Authority

During any dispute resolution procedure, the Service Provider shall strictly continue to perform all undisputed contractual obligations without interruption or delay. This obligation to continue performance is at all times subject to:

- a) The Master's overriding statutory and maritime safety authority regarding the safety of the vessel, crew, passengers, cargo, and navigation; and
- b) Compliance with all lawful regulatory directions issued by relevant maritime and port authorities.

## Relief Events, Excusable Disruptions, and Default

Clause 15 of the GCC Section 5 is amended and supplemented to establish a three-tiered framework categorizing non-performance events and to set mandatory evidence standards:

## 26. Categorization of Non-Performance Events

**26.1 Category 1-Force Majeure:** An event constituting Force Majeure under GCC Clause 15 shall relieve a party of liability only where performance is strictly prevented despite the Service Provider taking all reasonable mitigation measures and alternative arrangements.

**26.2 Category 2-Excused Individual Sailing Disruption:** An individual sailing that is cancelled, delayed, or interrupted shall be classified as an Excused Individual Sailing Disruption where caused directly by:

- a) Documented adverse weather or sea conditions exceeding certified operational limits;
- b) Port closures or lawful regulatory restrictions imposed by competent authorities; or
- c) A bona fide safety decision made by the Master acting within their overriding safety authority.

An Excused Individual Sailing Disruption shall excuse the specific sailing and shall not trigger contractual penalties or a payment reduction for that individual sailing.

## 26.3 Category 3: Service Provider Default (Unexcused Non-Performance):

The following circumstances shall constitute a Service Provider Default and shall not be excused under Force Majeure or as an Excused Disruption:

- a) Mechanical, structural, or equipment failure resulting from inadequate, improper, or deferred maintenance;
- b) Insufficient crew, uncertified crew, or failure to meet flag-state/safe manning requirements;
- c) Lapsed, suspended, or invalid vessel certificates, class documentation, or insurance policies;
- d) Failure to mobilize, failure to deploy, or lack of contractually required contingency arrangements; or
- e) Operation of the vessel outside its declared statutory or technical operational capabilities.

### **27. Independent Expert Determination for Maintenance Failure**

Where a dispute arises as to whether a mechanical or equipment failure was caused by inadequate maintenance (clause 26.3 SCC) versus an unpreventable event:

- a) The question shall be referred for binding determination to an independent marine surveyor or technical expert mutually agreed upon by the parties, or, failing agreement within 7 days, appointed by the Montserrat Port Authority (MPA)
- b) The costs of the expert shall be borne by the losing party.

### **28. Immediate Notice, Contemporaneous Records, and Proof**

No event under Category 1 or Category 2 shall excuse non-performance unless the Service Provider strictly complies with the following evidentiary conditions:

- a) Immediate Notice: The Service Provider must give written notice to the Government of Montserrat (GoM) immediately, and in no event later than two (2) hours following the occurrence or knowledge of the event.
- b) Contemporaneous Records: The Service Provider must maintain and submit verifiable contemporaneous records, including vessel logbooks, Master's coastal declarations, meteorological data, port authority notices or official regulatory orders.
- c) Burden of Proof: The burden of proving that an event falls under Category 1 or Category 2 lies solely on the Service Provider. Failure to provide satisfactory contemporaneous evidence shall cause the event to be classified as an unexcused Service Provider Default.

### **Performance Escalation, Suspension, and Termination**

To ensure operational continuity, maritime safety, the Clauses 16 is supplemented and amended under the Special Conditions of Contract (SCC) as follows:

## 7. Contract Forms

These forms will form part of any contract awarded.

### Contract Form 1: Contract Agreement

OP-08-120826

This Contract Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**Between:**

**The Government of Montserrat**, acting through the Office of the Premier (Access Division), Government Headquarters, Brades, Montserrat, MSR1110, and represented for the purposes of this Contract by the Permanent Secretary, Office of the Premier (**“the Employer”**);

and

[insert the full legal name of the successful tenderer], a company incorporated under the laws of [insert jurisdiction of incorporation] with its registered office at [insert registered address], represented by [insert name and title of authorised representative] (**“the Service Provider”**).

The Employer and the Service Provider are together referred to as the **“Parties”** and each as a **“Party”**.

**WHEREAS:**

**A.** The Employer requires the provision of operational-support passenger and cargo ferry services between Montserrat and Antigua as the primary route and between Montserrat and Nevis as the secondary route, for the Contract Period from **01/12/2026 to 31/05/2027**, in accordance with the Contract;

**B.** The Service Provider submitted a tender in response to Procurement Reference Number **OP-08-120826** and represented that it has the vessel, technical capability, certificated personnel, licences, insurance, Regulatory Approvals and operational capacity required to perform the Services in accordance with the Contract; and

**C.** Following completion of the applicable procurement, evaluation, approval and contract-award procedures, the Employer has accepted the Service Provider’s tender at the Contract Price.

**NOW, THEREFORE, the Parties agree as follows:**

#### 1. Performance of Services

The Service Provider shall provide the Services in accordance with the Contract, including the Schedule of Requirements, the GCC, the SCC and the Service Provider’s accepted tender. The Services comprise the scheduled passenger and cargo ferry services stated in the Contract and do not include an Optional Special Voyage unless that voyage is authorised in writing by the Employer in accordance with the Contract.

The Service Provider shall provide, operate, manage and maintain the vessel and all Personnel, equipment, insurance, certificates, Regulatory Approvals, agents, port arrangements and other resources necessary to perform the Services safely, lawfully and in accordance with the Contract.

## **2. Contract Price and Payment**

In consideration of the proper performance of the Services, and subject to the terms of the Contract, the Employer shall pay the Service Provider the total Contract Price of **USD \$[insert total evaluated bid price in figures] ([insert total evaluated bid price in words])** (the “**Contract Price**”).

The Contract Price is the gross amount stated in the accepted tender and includes all mobilisation, demobilisation, vessel-operation, crew, agency, port, berthing, customs, immigration, fuel, lubricants, insurance, maintenance, telecommunications, tax and other costs required for performance of the Services.

The Contract Price shall be paid in six (6) equal monthly lump-sum instalments in accordance with SCC clause 10, subject to any Service Payment Reduction, liquidated damages, withholding-tax deduction, set-off or other deduction properly made under the Contract or applicable law.

The Service Provider shall have no entitlement to additional payment except where the Contract expressly provides otherwise or the Employer has agreed a written amendment in accordance with GCC clause 3 and all applicable GoM procurement approval requirements.

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## **3. Priority and Order of Precedence**

**3.1** The following documents form part of this Contract. In the event of any inconsistency, ambiguity or discrepancy, they shall prevail in the following order:

- (a) this Contract Agreement, duly executed by the Parties;
- (b) the Employer’s Notice of Acceptance, provided that it does not vary the tendered terms and conditions of this Contract;
- (c) Section 6 — Special Conditions of Contract;
- (d) Section 5 — General Conditions of Contract;
- (e) Section 4 — Schedule of Requirements;
- (f) the Service Provider’s completed Form 8.7 — Price Activity Schedule & Financial Proposal, including any accepted tariff schedule and any authorised Optional Special Voyage rates;
- (g) the Service Provider’s completed Tender Submission Form;
- (h) the Service Provider’s Technical Tender, including its accepted Mobilisation Plan, Service Continuity Plan, crew-manning information and Health, Safety and Environmental Management Plan; and
- (i) the signed Supplier Code of Conduct and Labour Compliance Declaration.

**3.2** A document submitted by the Service Provider forms part of the Contract only to the extent that it has been accepted by the Employer and is consistent with the Contract. No qualification, reservation, term of business, additional charge, limitation of liability or other departure from the ITT is incorporated into the Contract unless it is expressly agreed by the Employer in a written amendment made in accordance with GCC clause 3 and all applicable GoM procurement approval requirements.

**3.3** For the avoidance of doubt, the Contract Agreement and Notice of Acceptance must not introduce a substantial change to the terms, conditions, scope, price, risk allocation or other material requirement contained in the ITT and the Service Provider's accepted tender.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Contract Agreement to be executed by their duly authorised representatives in accordance with the Laws of Montserrat on the date and year first written above.

**For and on behalf of the Government of Montserrat (Employer):**

Signature: \_\_\_\_\_

**Name:** Mrs Camile Thomas Gerald

**Title:** Permanent Secretary, Office of the Premier

**Date:** \_\_\_\_\_

**Witness signature:** \_\_\_\_\_

**Witness name:** \_\_\_\_\_

**For and on behalf of the Service Provider:**

Signature: \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Witness signature:** \_\_\_\_\_

**Witness name:** \_\_\_\_\_

## 8. Tender Forms

Tenderers must use these forms to prepare their tenders, in accordance with clause 10 of the Instructions to Tenderers.

The forms contain guidance notes on completion in *[black italics]*. All guidance notes should be deleted before submission of the tender.

## Form 8.1: Tender Submission Form

The Chairperson

Public Procurement Board

Ministry of Finance and Economic Management

Government Headquarters, Brades, Montserrat, MSR1110

Dear Sir/Madam,

We, the undersigned, offer to provide the Operational Support Passenger and Cargo Ferry Services under Procurement Reference Number **OP-08-120826**, including the scheduled services between Montserrat and Antigua and Montserrat and Nevis, in accordance with the ITT and the Contract documents.

We declare that:

1. We accept all terms, conditions, and requirements of the tender document without reservation.
2. We accept and comply with the Government of Montserrat's Supplier Code of Conduct and Labour Compliance requirements.
3. We confirm that we (including our directors, beneficial owners, key personnel, and proposed subcontractors) are not subject to any applicable sanctions, are not owned or controlled by a sanctioned entity, and will not violate any applicable sanctions in performing the contract.
4. We confirm that we have no conflict of interest in relation to this procurement process.
5. We, including any joint venture partners and subcontractors, meet all eligibility and qualification criteria listed in Section 3 of the tender document.
6. We are not participating in more than one tender in this procurement process.
7. We [have no subcontractors / will use the following subcontractors: [insert details of subcontractors and services supplied]].

The total price of our tender, being the gross Total Cost for Contract Bid Submitted for the six-month Contract Period, is:

USD \$\_\_\_\_\_ [in figures]

\_\_\_\_\_ [in words]

This tender price includes all costs of mobilisation, demobilisation, vessel operation, crewing, agency arrangements, port and berthing charges, customs and immigration charges, fuel, lubricants, insurance, maintenance, telecommunications, taxes and all other costs required to perform the Scheduled Services in accordance with the ITT. The

total tender price stated above must be identical to the Total Cost for Contract Bid Submitted in Form 8.7.

We acknowledge that any withholding tax required by applicable Montserrat law may be deducted and remitted by GoM from payments under the Contract.

8. Our quoted daily operational-support rate for any extension validly exercised by GoM under SCC clause 3 is:
9. USD \$\_\_\_\_\_ per day.

Our tender is valid for **ninety (90) calendar days** from the tender deadline.

We understand that you are not bound to accept the lowest or any tender you receive.

We understand that the Employer's Notice of Acceptance, issued in accordance with the ITT and applicable procurement procedures, constitutes acceptance of this tender and a binding contract between us. We further undertake to execute the Contract Agreement and complete all contractual requirements specified by the Employer within the period stated in the Notice of Acceptance.

## Form 8.2: Tender Submission Checklist

*[This form provides a checklist for preparation of your tender. Complete it and include it as part of your tender. Please include the forms in the order listed below to facilitate evaluation.]*

*This checklist is intended to assist you to prepare and submit a compliant tender, but does not form a material part of the tender.*

*This checklist is provided to assist tenderers to prepare and submit a compliant tender. It does not replace the requirements of the ITT, including the mandatory requirements and evaluation criteria in Section 3.]*

The absence of a document will be treated in accordance with Section 3. In particular, the absence of a completed and signed Tender Submission Form, Technical Tender, Price Activity Schedule or Tender Securing Declaration will result in rejection of the tender. Other missing administrative documents or information may be requested by written clarification only where this is permitted by the ITT and applicable procurement procedures.

|                              |  |
|------------------------------|--|
| Name of tenderer             |  |
| Procurement reference number |  |

### Have you completed the following forms or documents?

| Stage      | Required Document or Submission Form                                                                                    | Included?<br>(Tick)      |
|------------|-------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <b>1.0</b> | <b>Administrative &amp; Statutory Compliance</b>                                                                        |                          |
| 1.1        | Tender Submission Form (Form 8.1) — duly completed and signed                                                           | <input type="checkbox"/> |
| 1.2        | Tender Checklist (Form 8.2) — this completed checklist                                                                  | <input type="checkbox"/> |
| 1.3        | Tenderer Information Form (Form 8.3) with Certificate of Incorporation                                                  | <input type="checkbox"/> |
| 1.4        | Joint Venture Information Form (Form 8.6) and Joint Venture Agreement or formal Letter of Intent, if applicable         | <input type="checkbox"/> |
| 1.5        | Power of Attorney / Written Authorisation to sign the tender                                                            | <input type="checkbox"/> |
| 1.6        | Valid Tax Compliance Certificate (TCC) from MCRC (local) or tax proof (overseas)                                        | <input type="checkbox"/> |
| 1.7        | Signed Supplier Code of Conduct Declaration (Form 8.4)                                                                  | <input type="checkbox"/> |
| 1.8        | Signed Labour Compliance Declaration (Form 8.5)                                                                         | <input type="checkbox"/> |
| 1.9        | Signed Tender Securing Declaration (Form 8.15)                                                                          | <input type="checkbox"/> |
|            |                                                                                                                         |                          |
| <b>2.0</b> | <b>Eligibility &amp; Qualification Compliance</b>                                                                       |                          |
| 2.1        | Audited Financial Statements / Balance Sheets for the last three (3) years (proving average turnover ≥ USD \$500,000\$) | <input type="checkbox"/> |
| 2.2        | Annual Services Turnover Form (Form 8.12)                                                                               | <input type="checkbox"/> |



| Stage      | Required Document or Submission Form                                                                                                                    | Included?<br>(Tick)      |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 2.3        | Completed Contracts of Similar Nature Form (Form 8.13) with reference letters / proof of $\geq 3$ years ferry management experience                     | <input type="checkbox"/> |
| 2.4        | Current Contract Commitments Form (Form 8.14)                                                                                                           | <input type="checkbox"/> |
| <b>3.0</b> | <b>Mandatory Service Delivery Resources &amp; Maritime Certificates</b>                                                                                 |                          |
| 3.1        | Certificate of Ship Registry & Official Class Certificate (confirming LOA 27 m - 40 m, $\geq 100$ passengers, 2 diesel engines, speed $\geq 18$ knots)  | <input type="checkbox"/> |
| 3.2        | International Tonnage Certificate (1969)                                                                                                                | <input type="checkbox"/> |
| 3.3        | International Load Line Certificate                                                                                                                     | <input type="checkbox"/> |
| 3.4        | Passenger Ship Safety Certificate (PSSC) / High-Speed Craft Safety Certificate                                                                          | <input type="checkbox"/> |
| 3.5        | International Ship Security Certificate (ISSC / ISPS Code)                                                                                              | <input type="checkbox"/> |
| 3.6        | Safety Management Certificate (SMC) & Document of Compliance (DOC)                                                                                      | <input type="checkbox"/> |
| 3.7        | Engine Air Pollution (EIAPP) & Sewage Pollution Prevention Certificates                                                                                 | <input type="checkbox"/> |
| 3.8        | Dangerous Goods (DG) Carriage Certificate                                                                                                               | <input type="checkbox"/> |
| 3.9        | Valid Proof of Marine Insurance Cover (Hull & Machinery, P&I, Passenger, Crew/Employer, Cargo, Bunkers/Pollution, Wreck Removal, Third-Party Liability) | <input type="checkbox"/> |
| 3.10       | Latest Dry-Docking Pass Certificate & Recognized Organization Survey Report                                                                             | <input type="checkbox"/> |
| 3.11       | Safe Manning Certificate & Individual Crew STCW 95 Valid Certifications                                                                                 | <input type="checkbox"/> |
| 3.12       | MMA / ADOMS Inspection Written Confirmation of Availability for Pre-commencement Inspection                                                             | <input type="checkbox"/> |
| 3.13       | Written Confirmation & Certified Limits for Seakeeping Performance ( $\geq 2.0$ m Significant Wave Height $H_8$ )                                       | <input type="checkbox"/> |
| 3.14       | Written Confirmation of Seating & Cabin Arrangements (Enclosed, 1 seat/passenger, AC/ventilation, emergency lighting)                                   | <input type="checkbox"/> |
| 3.15       | Completed Vessel Statutory Data Schedule (Form 8.8) with supporting vessel evidence                                                                     | <input type="checkbox"/> |
| <b>4.0</b> | <b>Technical Tender Submission</b>                                                                                                                      |                          |
| 4.1        | Technical Tender / Method Statement (Operational & Mobilisation Plan)                                                                                   | <input type="checkbox"/> |
| 4.2        | Service Continuity & Severe Weather Contingency Plan                                                                                                    | <input type="checkbox"/> |
| 4.3        | Passenger Comfort & Accessibility Plan for Persons with Reduced Mobility (PRM)                                                                          | <input type="checkbox"/> |
| 4.4        | Safety, Quality & Environmental Management Plan (ISM Code & MARPOL 73/78)                                                                               | <input type="checkbox"/> |
| 4.5        | Proposed Key Personnel Form (Form 8.9A) and Relevant Maritime Work Experience Form (Form 8.9B), with STCW 95 CVs and Designated Person Ashore details   | <input type="checkbox"/> |
| 4.6        | Completed Personnel Data Sheets (Form 8.10) for all key personnel roles                                                                                 | <input type="checkbox"/> |

| Stage      | Required Document or Submission Form                                                                           | Included?<br>(Tick)      |
|------------|----------------------------------------------------------------------------------------------------------------|--------------------------|
| 4.7        | Equipment, Machinery & Navigational Systems Form (Form 8.11)                                                   | <input type="checkbox"/> |
| 4.8        | Maintenance, Spare Parts & Defect Reporting System Plan                                                        | <input type="checkbox"/> |
| 4.9        | Port, Stakeholder & Border-Control Coordination Protocols (Customs, Immigration, Port Agents)                  | <input type="checkbox"/> |
| 4.10       | Reporting, KPIs & Contract Management System Outline                                                           | <input type="checkbox"/> |
|            |                                                                                                                |                          |
| <b>5.0</b> | <b>Financial Proposal</b>                                                                                      | <input type="checkbox"/> |
| 5.1        | Price Activity Schedule (Form 8.7) — Table 1: Detailed Operating Expense Breakdown (Fixed 6-Month GoM Support) | <input type="checkbox"/> |
| 5.2        | Detailed Cost Breakdown of Mobilisation, Demobilisation, and Applicable Taxes                                  | <input type="checkbox"/> |
| 5.3        | Quoted Daily Operational Support Rate for Potential Contract Extensions                                        | <input type="checkbox"/> |
| 5.4        | Proposed Passenger & Cargo Tariff Schedule (Form 8.7) — Table 2 (Retained Commercial Revenue Schedule)         | <input type="checkbox"/> |
|            |                                                                                                                |                          |
| <b>6.0</b> | <b>Verification Confirmation Checks</b>                                                                        |                          |
| 6.1        | Has an authorised person signed the Tender Submission Form and Price Activity Schedule?                        | <input type="checkbox"/> |
| 6.2        | Have you included the authorisation to sign (Power of Attorney / Board Resolution)?                            | <input type="checkbox"/> |
| 6.3        | Have you included a signed Tender Securing Declaration?                                                        | <input type="checkbox"/> |
| 6.4        | Is the tender validity confirmed for ninety (90) calendar days from the deadline?                              | <input type="checkbox"/> |
| 6.5        | Are prices quoted strictly in United States Dollars (USD)?                                                     | <input type="checkbox"/> |

## Form 8.3: Tenderer Information Form

*[Complete this form and include it as part of your tender.]*

*Tenderers included on the Government Procurement Services register of suppliers should state their supplier registration number. Registration may be relied upon only to the extent permitted by the ITT and does not remove the requirement to provide current tender-specific information, declarations, Tax Compliance Certificate or other evidence required by Section 3 and the Tender Data Sheet.*

*Where the tenderer is a joint venture, this form must be completed for each partner to the joint venture and the Joint Venture Information Form must also be included as part of your tender.]*

| For all tenderers                                                                                             | Tenderer Details                  |
|---------------------------------------------------------------------------------------------------------------|-----------------------------------|
| Legal Business Name of Tenderer:                                                                              |                                   |
| Government Procurement Services supplier registration number, if applicable                                   |                                   |
| In case of Joint Venture, legal name of each partner:                                                         |                                   |
| Country of Corporate Registration:                                                                            |                                   |
| Year of Corporate Establishment:                                                                              |                                   |
| Legally Registered Corporate Address:                                                                         |                                   |
| Corporate Website Address:                                                                                    |                                   |
| Authorised Representative Name & Title:                                                                       |                                   |
| Telephone / Mobile Number:                                                                                    |                                   |
| Official Email Address for Notices:                                                                           |                                   |
| Local Agent / Representative in Montserrat (if non-resident):                                                 |                                   |
| Local Agent / Representative contact details, including physical address, telephone number and email address: |                                   |
| <b>Mandatory Attachments to this Form:</b>                                                                    |                                   |
| Certificate of Incorporation or equivalent                                                                    | Attached <input type="checkbox"/> |



|                                                 |                                   |
|-------------------------------------------------|-----------------------------------|
| Supplier Code of Conduct Declaration (Form 8.4) | Attached <input type="checkbox"/> |
| Labour Compliance Declaration (Form 8.5)        | Attached <input type="checkbox"/> |

## Form 8.4: Supplier Code of Conduct

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

*All tenderers, including suppliers registered with Government Procurement Services, must complete and sign this form. Supplier registration does not replace this tender-specific declaration.]*

We understand that the Government of Montserrat (GOM) expects the highest standards of integrity and professionalism from suppliers, contractors, consultants, service providers, public officers and any subcontractors, agents, intermediaries or personnel involved in public procurement or the execution of government contracts.

We hereby declare that we, including any subcontractors, agents or staff, shall:

- not engage in, attempt, or abet any prohibited practices, as defined in the Public Procurement Act 2025 (including offences under Part 6 of the Penal Code (Cap. 4.02), including fraudulent, collusive, coercive or obstructive practices, whether directly or indirectly, including through third parties;
- not offer, promise, give, request, agree to receive or accept any bribe, kickback, facilitation payment, improper gift, hospitality, donation or other advantage intended to influence (or that could reasonably be perceived as influencing) any procurement decision, evaluation outcome, contract award, payment, inspection, certification or contract administration action;
- respect and abide by all laws and regulations in force in Montserrat;
- meet all applicable tax and statutory obligations and provide valid evidence where required;
- where we employ labour in connection with a contract, comply with Montserrat labour laws, including requirements relating to: prohibition of forced labour; protection of children and young persons; non-discrimination; and occupational health and safety;
- take reasonable steps to prevent harassment, bullying and unsafe working conditions for personnel engaged on the contract;
- act at all times with due care, efficiency and diligence and the highest standards of integrity and professional practice;
- disclose any actual, potential or perceived conflict of interest that arises in relation to any procurement process or contract and, where a conflict exists, comply with GOM directions to avoid, mitigate or manage it, including withdrawal where required;

- act with transparency and truthfulness when submitting and/or completing all statements, declarations, invoices, claims, certifications, and supporting documentation; and not misrepresent or conceal information;
- compete fairly and independently;
- not coordinate tenders, prices, tender rotation, market allocation or any other collusive arrangement with any competitor or other party, nor otherwise deprive GOM of the benefits of free and open competition;
- not attempt to obtain confidential information from GOM or to influence a procurement process;
- treat any communication with GOM in respect of a procurement process or execution of a contract as confidential;
- keep confidential all documents, data or other information provided by GOM in connection with a procurement process or contract, unless their disclosure is required by law; and
- cooperate fully with any lawful request for information, inspection, audit, review or investigation by GOM, its authorised representatives or competent authorities;
- not obstruct, delay, intimidate, retaliate against or otherwise interfere with any investigation, audit or the exercise of lawful access, inspection, or audit rights.

We understand that a breach of this Code of Conduct for Suppliers may result in rejection of our tender, termination of any resulting Contract, referral to the relevant law-enforcement or regulatory authority, and/or the initiation of debarment proceedings in accordance with the Public Procurement Act 2025 and the Public Procurement Regulations 2025.

Where we become aware of any suspected prohibited practice, conflict of interest, fraud, corruption, collusion, coercion, obstruction or other serious misconduct related to a procurement process or contract, we shall report it promptly to GOM through the channels stated in the tender documents or contract. We shall not retaliate against any person who, in good faith, reports a concern or participates in an investigation.

We confirm that we have read and understood this Code of Conduct for Suppliers and will fully comply with the code at all times.

|                                  |  |
|----------------------------------|--|
| Signature                        |  |
| Name of authorised signatory     |  |
| Position of authorised signatory |  |
| Name of tenderer                 |  |
| Date signed                      |  |

## Form 8.5: Labour Compliance Declaration for Suppliers

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

*All tenderers, including suppliers registered with Government Procurement Services, must complete and sign this form. Supplier registration does not replace this tender-specific declaration.]*

We understand that the Government of Montserrat (GOM) promotes the principles and standards enshrined in the decent work agenda of the International Labour Organisation, including basic minimum conditions of work and respect for the fundamental principles of human rights and social justice.

We further understand that GOM implements and enforces legislation in keeping with international labour standards and best practices for the benefit of the community, employers and workers, while promoting a safe, healthy and harmonious environment.

We hereby declare that we, including any subcontractors, agents or staff, shall comply with the Montserrat Labour Code, 2012, Immigration Act and subsidiary regulations. This includes, but shall not be limited to:

- ensuring equality of treatment in employment;
- providing safe working conditions and all necessary protective equipment and training;
- ensuring compliance with applicable requirements relating to minimum wage, working hours and leave entitlements;
- ensuring compliance with all applicable immigration requirements, such as visas and work permits, for expatriate staff;
- ensuring compliance with all applicable requirements relating to tax and social security contributions;
- ensuring that no person is required to perform forced labour;
- ensuring the protection of children and young persons;
- cooperating fully with the Labour Commissioner with regard to any investigation or procedure for the settlement of disputes.

We further confirm that we shall ensure that each Subcontractor, agent and member of staff engaged in the performance of the Services complies with the requirements of this declaration. On request, we shall provide GoM with such records and evidence of compliance

as GoM may reasonably require, including evidence relating to work permits, employment status, statutory contributions, health and safety training and working conditions.

|                                  |  |
|----------------------------------|--|
| Signature                        |  |
| Name of authorised signatory     |  |
| Position of authorised signatory |  |
| Name of supplier                 |  |
| Date signed                      |  |

## Form 8.6: Joint Venture Information Form

*[Complete this form and include it as part of your tender, **only if the tenderer is a joint venture.**]*

|                                                                                                                              |                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| Name of tenderer/joint venture                                                                                               |                                                                                              |
| List the names of All Partner Companies in the joint venture (JV):                                                           | 1. _____<br>2. _____<br>3. _____<br>4. _____<br>5. _____<br>6. _____<br>7. _____<br>8. _____ |
| Has the joint venture already been legally established?                                                                      | Yes <input type="checkbox"/> No <input type="checkbox"/>                                     |
| If yes, date of establishment                                                                                                |                                                                                              |
| Lead / Authorised Partner in Charge:                                                                                         |                                                                                              |
| Name of representative authorised to legally bind the joint venture during the tendering process and contract implementation |                                                                                              |
| Name & Title of Lead JV Representative:                                                                                      |                                                                                              |
| Telephone number, Address & Email of JV of authorised lead representative                                                    |                                                                                              |
| <b>Mandatory JV Attachments:</b>                                                                                             |                                                                                              |

|                                                                                                                                              |                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| Copy of legally established Joint Venture Agreement, OR formal Letters of Intent to form a JV signed by authorized officers of all partners. | Attached <input type="checkbox"/> |
| Corporate profile of each partner describing respective technical, operational, and financial responsibilities                               | Attached <input type="checkbox"/> |

### Joint Venture Confirmation

We confirm that:

- (a) each member of the Joint Venture is jointly and severally liable to GoM for all obligations, liabilities and responsibilities arising from the tender and any resulting Contract;
- (b) the Lead / Authorised Partner in Charge identified in this form is authorised to bind each member of the Joint Venture during the tender process, contract award, contract execution and performance of the Contract;
- (c) no change may be made to the membership, constitution, lead partner, allocation of responsibilities or other material arrangement of the Joint Venture without GoM's prior written approval; and
- (d) each member of the Joint Venture satisfies the eligibility, qualification, integrity, sanctions, tax-compliance and other requirements applicable under the ITT.

Name of Joint Venture: \_\_\_\_\_

Name and title of authorised signatory for each Joint Venture member:

Signature(s): \_\_\_\_\_

Date: \_\_\_\_\_

## Form 8.7: Price Activity Schedule & Financial Proposal

(This is the sole binding and evaluated Financial Proposal. The Evaluated Bid Price in Table 1 must equal the Tender Price stated in Form 8.1.)

**Currency:** All prices must be quoted strictly in **United States Dollars (USD)**.

### Table 1: 6-Month Ferry Service Operations Expense Breakdown

Tenderers must state all one-off and recurring costs required to deliver the scheduled ferry services from 1st December 2026 to 31st May 2027. The Evaluated Bid Price must include all ordinary costs required to perform the Services; no ordinary delivery cost may be omitted for separate recovery.

| Item No. | Operational Expense Category / Service Element                                                                        | Quoted Cost (USD) - One-off or Monthly, as applicable | Total Contract Cost (USD) |
|----------|-----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|---------------------------|
| 1.0      | Vessel Mobilisation & Demobilisation [ONE-OFF] (positioning to Little Bay and final demobilisation)                   | One-off:<br>\$ _____                                  | \$ _____                  |
| 2.0      | Vessel Operations, Crew, Passenger Service & Routine Maintenance (crew costs, readiness, maintenance and consumables) | Monthly:<br>\$ _____                                  | \$ _____                  |
| 3.0      | Marine Insurance, Statutory Certifications, Surveys, Port Agency & Handling Facilitation                              | Monthly:<br>\$ _____                                  | \$ _____                  |
| 4.0      | Port, Berthing, Docking & Quayside Fees (Montserrat, Antigua and Nevis)                                               | Monthly:<br>\$ _____                                  | \$ _____                  |
| 5.0      | Customs, Immigration & Border-Clearance / Overtime Fees                                                               | Monthly:<br>\$ _____                                  | \$ _____                  |
| 6.0      | Operational Fuel, Lubricants & Marine Consumables                                                                     | Monthly:<br>\$ _____                                  | \$ _____                  |
| 7.0      | Telecommunications, Safety, Environmental Compliance & Service-Continuity Resources                                   | Monthly:<br>\$ _____                                  |                           |



| Item No. | Operational Expense Category / Service Element                         | Quoted Cost (USD) - One-off or Monthly, as applicable | Total Contract Cost (USD) |
|----------|------------------------------------------------------------------------|-------------------------------------------------------|---------------------------|
| Subtotal | Subtotal - Total Contract Costs before Contingency and Withholding Tax | \$ _____                                              | USD<br>\$ _____           |
| 8.0      | Operations Contingency / Service-Continuity Allowance                  | Contract allowance:<br>\$ _____                       | \$ _____                  |
| 9.0      | Montserrat Withholding Tax (20% statutory deduction for non-residents) | As applicable:<br>\$ _____                            | \$ _____                  |
| Total    | TOTAL COST FOR CONTRACT BID SUBMITTED (Evaluated Bid Price)            | \$ _____                                              | \$ _____                  |

Quoted Daily operational support Extension Rate: USD \$ \_\_\_\_\_ / Day

**Table 2: Maximum Contractual Passenger Fare Schedule**

| Maximum Ticket Fare<br>From MNI to:<br><br>All Prices in USD | Single Sailing | Round Trip | Destination   |
|--------------------------------------------------------------|----------------|------------|---------------|
| Adult                                                        | \$ _____       | \$ _____   | Antigua (ANU) |
| Child                                                        | \$ _____       | \$ _____   | Antigua (ANU) |
| Group 10 or More                                             | \$ _____       | \$ _____   | Antigua (ANU) |
|                                                              |                |            |               |
| Adult                                                        | \$ _____       | \$ _____   | Nevis (NEV)   |
| Child                                                        | \$ _____       | \$ _____   | Nevis (NEV)   |
| Group 10 or More                                             | \$ _____       | \$ _____   | Nevis (NEV)   |
|                                                              |                |            |               |
| Adult                                                        | \$ _____       | \$ _____   | Day Tours     |
| Child                                                        | \$ _____       | \$ _____   | Day Tours     |
| Group 10 or More                                             | \$ _____       | \$ _____   | Day Tours     |

The fares quoted below are maximum contractual fare caps for the Contract Period and must not exceed the applicable maximum fares stated in Section 3. Passenger taxes are excluded where stated in the ITT.

**Table 3: Optional Special Voyage Price Schedule – Not Included in Evaluated Bid Price**

| <b>Optional Service</b> | <b>Proposed GoM Support per Round Trip, if any (USD)</b> | <b>Proposed Adult Return Fare</b> | <b>Child Return Fare</b> | <b>Estimated Journey Time</b> |
|-------------------------|----------------------------------------------------------|-----------------------------------|--------------------------|-------------------------------|
| MNI – Guadeloupe – MNI  |                                                          |                                   |                          |                               |
| MNI – St. Maarten – MNI |                                                          |                                   |                          |                               |

**IMPORTANT: Prices in this Optional Special Voyage Price Schedule are not included in the Evaluated Bid Price and will not be evaluated or scored. Any rate quoted and accepted by GoM shall be fixed, binding and all-inclusive for an Optional Special Voyage ordered by written call-off under Section 4.11 and the Contract. Submission of rates does not oblige GoM to order any Optional Special Voyage.**

Financial Proposal Certification: I certify that Tables 1–3 together constitute the Tenderer's complete Financial Proposal and that the Evaluated Bid Price in Table 1 matches Form 8.1.

Tenderer: \_\_\_\_\_

Name and title of authorised signatory: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

## Form 8.8 - Vessel Statutory Data Schedule

| Vessel Parameter                        | Tenderer's Proposed Vessel Specification                                                                                                                                                                                                                                               |
|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vessel Name & IMO / Official Number:    | _____                                                                                                                                                                                                                                                                                  |
| Vessel Type / Hull Configuration:       | _____                                                                                                                                                                                                                                                                                  |
| Year Built & Shipyard Location:         | _____                                                                                                                                                                                                                                                                                  |
| Flag State & Port of Registry:          | _____                                                                                                                                                                                                                                                                                  |
| Length Overall (LOA) & Beam:            | LOA: _____ m (Min 27m, Max 40m) Beam<br>_____ m<br><i>Unless technical evidence is presented demonstrating equivalent or superior seakeeping, passenger comfort, operating capability and service reliability for the intended open-sea routes and specified sea-state conditions.</i> |
| Maximum Draft:                          | _____ metres                                                                                                                                                                                                                                                                           |
| Service Cruising Speed & Max Speed:     | Service Speed under normal loaded operating conditions:<br>_____ knots; Supporting evidence reference:<br>_____ (Minimum 18 knots)                                                                                                                                                     |
| Main Engine(s) Make, Model & Power:     | _____                                                                                                                                                                                                                                                                                  |
| Active Ride Stabilisation System:       | _____                                                                                                                                                                                                                                                                                  |
| Certified Seated Passenger Capacity:    | _____ Passengers (Min 100)                                                                                                                                                                                                                                                             |
| Pallet Cargo Capacity & Refrig. Volume: | Dry: _____ Equivalent Pallets (+/- 7 pallets) Refrig:<br>_____ cu.ft.                                                                                                                                                                                                                  |
| Location for MMA Pre-Award Inspection:  | _____                                                                                                                                                                                                                                                                                  |

**Supporting Evidence:** Attach and reference the vessel registry/class, passenger-capacity, speed and other evidence required by Sections 3 and 4.

**Certification:** I certify that Form 8.8 and its supporting evidence are accurate and that the proposed vessel meets the mandatory ITT specifications, including LOA 27–40 m, at least 100 seated passengers and service speed of at least 18 knots. Cargo capacity remains subject to Section 4.

Name and title of authorised signatory: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Form 8.9A: Proposed Key Personnel

*[Complete this form and include it as part of your tender. Tenderers must list the certified maritime personnel assigned to this contract and attach a completed Form 8.10 Personnel Data Sheet for each nominated person. Each nominee must be available for the required Contract Period. Any proposed substitution after tender submission or during contract performance requires GoM's prior written approval and must be with personnel of equivalent or higher qualifications and experience.]*

### Key Personnel Schedule

| Item No. | Key Operational Position           | Nominated Personnel Name | STCW 95 Certificate Ref. & Expiry Date |
|----------|------------------------------------|--------------------------|----------------------------------------|
| 1        | Master / Captain                   |                          |                                        |
| 2        | Chief Mechanic / Engineer          |                          |                                        |
| 3        | First Mate / Watchkeeping Officer  |                          |                                        |
| 4        | Designated Person Ashore (DPA)     |                          |                                        |
| 5        | Lead Passenger / First Aid Officer |                          |                                        |

## Form 8.9B: Relevant Maritime Work Experience (Reverse Chronological Order)

| No | From (Date) | To (Date) | Employer / Vessel Name | Vessel Type & Route | Position Held & Scope of Responsibilities |
|----|-------------|-----------|------------------------|---------------------|-------------------------------------------|
| 1. | _____       | _____     | _____<br>_____         | _____<br>_____      | _____<br>_____                            |
| 2. | _____       | _____     | _____<br>_____         | _____<br>_____      | _____<br>_____                            |
| 3. | _____       | _____     | _____<br>_____         | _____<br>_____      | _____<br>_____                            |
| 4. | _____       | _____     | _____<br>_____         | _____<br>_____      | _____<br>_____                            |

### Declaration:

I, the undersigned, certify that to the best of my knowledge and belief, the information contained in this Form 8.9B correctly describes myself, my qualifications, and my experience.

I confirm that I am available throughout the expected time schedule for this position as provided in the Tender.

I understand that any misrepresentation or omission in this Form may:

- a) be taken into consideration during Tender evaluation;
- b) result in my disqualification from participating in the Tender;
- c) result in my dismissal from the Contract.

Name of Personnel: \_\_\_\_\_ *[insert name]* \_\_\_\_\_

Signature: \_\_\_\_\_

Date (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Tenderer:

Name of authorized representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

**NOTE**

***All titles of positions are listed in Section 4 (Schedule of Requirements).***

## Form 8.10: Personnel Data Sheet (PDS)

(Complete a separate PDS form for each key personnel role listed in Form 8.9A. Attach certified copies of all relevant identification, medical-fitness certificates, licences, STCW certificates and discharge books. Each nominee must confirm availability for the Contract Period and legal entitlement to work, or the ability to obtain any required work permit before deployment. Ensure this form is signed by the key personnel and the tenderer's authorised representative.)

| Category                                                  | Details / Candidate Information                                                                                                                      |
|-----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| Proposed Position:                                        | _____                                                                                                                                                |
| Full Legal Name:                                          | _____                                                                                                                                                |
| Known As (Preferred Name)                                 | _____                                                                                                                                                |
| Date & Place of Birth:                                    | DOB: _____ Place of Birth: _____                                                                                                                     |
| Nationality & Citizenship:                                | Nationality: _____<br>Citizenship: _____                                                                                                             |
| Identification Documents:<br>(Attach certified copies)    | Passport <input type="checkbox"/> Seafarer's Discharge Book <input type="checkbox"/> National ID <input type="checkbox"/><br>Document / ID No: _____ |
| Professional Qualifications:<br>(Attach certified copies) | 1. _____<br>2. _____<br>3. _____<br>Others: _____<br>_____<br>_____                                                                                  |
| Statutory STCW 95 Maritime Certificates:                  | 1. _____<br>2. _____                                                                                                                                 |
| Medical Fitness Certificate Expiry:                       | Expiry Date: _____                                                                                                                                   |
| English Language Fluency:                                 | Fluent Spoken & Written                                                                                                                              |



| Employer Information | Details                                                        |
|----------------------|----------------------------------------------------------------|
| Name of Employer     | _____                                                          |
| Address of Employer  | _____                                                          |
| Key Contact Person   | Name: _____ Title: _____                                       |
| Contact Numbers      | Telephone: _____ Fax: _____                                    |
| Electronic Contact   | Email: _____                                                   |
| Position & Tenure    | Current Job Title: _____<br>Years with Present Employer: _____ |

### Certification & Authorization

I confirm that the information provided above is true and complete to the best of my knowledge. I confirm that I hold the required current professional and statutory certifications, am medically fit for the proposed role, am available throughout the required Contract Period, and am legally entitled to work in the place(s) of performance or will obtain any required work authorisation before deployment. I consent to my nomination for the position indicated.

Name of Key person: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Name of authorized representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

## Form 8.11: Equipment, Machinery & Navigational Systems Form

Tenderers must confirm the availability, operational readiness and current certification or inspection status of all onboard systems required by Section 4.10. Tenderers must attach the supporting service record, inspection certificate, survey record, radio licence or other evidence identified in Section 4.10 and reasonably required to verify the information in this form.

| System Category   | Required Equipment Item           | Manufacturer & Model | Operational status — confirm available and operational | Inspection / Certification Date |
|-------------------|-----------------------------------|----------------------|--------------------------------------------------------|---------------------------------|
| Navigation        | Dual Marine Radar (X/S Band)      | <hr/> <hr/>          | <input type="checkbox"/>                               | <hr/>                           |
| Navigation        | Dual GPS Chart Plotters           | <hr/> <hr/>          | <input type="checkbox"/>                               | <hr/>                           |
| Navigation        | Class-A AIS Transponder           | <hr/> <hr/>          | <input type="checkbox"/>                               | <hr/>                           |
| Navigation        | Echo Sounder & Autopilot          | <hr/> <hr/>          | <input type="checkbox"/>                               | <hr/>                           |
| Communications    | Marine VHF/DSC (Fixed & Portable) | <hr/> <hr/>          | <input type="checkbox"/>                               | <hr/>                           |
| Communications    | Marine Satellite Phone System     | <hr/> <hr/>          | <input type="checkbox"/>                               | <hr/>                           |
| Life-Saving (LSA) | Inflatable SOLAS Life Rafts       | <hr/> <hr/>          | <input type="checkbox"/>                               | <hr/>                           |



|                   |                                       |       |                          |       |
|-------------------|---------------------------------------|-------|--------------------------|-------|
| Life-Saving (LSA) | Life Jackets (Adult & Child) + Lights | <hr/> | <input type="checkbox"/> | <hr/> |
| Life-Saving (LSA) | EPIRB (406 MHz) & SART Units          | <hr/> | <input type="checkbox"/> | <hr/> |
| Fire Suppression  | Engine Room Fixed Fire System         | <hr/> | <input type="checkbox"/> | <hr/> |
| Sanitation        | Marine Sanitation Device / Tanks      | <hr/> | <input type="checkbox"/> | <hr/> |

### Tenderer's certification

We certify that the equipment listed in this Form 8.11 is installed on, available for and operational on the vessel proposed for the Services, except where expressly stated otherwise in this form. We confirm that all required inspection, testing, maintenance and certification records have been provided with the tender or are identified in the relevant supporting-document reference.

Name of tenderer: \_\_\_\_\_

Authorised signatory: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Form 8.12: Annual Services Turnover

**[Complete this form and include it as part of your tender.]**

*The information supplied must show the Annual Services Turnover of the Tenderer, or each partner of a Joint Venture, for the three most recent financial years, based on certified payments received from clients for contracts in progress or completed and stated in USD.*

*The tenderer must demonstrate an average annual operating turnover of at least USD \$500,000, or equivalent, for the three financial years stated in Section 3. The turnover information must be supported by audited financial statements, balance sheets, certified financial extracts or other evidence accepted under the ITT.*

Where the tenderer is a Joint Venture, each Joint Venture member must complete a separate form. The combined turnover will be assessed in accordance with Section 3.

Tenderer or Joint Venture Partner: \_\_\_\_\_

| Annual Services Turnover Data for the Last Three Financial Years |                 |          |                  |
|------------------------------------------------------------------|-----------------|----------|------------------|
| Year                                                             | Turnover Amount | Currency | Total USD Amount |
|                                                                  |                 |          |                  |
|                                                                  |                 |          |                  |
|                                                                  |                 |          |                  |
| Average Annual Services Turnover                                 |                 |          |                  |

### Tenderer's certification

We certify that the turnover information in this form is true and complete and is supported by the financial evidence submitted with the tender.

Name of tenderer or Joint Venture member: \_\_\_\_\_

Authorised signatory: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Form 8.13: Completed Contracts

***[Complete one form per contract relied upon and include it in your tender.]***

Tenderers must provide sufficient information to demonstrate the comparable ferry, passenger-maritime and/or cargo-maritime experience required by Section 3, and must attach a reference letter, certificate of completion or other satisfactory evidence of completion and performance for each contract relied upon.

| Completed Contract of Similar Nature, Scale and Operational Complexity                                                                |                                                    |                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|---------------------------------------------------------------|
| Contract No _____ of _____                                                                                                            | Contract Identification (insert brief description) |                                                               |
| Award Date                                                                                                                            |                                                    | Completion Date                                               |
| Client / Contracting Authority:                                                                                                       |                                                    |                                                               |
| Client Contact Person (Name, Title, Email, Tel):                                                                                      |                                                    |                                                               |
| Total Contract Amount                                                                                                                 | \$                                                 |                                                               |
| Comparable Route & Operational Scope:                                                                                                 |                                                    |                                                               |
| Vessel Type & Capacity Used:                                                                                                          |                                                    |                                                               |
| Service-performance information, including reliability, safety record, material service interruptions and relevant corrective action: |                                                    |                                                               |
| If partner in a Joint Venture or Subcontractor, specify participation of total contract amount                                        | Percent of Total                                   | Amount                                                        |
| Evidence of Completion / Performance Attached:                                                                                        | Reference Letter<br><input type="checkbox"/>       | Certificate / Client Confirmation<br><input type="checkbox"/> |

## Form 8.14: Current Contract Commitments

*[Complete this form and include it as part of your tender]*

| # | Contract Title & Client Name | Client Contact Details | Scheduled Completion Date | Outstanding Contract Value | Remaining Contract Value (USD) | Remaining Contract Period in months |
|---|------------------------------|------------------------|---------------------------|----------------------------|--------------------------------|-------------------------------------|
| 1 |                              |                        |                           |                            |                                |                                     |
| 2 |                              |                        |                           |                            |                                |                                     |
| 3 |                              |                        |                           |                            |                                |                                     |
| 4 |                              |                        |                           |                            |                                |                                     |

### Tenderer's confirmation

We confirm that the contracts listed above are all material current commitments which may affect our capacity to perform the Services. We confirm that we have sufficient vessel, personnel, financial and operational resources to perform the Services from the Mobilisation Date and throughout the Contract Period.

Name of tenderer: \_\_\_\_\_

Authorised signatory: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Form 8.15: Tender Securing Declaration

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Date:

Procurement Reference Number: *OP-08-120826*

The Chairperson  
Public Procurement Board  
Ministry of Finance and Economic Management  
Government Headquarters  
Montserrat  
MSR1110

Dear Sir/Madam

We understand that tenders must be supported by a tender securing declaration, which is a binding commitment to maintain our original tender, including prices, during the tender validity period and, if our tender is successful, to enter into a contract with the Government of Montserrat (GOM) on the terms of our tender.

We accept that if we:

- withdraw our tender during the tender validity period specified in the Tender Submission Form; or
- refuse to sign or perform the Contract, having been notified of the acceptance of our tender by GOM during the tender validity period;

GOM may reject the tender, cancel any Notice of Acceptance and/or initiate debarment proceedings in accordance with the Public Procurement Act 2025 and the Public Procurement Regulations 2025, where the relevant statutory grounds are satisfied.

We understand this tender securing declaration shall expire if we are not the successful tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful tenderer; or (ii) after the expiry of the validity of our tender.

|                              |  |
|------------------------------|--|
| Signature                    |  |
| Name of authorised signatory |  |



|                                  |  |
|----------------------------------|--|
| Position of authorised signatory |  |
| Name of tenderer                 |  |
| Date signed                      |  |