

Government of Montserrat

Invitation to Tender

for the

**Participation in Framework Arrangement for
Montserrat Passenger Ferry Service**



November 2022

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1.0 INTRODUCTION

1.1 Purpose of This Document

This Invitation to Tender is supplied by the Government of Montserrat (GOM) to assist potential suppliers in the preparation and submission of Tenders in connection with the Participation in a Framework Agreement for Montserrat Ferry Services between Montserrat and Antigua. The information contained herein is confidential and must not be used for any purpose other than that connected with this process.

1.2 Disclaimer

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

1.3 Confidentiality

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

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

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

1.4 Communications

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

Name	Anne Thomas
Title	GoM, Senior Procurement Officer
Email	thomasa@gov.ms and copied to procurement@gov.ms

1.5 Participation

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

1.6 Authorities

The Authority concerned with this Tender is the Government of Montserrat. The procurement procedure will be managed in accordance with GOM's Procurement Regulations, a copy of which can be found at www.gov.ms

1.7 Contract Award

The Government of Montserrat will enter into a Framework Agreement pursuant to Section 25 of 2019 Montserrat Public Procurement regulations for a maximum duration of **eighteen (18) months**. All tenderers who fulfil the administrative requirements in this document will be placed under the Framework Agreement and Government of Montserrat will:

- a. procure services as and when needed by inviting price offers for a mini-competition among service providers (companies) that have entered into the framework agreement for price comparison and award of contracts.

1.8 Inclusion of Additional Service Providers

Government of Montserrat reserves the right to reopen the Framework Agreement periodically to add new Service Providers who meet the minimum administrative and technical requirements as stated in this ITT in the Framework Agreement.

2.0 INVITATION TO TENDER

2.1 Purpose of the ITT

- a. The Purpose of this ITT is to invite sealed tenders from eligible companies for the Provision of Passenger Ferry Transportation Services for the Government of Montserrat on an eighteen (18) month' Framework Arrangement.
- b. Bidders must provide a detailed proposal in their Tender Submission comprising all the documents requested under the Section 10 (Checklist) of this Tender document to the Government of Montserrat; only technically qualified bidders will be subsequently invited to submit Financial Proposals,
- c. Bidders should note that the operational details, service standards and other statements on service provision and legislative compliance made by the Bidder as part of their proposals will form a binding part of the final Contract for subsequent operation of the Services.

2.2 The Procurement Process

Project Details	Deliverables
Invitation to Tender for Framework Agreement for Montserrat Sea Transport Service	Date Published on Government of Montserrat Website and myTenders portal Friday, 18th November 2022
Contract Period	Framework for eighteen (18) months
Access to the ITT Suite of Documents	ITT can be downloaded from the Government of Montserrat website at https://tenders.gov.ms/ Electronic tender packs can be downloaded, completed and submitted via the myTenders Portal at https://www.mytenders.co.uk/ If you are intending to make an electronic submission to this tender, please register your interest on myTenders at the earliest opportunity. Please ensure that you allow sufficient time to upload your documents
Clarification deadline and contact details	Monday, 5th December 2022 Email: thomasa@gov.ms and cc procurement@gov.ms
ITT submission deadline	Wednesday, 21st December 2022 no later than 12:00 midday, (Eastern Caribbean time) 1600 hrs. UK time
Tender Submission address	The Chairperson Public Procurement Board, Ministry of Finance and Economic Management, Brades, Montserrat
Framework Inclusion – this is an indicative date and may be subject to change	January 2023

3.0 INSTRUCTIONS TO BIDDERS

Bidders should read these instructions carefully before completing the Bid and submitting a bid. Failure to comply with these requirements for completion and submission of a Bid may result in the rejection of the Bid. Bidders are advised therefore to acquaint themselves fully with all the provisions of this document.

3.1 This ITT

This ITT contains information for the Invitation of Bids for the Provision of Passenger Ferry Services between Montserrat and Antigua for the Government of Montserrat together with the Evaluation Criteria that will allow GOM to include the Bidder in the Framework Agreement.

Potential bidders are invited to tender for inclusion in the Framework Agreement for future Montserrat Passenger Ferry Services to operate between Montserrat and Antigua.

Please read instructions to bidders before completing your submission. Failure to follow instructions may result in your bid being deemed non-compliant and being rejected.

If you require any clarification, please write to Mrs. Anne Thomas, Senior Procurement Officer, Procurement Unit at thomasa@gov.ms and copied to procurement@gov.ms no later than **Monday, 5th December 2022**.

3.2 Included in this tender dossier are the following:

- 1) Introduction
- 2) Invitation to Tender
- 3) Instructions to Bidders
- 4) Guidance Notes
- 5) Description of Services
- 6) Evaluation of Bids
- 7) Respondent's Identification Details
- 8) Document Checklist
- 9) Anti Collusion Statement
- 10) Terms of Reference

3.3 Submitting a Tender (Bid)

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

3.3.1 Making an Electronic Submission

Electronic tender packs can be downloaded, completed and submitted via the myTenders Portal at <https://www.mytenders.co.uk/>

If you are intending to make an **electronic submission** to this tender, please register your interest on myTenders at the earliest opportunity. Please ensure that you allow sufficient time to upload your documents.

3.3.2 Submitting a hard copy of your Tender

Hard copies can be submitted by hand – Please follow the instructions set out below.

You will need a plain envelope for the Tender submission. You must follow these instructions, failure to do so may result in the bid being non-compliant and not considered any further.

Follow the steps written below:

- a. Put your document in a plain envelope
- b. Write the name of the Bidder (Tenderer, Supplier) on this envelope
- c. Write the name of the project and the address on the envelope as written below:

Invitation to Tender for Framework Agreement for Montserrat Passenger Ferry Services

- d. Submit the envelope to the address as indicated below

The Chairperson
Public Procurement Board
Ministry of Finance and Economic Management
P.O. Box 292
Brades
Montserrat, MSR1110

Failure to comply with this requirement will lead to your submission being deemed non-compliant and not considered any further.

Tenders are to be delivered to the address above by **12:00 midday Eastern Caribbean time, 1600 hrs UK time, on Wednesday, 21st December 2022.**

Tenderers will be given a receipt.

4.0 GUIDANCE NOTES

1. The Montserrat General Conditions of Contract will be adopted for any subsequent operating Contract. The contract document will be provided to shortlisted bidders under this Framework Agreement at the time of inviting price offers for a service.
2. To constitute a compliant Bid, Bidders must submit all the documents requested under the Tender Checklist on section 8.0 of this document. Failure to fully submit these documents may lead to bids being non-compliant and rejected.
3. Tenders must be returned in line with the instructions for submitting a Tender. **Late submissions will not be considered.**
4. Tenderers are to provide all documents or information requested as part of their tender submission. Bidders must obtain for themselves at their own expense all information necessary for the preparation of their Tender.
5. The Government of Montserrat has the right to accept and reject any tender offers.
6. Tenders must be completed in the English language.
7. In completing Tender submissions and/or requesting clarification, Bidders must refer to the numbering format/section as set out in the ITT.
8. Only tenderers that fulfill the requirements as stated in this document will be considered technically responsive and hence placed under the Framework Agreement.
9. Government of Montserrat reserves the right to reopen the Framework Agreement periodically to add new Service Providers who meet the minimum administrative and technical requirements as stated in this ITT in the Framework Agreement

5.0 DESCRIPTION OF SERVICES

Introduction

The Government of Montserrat intends to shortlist qualified Operators for the provision of Passenger and Cargo Ferry Services, on a needs basis, between Antigua and Montserrat to ensure efficient, timely and safe transport of people and goods. The Framework Agreement will be valid for a **period of eighteen (18) months**.

5.1 The Requirement

The requirement is for the provision of sea transport services for people traveling to and from Montserrat on routes and to a schedule to be agreed. Submissions should set out how the Tenderer intends to provide the Services to satisfy the requirements of the Government of Montserrat.

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

- i. Flexible, consistent and frequent travel options/choice;
- ii. Passengers/travellers to have the best possible experience whilst travelling to and from Montserrat;
- iii. Safe and comfortable travel, where health and safety are not compromised in any circumstance;
- iv. Collaborative and coordinated working with all key stakeholders. This will include the way information is shared and day to day communications;
- v. Vessel reliability;
- vi. The Ferry Services include lifeline support to the emergency services as required and the Operator will be expected to provide the emergency services with out of hours contact details for the purpose of providing this support.

In addition to the sailings specified in the relevant timetables, the Operator will be required to respond to special events which temporarily create higher levels of travel requirements between the islands. These include for a range of well-known situations including Regular Travel Options, Lifeline Support required by the Emergency Services.

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

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

Tenderers will wish to note that the proposed Vessel may be subject to physical inspection, at GOM expense, before being approved. Details of where this could be undertaken should be provided.

The contingency plans should consider arrangements in the event of harbours being closed due to adverse weather conditions and/or Vessel prove unserviceable for a period of two (2) or more days.

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

5.2 Harbour Services

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

The Contractor will need to work closely with these operations, when delivering its service. In advance of the service starting the Contractor and the Contracting Authority will agree the practical day to day use of these facilities. This will include the support services available, the practicalities of accessing the facilities, the availability of space and equipment.

The successful tenderer will be supported throughout the Contract by shore infrastructure but will provide their own personnel adequate to deal with the vessel operations and the loading, carriage and discharge of bulk cargo, loose freight and parcels. The Government of Montserrat will NOT be responsible or bear the cost of Port charges and the operation of passenger facilities and other such buildings. The Operator will be responsible for the payment of harbour access fees (covering berthing and traffic dues) as this will NOT be borne by the Government of Montserrat. Overall responsibility for the ownership of Harbours and Harbour Facilities, including capital expenditure, will rest with the Government of Montserrat.

The Operator will be responsible for the liaison with the Port Authorities in Antigua for all aspects associated with the embarking and disembarkation of passengers and cargo.

5.3 Cargo

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

The ability to carry small quantities of bulk cargo would be regarded as desirable; details of such capability should be highlighted in the submission.

5.4 Reliability & Timetable

Emphasis is placed on the ability to deliver consistently the required level of service; hence reliability is a fundamental principle. The frequency and timing of timetables for the Passenger Ferry Service has evolved gradually and been shaped by historical operational conditions and ferry users' preferences. GOM can provide historical data on passenger movements and schedules on request.

5.5 Aesthetics and Comfort

At least one working toilet is essential.

5.6 Environmental Protection

In order to protect the environment, the successful Operator will be expected to develop the objectives of their Safety Management Systems, as required under the IHR 2005 and the International Convention for the Prevention of Pollution from Ships (MARPOL 73/78), in consideration of the unique and special environmental factors that exist in and around the Service route. Drainage of biological waste or oil is strictly prohibited in the waters traversed by the vessel.

5.7 Arrangements for Staff

The Operator will be required to ensure that the crews are able to communicate with the passengers and each other in English to meet the requirements of the International Safety Management (ISM) code. All staff on Board must wear a uniform identifying them as a member of the crew at all times.

5.8 Management and Operation of Harbours, Ports and Shore Facilities

- i. Submission should set out how the Tenderer will carry out responsibilities in relation to all activities associated with the day-to-day vessel/Harbour/Port interface including mooring, ship securement, unmooring, marshalling, loading and unloading of passengers, loose freight and parcels.
- ii. Tenderers must submit detailed explanation of how they intend to manage operational requirements. This will include compliance with legislative and regulatory Requirements (in particular Health and Safety legislation, applicable regulations and Codes of Practice and the Port Marine Safety Code).

5.9 Quality

- i. The Government of Montserrat will need to be satisfied that appropriate quality accreditation measures will be in place. Tenderers are to provide in their proposals copies of any accreditation documents or certificates.
- ii. The successful bidder must designate a Quality Assurance Manager who will be responsible for Quality Assurance. This role may be filled by the Captain of the vessel if appropriately trained.
- iii. The Government will conduct whatever audits and spot checks it feels are required. Tenderers should also note that, if successful, they will also be required to comply with any other legislative requirements for information or ad hoc requests from the Government of Montserrat.
- iv. The Operator will; be responsible for monitoring and assessing satisfaction, for compliance with the Customer Charter and for managing the complaints procedure.

5.10 Collaborative Working

The Contractor will need to facilitate close collaborative working, across a range of teams that will be critical to the success of this Contract. In this regard the smooth operation of sea passenger services to and from Montserrat is reliant on the involvement of several key stakeholders. These include Tourism; Customs; Health officials in Montserrat and Antigua; Docking and Harbour Services, on Montserrat & Antigua. Working closely with all key stakeholders, will therefore be one of the most critical success factors for any subsequent Contract. It will involve determining the best way for information to be shared and communicated; the degree and levels that collaboration can take place, including sharing of resources; the sharing of management and performance information.

5.11 Operations Management & Performance

- i. It is considered essential that in order to maintain a high standard of quality and performance that the Contractor and Contracting Authority take lead roles in holding regular 'coordinated' operations management meetings.
- ii. To maintain a high quality of service the successful Contractor must facilitate a coordinated and integrated approach to all aspects of the service. This will require the Contractor to develop and manage collaborative arrangements with all relevant key stakeholders, e.g. through supporting regular performance and quality working groups.

6.0 EVALUATION OF BIDS

The following evaluation criteria will be used to evaluate Tenders received in response to this ITT. The Administrative Compliance would be applied before the remaining criteria and is either pass or fail, with failure meaning that bids would be deemed non-compliant.

Only technically responsive bidders will be deemed qualified for the framework agreement to supply the aforementioned services to the Government of Montserrat as and when needed. Bidders must achieve a minimum score of 65% of the total technical score to qualify as being technically responsive.

EVALUATION CRITERIA		WEIGHT %
Stage 1	Administrative Compliance <i>See Section 8.0 Tender Checklist</i>	PASS/FAIL
Stage 2	Mandatory Technical Compliance <i>See section 6.2 (6.2.1 – 6.2.3) below</i>	PASS/FAIL
Stage 3	Bid submissions which do not satisfy the requirements (pass) for both Stages 1 and 2, will be disqualified and not proceed to Stage 3 (or the Evaluation stage).	

Stage 3: Technical Criteria – see Section 6.3 (6.3.1 – 6.3.5 below)	
Operational Plan, including Agency Services facilitation (see Section 6.3.1)	30
Safety Plan (see Section 6.3.2)	15
Disability Passengers arrangements (see Section 6.3.3)	10
Similar Experience (company must have had similar experience in providing ferry transport for the past 5 years) (see Section 6.4.4)	20
Experience and Qualification of Key Staff (see Section 6.3.5)	25
TOTAL	100

6.1 Administrative Compliance (Pass/Fail) – Stage 1

Bidders must submit all the documents requested under **Section 8.0**, Tender Checklist and all other documents requested in the tender document. The tender checklist provides a list of requirements which need to be fulfilled. Details of previous experience must be submitted in accordance with the Technical Criteria below.

This is a pass/fail criterion. If all the above requirements are fulfilled, then the tenderer would move onto Stage 2. If any of the above-mentioned items are not submitted, then the tender may be deemed non-compliant and rejected.

6.2 Mandatory Technical Compliance (Pass/Fail) – Stage 2

This is a pass/fail criterion. If all the requirements identified below are fulfilled, then the tenderer would move onto Stage 3. If any of the referenced items are not submitted, then the tender may be deemed non-compliant and rejected.

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

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

	Requirement	Evaluation criteria
1	Ferry should be at least 25 meters in length	Pass/Fail
2	Closed cabin	Pass/Fail
3	Service speed of no less than 18 knots	Pass/Fail

6.2.2 The following information about the Vessel is also required:

Requirements	Provide details below
Name and previous names	
When and where built	
Flag, port of Registry	
Service Speed and Consumption, carrying Capacity and Class	
Copy of load line certificate	
Copy of current insurance	

6.2.3 Navigation and Safety Equipment

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

- i. The proposed Vessel must be equipped with navigation and safety equipment, preferably:
 - a. Radar, GPS Plotters Sounders, Sonar, radios and Marine Sat phone system and auto pilot;
 - b. Offshore Survival Life Rafts, Offshore Life Jackets, EPIRBs, flares and Fire Fighting equipment to comply with MSA standards.
- ii. Capable of operating in seas with Beaufort swells and wave conditions of up to two meters;
- iii. All open deck areas are guarded with 1m high safety rail enclosures;
- iv. Propulsion, electrical and fire-fighting Equipment;
- v. At least one working toilet is essential.

6.3 Technical Specifications – Stage 3 (100%)

6.3.1 Operational Plan, including Agency Services facilitation – 30%

- i. Submission should set out how the Tenderer will carry out responsibilities in relation to all activities associated with the day-to-day vessel/Harbour/Port interface including mooring, ship securement, unmooring, marshalling, loading and unloading of passengers, vehicles, loose freight and parcels.
- ii. Tenderers must submit detailed explanation of how they intend to manage operational requirements. This will include compliance with legislative and regulatory Requirements (in particular Health and Safety legislation,

applicable regulations and Codes of Practice and the Port Marine Safety Code). Back-up options for the Vessel should be provided, in outline form to address unavailability due to technical reasons, including any dry dock commitments during any agreed Contract period.

iii. The Operational Management Plan should include:

- a. Structure diagram showing lines of responsibility of the company and for the operating crew;
- b. Details of the Tenderer's approach to crewing in relation to the Services, including recruitment and training.

6.3.2 Safety Plan – 15%

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

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

6.3.3 Disability Passengers arrangements – 10%

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

6.3.4 Similar experience - 20%

The bidder (company) have experience in providing similar services in seas that have similar conditions with the Montserrat – Antigua waters.

The bidder is also required to provide details of similar assignments performed in past with contact details of at least two contracts.

6.3.5 Experience and Qualification of Key Staff – 25%

The bidder must provide at-least one person for each of the Key Roles stated below and the person must fulfil the requirements as stated below;

- i. **Captain of the Vessel:** must have a minimum experience of six (6) years as vessel captain and relevant academic and professional training from a recognised institute. Must hold a valid license as vessel captain.

- ii. **Chief Mechanic:** must have a minimum experience of three (3) years as Chief Mechanic in a vessel and relevant academic and professional training from recognised institute. Must hold a valid license as vessel mechanic.
 - iii. **First Mate:** must have relevant academic and professional training from a recognised institute.
 - iv. **Deck hand:** must have relevant experience working on similar types of vessels.
-
- **Note: All copies of qualifications/training certificates and licenses of each proposed crew member must be submitted and should be valid.**
 - **If current certificates or licenses are not valid, the staff should provide details of the processes and timelines required to renew their license.**

7.0 RESPONDENT'S IDENTIFICATION DETAILS

A	PERSONAL INFORMATION		
BUSINESS NAME:.....REGISTRATION NUMBER:.....			
BUSINESS ADDRESS:.....			
CONTACT PERSON:.....POSITION:.....			
TELEPHONE NUMBER(S):.....WEBSITE:.....			
EMAIL ADDRESS:			
B	QUESTIONNAIRE		
		√	Tick the applicable response
1	Your entity operates as which one of the following?		Sole Proprietorship
			Partnership
			Limited Liability
			Others
2	How many years has your entity been in operation?		(0-1)
			(1-3)
			(3-5)
			(5-10)
			(10 & Over
3	Number of Employees within your entity?		(1-5)
			(6-10)
			(11-15)
			(16 & Over)
4	How many similar contracts has your entity successfully completed in the last 2 years?		(1-3)
			(4-6)
			(7-9)
			(10 & Over)
5	What is the highest sum of any of the contracts completed in the last 2 years?		(50-100)K
			(101-200)K
			(201-400)K
			Over 400K
6	Has your entity failed to complete a contract for a public or private entity?		YES
			NO
C	SIGNATURE		
I hereby certify that the information outlined in this document is true and accurate to the best of my knowledge and belief. I understand that any false statement may result in a denial of a contract and possible debarment from future prospects.			
..... (Signature of Business Representative)			
..... <i>Date</i>			Business Name/Stamp

8.0 TENDER CHECKLIST

Project Title: Tender for Framework Agreement for Montserrat Passenger Ferry Services

Date advertised: Friday, 18th November 2022

Clarification Deadline: Monday, 5th December 2022

Tender Deadline Date: Wednesday, 21st December 2022

Tender Deadline Time: 12:00 midday Eastern Caribbean time, 1600 hrs. UK time

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

- | | |
|--|--------------------------|
| 1. Tax Compliance Certificate (if bidder is a local company) | <input type="checkbox"/> |
| 2. Respondent's Identification Details | <input type="checkbox"/> |
| 3. Operational Management Plan, this should include a detailed explanation of how the Operator intends to manage operational requirements. | <input type="checkbox"/> |
| 4. A Safety Plan. The plan should address all major issues concerned with the prevention of accidents and the minimizing of their effect, and contingency arrangements in the event of a major incident. | <input type="checkbox"/> |
| 5. Statement on journey time for the scheduled service to Antigua | <input type="checkbox"/> |
| 6. Indicative fuel consumption per return journey to Antigua | |
| 7. Details of carrying capacity for people and cargo | <input type="checkbox"/> |
| 8. Arrangements to meet the needs of individuals with sensory/physical or special needs | <input type="checkbox"/> |
| 9. A copy of Load Line Certificate | <input type="checkbox"/> |
| 10. Copy of current insurance documents | <input type="checkbox"/> |
| 11. Ship Officers' Certificates and Licenses | <input type="checkbox"/> |
| 12. Details of two contracts for similar work | <input type="checkbox"/> |
| 13. Signed anti-collusion certificate | <input type="checkbox"/> |

.....
Signed on behalf of Contractor

.....
Date

9.0 TENDER SUBMISSION ANTI-COLLUSION CERTIFICATE

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

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

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

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

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

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

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

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

SIGNATURE..... IN CAPACITY OF

DATE.....2022

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

NAME OF FIRM.....

FULL POSTAL ADDRESS.....

Telephone No..... Fax No

10.0 APPENDIX A: TERMS OF REFERENCE FOR THE ESTABLISHMENT OF A FRAMEWORK AGREEMENT FOR PROVISION OF PASSENGER FERRY SERVICES FOR MONTSERRAT

1. Background

Montserrat is a UK Overseas Territory (OT) located in the Caribbean. Montserrat is a full member of both the Organisation of Eastern Caribbean States (OECS) and the Caribbean Community (CARICOM).

From the 1960s to the 1990s, Montserrat underwent economic modernisation, led by the tourism sector, and was regarded as one of the most successful islands in the region. Unfortunately, a series of volcanic eruptions in mid-1990s, resulted in nearly two-thirds of Montserrat becoming uninhabitable, with a similar proportion of its population displaced, mainly to the United Kingdom (UK) and to the collapse of its economy, especially the private sector. Currently, in real terms the economy is about half what it was in 1994, on the eve of the eruption, with productive sectors in some cases 1/3 or 1/5 what they were. Due to the subsequent loss of critical infrastructure, including seaport, airport and subsea fibre optic link, and most of its economic base, Montserrat became largely dependent on UK for financial aid. Over twenty years later, the economic base remains underdeveloped and Montserrat continues to face serious challenges, which are outlined in many studies, including the recent Economic Growth Strategy and Delivery Plan. Access is one of the key constraints on exploiting opportunities for Montserrat's growth and development. This is especially evident when it is recognised that tourism is a major opportunity, with Antigua, St Kitts, St Maarten and Guadeloupe all being 20+ - 50+ miles away. Antigua currently has almost 900,000 visitors per year, and St Kitts over a million.

As a result of the disaster, various emergency interventions such as provision of a subsidised ferry and of subsidised rotary then fixed wing air services were undertaken, which continue to date. Tourism is one of Montserrat's most promising exports and its growth will be supported by efficient access and connectivity links. Montserrat's local private sector needs cost-effective access to the regional market to source inputs, leverage new commercial opportunities and build a larger customer base. Montserratians rely on affordable access to goods and services that might not be available on island, in particular specialised health care and education. This also includes emergency evacuation. This consequently requires a reliable and Value for Money (VfM) access services with regard to the ferry and aircraft services

2. Introduction

Access to Montserrat is very critical for the economic viability and sufficiency of the island hence the Access Division of the Office of the Premier and Procurement Department wish to establish a framework agreement to maintain a list of prequalified and approved service providers for Passenger Ferry Services for the Government of Montserrat to ensure reliable and continued availability of these essential services at all times to the people of Montserrat or people who wish to visit the island.

Sea and Air Transport are very essential in the economic development of Montserrat as a society and development of tourism in particular thus when established, the arrangement will enhance the availability of reliable and high-quality services for the aforementioned areas.

The framework will be established through an open competitive process to give opportunity to all interested qualified companies to participate in the process.

3. Objective of this Framework

The overall objective for this Framework is to ensure the efficient and effective availability of reliable Passenger Ferry services for the people of Montserrat, to enhance the availability of willing and competent service providers, and to promote the establishment of strong partnership with service providers for the provision of these essential services.

The framework agreement will also contribute to GOM's efforts to have improved procurement practices in ensuring that value for money is achieved. The service providers are expected to deliver quality services completed in line with GOM requirements and within specified timelines.

4. Establishing the Framework

This framework will be established through an “**open tender**” process: a procurement procedure in which a request for tender is published inviting interested suppliers that satisfy the conditions for participation to submit tenders. All suppliers who substantially meet the administrative and technical requirements provided in the invitation to tender documents will be qualified to be part of this framework agreement for a **period of eighteen (18) months**.

Technical submissions that fulfil the minimum requirements stated in the invitation to tender documents will be regarded as standing offers from which contracts will be formed through Call-downs when the need arises for the procurement of services for which this framework is being established.

5. Operation of the Framework

Bidders who fulfil the criteria set out in the Invitation to tender documents will be placed under the framework as approved providers of Ferry Services to the Government of Montserrat for the next **eighteen (18) months**. A secondary procurement process will be undertaken by the Office of the Premier through technical assistance of the Procurement Department to select a supplier from the framework through a call-down each time Passenger Ferry Services are needed by the Government of Montserrat.

The secondary procurement process undertaken will be as simple and efficient as possible, however shortlisted companies may be requested to provide their licenses, certificates including insurance certificates to confirm their validity for contract award.

The selection of suppliers through secondary procurement processes will be carried out in the following ways as provided below;

- **a non-competitive basis** (e.g. directly obtaining a quote from any member of the framework) only in emergency cases.
- **a competitive basis** (e.g. inviting quotes to assessing technical/commercial characteristics from several or all members of the framework);

6. Management of the Framework Arrangement and Contract Management of Resulting Contracts

Like all procurement contracts, framework agreements should be effectively managed to ensure the objectives and intended benefits are actually realised during the period of the framework. All contracts resulting from the framework arrangement should be well managed and monitored to fulfil expected benefits.

Effective contract management will assist in:

- ensuring supplier performance;
- ensuring accountability and outcomes are achieved;
- ensuring continuous improvement; and

In particular, attention should be paid to monitoring the outcomes of the secondary procurement processes to ensure that suppliers have been utilised in accordance with the intended framework objectives and that only suppliers from the framework are utilised unless in cases where a contract couldn't be awarded using the framework for genuine reasons.

Monitoring of secondary procurements will be useful in determine which company is qualified to remain in the framework arrangement, companies that failed to fully fulfil their obligations in a contract awarded to them through a secondary procurement will be disqualified from the framework arrangement for the remaining term.

7. Duration of the Framework

This Framework Agreement shall last for a period of **eighteen (18) months** from effective sign-off by the Public Procurement Board, in compliance with the 2019 Montserrat Public Procurement Regulations.