

Government of Montserrat

Invitation to Tender

Helicopter Services to Montserrat



October 2020

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Acronyms and Definitions

ASSI:	Air Safety Support International, a subsidiary of the UK' Civil Aviation Authority. The safety regulator for Montserrat
BIDDER:	A company or consortium that submits a tender
CONTRACTING AUTHORITY:	The Government of Montserrat
FCDO:	The UK Government's Foreign Commonwealth and Development Office
GOM:	The Government of Montserrat
ITT:	Invitation to Tender - The document issued to potential bidders against which a submission should be made; part of this document
JAO MNI:	John A Osborne Airport, Montserrat
MNI:	Montserrat
MOHSS:	Ministry of Health and Social Services
MVO:	Montserrat Volcano Observatory
MEDEVAC:	Medical Evacuations
TENDER:	Submission by a Bidder, to provide helicopter or MEDEVAC services in accordance with the terms and conditions of this ITT.

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 supply and operation of a helicopter service to Montserrat. The information contained herein is confidential and must not be used for any purpose other than that connected with this process.

1.2 Disclaimer

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

1.3 Confidentiality

All information provided in this document, particularly financial information, shall remain confidential between the organisation and GOM and its 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	Harjinder Jutle
Title	GOM Head of Procurement
Email	jutleh@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 Contract Term

The Government requires a minimum contract period of two (2 - 1+1) years from commencement of operation.

GOM will build in a contract review at least nine months prior to the end of the initial contract period with the potential for extension of contract for two year terms beyond that point.

1.7 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

1.8 Contract Award

GOM will award a contract on the basis of the award criteria detailed within Section 9 below (Evaluation of Bids) of this document, through an Open process.

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

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

2.0 TENDER REQUIREMENTS

Tenders will be evaluated against the Government's requirements

The following evaluation criteria will be used to evaluate Bids received in response to this ITT for Lot 1 and Lot 2. The Administrative Compliance will be applied before the remaining criteria and is either pass or fail, with failure meaning that bids would be deemed Non-compliant. Bidders must achieve a minimum score of **65%** of the non-cost score to be considered for award of contract.

2.1 Submissions

Ensure that all the information included in the TENDER CHECKLIST is submitted.

3.0 BACKGROUND

3.1 Montserrat

Montserrat is a mountainous island in the Lesser Antilles chain of islands nestled between Antigua and Barbuda, St Kitts and Nevis and Guadeloupe with a population of 4,990 (2020 estimate), and a land area 16 km long and 11 km wide. Montserrat has a rich mixture of African, North American, and European influences although the official language is English. Montserrat was very well integrated in the 1990s with a population peaking at around 14,000, a regional airport and a 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, the 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.

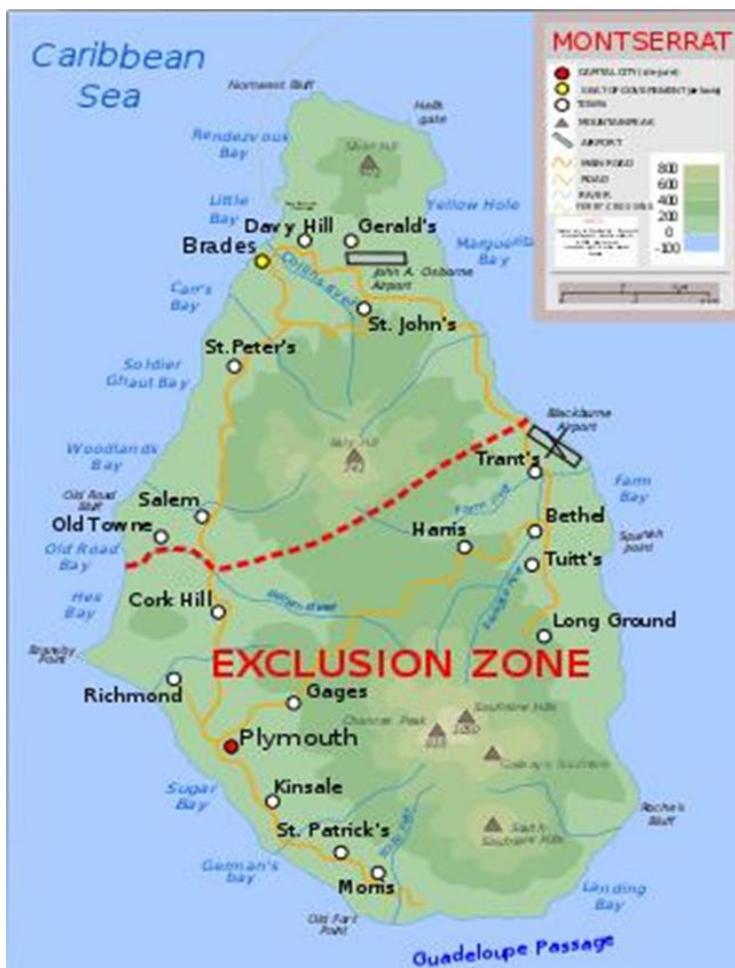


Figure 1 – Map of Montserrat

3.2 Government of Montserrat

The Government of Montserrat is an internally self-governing overseas territory of the United Kingdom executed through a Governor appointed by the British Monarch and led by the Premier as the Head of Government, along with four (4) Ministers.

The Constitution provides for a governance process consisting of a Cabinet and a Legislative Assembly. Cabinet consists of the Governor, the Premier, Ministers, the Attorney General and the Financial Secretary. Legislative Assembly is made up of eleven (11) seats. Nine (9) members are elected to serve a five-year term, with the Attorney General and Financial Secretary as the official Government representatives. Elections are held every five years. Following a public vote (the Elections) the leader of the majority party, usually becomes the Premier.

Government operations are delivered from Headquarters located in Brades, in the North Western end of Montserrat.

3.3 THE PROCUREMENT PROCESS

Project Details	Deliverables
<p>Invitation to Tender for the provision of Helicopter Service for the MVO and MoHSS MEDEVAC Services</p>	<p>Date Published on Government of Montserrat Website</p> <p>Monday 26th October, 2020</p>
<p>Division into Lots</p>	<p>This procurement is divided into two (2) Lots</p> <p>Lot 1 – Provision of Helicopter Service for the Montserrat Volcano Observatory</p> <p>Lot 2 – Provision of Helicopter-Services for Medical Rescue and Evacuation Flights (MEDEVAC) for Ministry of Health and Social Services, Government of Montserrat.</p> <p>Bidders are free to bid on Lot one (1) or Lot two (2) or BOTH as detailed in this document</p>
<p>Access to the ITT Suite of Documents</p>	<p>Hard copies can be downloaded from the Government of Montserrat website at https://tenders.gov.ms/</p> <p>Electronic tender packs can be downloaded, completed and submitted via the myTenders Portal at https://www.mytenders.co.uk/</p> <p>If you are intending to make an electronic submission to this tender, please register your interest on myTenders at the earliest opportunity. Please ensure that you allow sufficient time to upload your documents</p>
<p>Clarification deadline and contact details</p>	<p>Tuesday 1st December, 2020</p>
<p>ITT submission deadline</p>	<p>Wednesday 09th December 2020 no later than 12.00 midday, (Eastern Caribbean time) 16.00 hours UK time</p>
<p>Tender Submission address</p>	<p>The Chairperson Public Procurement Board, Ministry of Finance and Economic Management, Brades, Montserrat</p>
<p>Contract Commencement – this is an indicative date and maybe subject to change</p>	<p>January 2021</p>

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This procurement will follow a clear, structured and transparent process to ensure a fair and equitable process is maintained at all times, and that all Bidders are treated equally.

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

- 1) All dates shown are estimates and are stated for planning purposes only. GOM reserves the right to amend or terminate the procurement procedure or change the timings outlined in this ITT.
- 2) Depending on the requirements of Bidders, GOM is willing to reconsider the stated deadlines to allow a further round of requests for clarification if required. During the procurement process it is up to bidders to check the GoM website for updates. myTenders will send out automatic notifications.
- 3) Any changes to the procurement timetable shall be published as an Addendum on both websites.

4.0 THE INVITATION TO TENDER

4.1 Purpose of the ITT

- 1) This ITT contains full details of the procurement process, the minimum level of service to be provided together with the **Evaluation Criteria** that will allow GOM to make an informed selection of the most appropriate solution.
- 2) Potential bidders are invited to bid for the provision of helicopter service for the Montserrat Volcano Observatory (MVO) and/or the Ministry of Health and Social Services.
- 3) 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. Bidders must submit a separate form of tender for each Lot that they bid for.
- 4) If you require any clarification please write to Ms. Harjinder Jutle, Head of Procurement at Jutleh@gov.ms no later than Tuesday 1st December, 2020.
- 5) This Invitation to Tender is divided into **two (2) LOTS**
 - LOT 1:** Provision of Helicopter Service for the Montserrat Volcano Observatory
 - LOT 2:** Provision of Helicopter-Services for Medical Rescue and Evacuation Flights (MEDEVAC) for Ministry of Health and Social Services, Government of Montserrat.

Note: Bidders are invited to submit a bid for either a single Lot or both Lots

4.2 This ITT:

- 1) Invites potential aircraft operators/ ("**Bidders**") to submit their responses to this ITT ("**Tenders**") in accordance with the instructions set out in the remainder of this document
- 2) Sets out the overall timetable and process for the Procurement
- 3) Provides Bidders with sufficient information to enable them to

submit a compliant Tender

- 4) Sets out the Tender Evaluation Model that will be used to evaluate the Tenders
- 5) Explains the administrative arrangements for the receipt of Tenders.

4.3 Included in this tender dossier are the following:

- 1) Invitation to Tender
- 2) Instructions to Bidders/Tenderers
- 3) Scope of Service for Lot 1 and Lot 2
- 4) Evaluation Criteria
- 5) General Conditions of Tendering
- 6) General Conditions of Contract
- 7) Form of Tender for Lot 1 and Lot 2
- 8) Bidders details
- 9) Anti-Collusion Certificate
- 10) Document Checklist

5.0 INSTRUCTIONS TO TENDERERS

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.

Submitting a Tender (Bid)

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

- 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.

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

Submitting a hard copy of your tender

You will need two (2) plain envelopes for the Tender submission. You must follow these instructions, failure to do so may result in the bid being non-compliant and not considered any further.

Envelope 1. 

Follow the steps written below:

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

Invitation to Tender for Helicopter Services to Montserrat, Lot 1 and Lot 2

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

Invitation to Tender for the provision of Helicopter Service for the MVO (Lot 1) / MEDIVAC for MOHSS (Lot 2)

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

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

Envelope 2

Continue following the steps below:

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

Invitation to Tender for the provision of Helicopter Service for:

- i. MVO – Montserrat Volcano Observatory (Lot 1)
- ii. Medical Evacuations for MOHSS – (Lot 2)

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

NB: Envelope 2 must not have the Bidder's name on it or any other markings.

Bidders can choose to bid for either a single Lot or both Lots. However, each Lot must be submitted as an individual Bid, within a separate inner Envelope (Envelope 1). For example, if a bidder wants to submit a bid for the two (2) Lots, both must be placed within individual inner envelopes (Envelope 1) and both of these would be placed within one (1) outer envelope (Envelope 2).

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, 17:00 UK time**

Tenderers will be given a receipt.

6.0 Montserrat Volcano Observatory (MVO)

6.1 Governance of the MVO

1. Montserrat Volcano Observatory is a Statutory Body established by an act of the Government of Montserrat in 1999. Prior to that date, the name was used to collectively describe the varying collection of scientists working on the Soufrière Hills Volcano, Montserrat.
2. Administratively, MVO is responsible to the Office of the Deputy Governor. MVO works closely with the Disaster Management and Co-ordination Agency (DMCA), which is part of the ODG.
3. The work of MVO is carried out under the direction of the MVO Board of Directors, also known as the MVO Main Board, which meets twice annually.

6.2 The Functions of the MVO

1. Monitoring activity at the Soufrière Hills Volcano, Montserrat. MVO develops, operates and maintains a substantial inventory of equipment for this purpose. Some of the development work is carried out in conjunction with overseas research partners, allowing the deployment of cutting-edge technology without the associated costs.
2. Providing advice on activity at the Soufrière Hills Volcano to the Government of Montserrat. MVO, in conjunction with the Scientific Advisory Committee, carries out an annual formal risk assessment for the Montserrat and UK governments.
3. MVO is responsible for outreach related to the Soufrière Hills Volcano. This includes: communicating with the general public through Radio Montserrat (ZJB); public meetings; educational and awareness activities with schools and community group; dealing with local, regional and international media enquiries; tourist visits to MVO.
4. The scientific staff at MVO carry out research using the monitoring data. This serves to improve monitoring techniques and knowledge of the SHV. MVO staff collaborate on research with many institutions around the world.

6.3 SCOPE OF SERVICE

This Tender is for a helicopter service to support:

The work of the MVO - this includes supporting other activities of the GOM, (observational flights for the police and other agencies, positioning and recovering environmental or agricultural staff in South Soufrière Hills) and search and rescue.

6.4 MONTSERRAT VOLCANO OBSERVATORY

6.4.1 General information on flight operations

1. MVO Operations are based at MVO where there is a hard-surfaced helipad, with dimensions of approximately 18 by 18 metres (60 by 60 feet).
2. MVO will maintain the helipad.
3. There is no windsock at the helipad. Pilots use vegetation, particularly coconut trees, to estimate wind speed and direction.
4. There is at present no availability of aviation fuel in Montserrat.
5. The Company is responsible for all costs to ensure a sufficient fuel supply for operations on Montserrat.
6. All incidents must be logged and the MVO Director notified in writing within 24 hours.
7. The helicopter company is responsible for all fees associated with providing this service.

6.4.2 The Service to the MVO

To transport MVO staff to undertake the following activities:

- a) Observation flights of the dome (aerial investigations) when cloud conditions are suitable. MVO staff use still, video and thermal cameras.
- b) Observation flights (aerial investigation) of other places of interest.
- c) Photogrammetry is carried out with a time-lapse camera attached to the underside of the Helicopter which then flies a number of parallel traverses above a target of interest.
- d) Undertake gas measurements using a spectrometer that is temporarily installed in the Helicopter, which then flies traverses underneath the gas plume.
- e) Undertake other airborne scientific experiments carried out with agreement of the Pilot and/or Contractor.
- f) Transporting staff and equipment to remote locations for installation and maintenance of MVO monitoring stations
- g) Installation of equipment at remote locations using long-line deployment and retrieval
- h) Securing monitoring equipment in the field at short notice prior to a severe weather event.
- i) Transport personnel to develop and maintain bush landing sites for helicopter landing.
- j) Provide hover exit and entry to helicopter at sites where landing is not possible.
- k) Transport equipment and supplies to monitoring sites, carried either in the Helicopter, in a net, or on a long-line.
- l) **At some monitoring sites, MVO staff are left at the site and recovered later.**

- i. At other monitoring sites, the Helicopter remains in place while MVO Staff carry out their work. The Helicopter may, for safety reasons, be required to remain running throughout the work.
- ii. At some sites equipment is deployed at and retrieved from locations close to the dome using a long-line.

6.5 MVO - Possible options for schedules

- a) The MVO requires the provision of helicopter service for a minimum of one hundred and four (104) hours of flying time on Montserrat per calendar year.
 - i. This does not include the travel time to and from MVO
 - ii. This does not include the travel time to fetch fuel, if applicable.
 - iii. There is no maximum on time.
 - iv. Total time used in 2017 and 2018 = 334 hours (last two years for which full time service was provided)
- b) The company is free to propose a schedule to provide the required hours.
- c) The minimum frequency of visits is once every four (4) weeks with eight (8) hours minimum flying time on each visit (this would need to happen over two (2) consecutive days).
- d) The preferred frequency of visits is once per week with two (2) hours minimum flying time on each visit.
- e) MVO may request special one-off visits. For e.g. to secure equipment before the arrival of a storm.
- f) A Procedure for agreeing and modifying dates to be agreed between the Director of the MVO and the provider.

6.6 MVO - Safety Issues

- a) MVO staff have a high regard for safety and follow rigorous safety procedures.
- b) Most MVO staff have extensive experience of working with a helicopter. MVO staff with little or no experience do not fly in the helicopter until they have been fully briefed by the Pilot. Their performance is then monitored by the Pilot and other MVO staff.
- c) Radios are used to communicate between MVO, the helicopter and any MVO Staff in the field.
- d) The helicopter carries an audible distress signal (a marine air-horn, or similar loud hailer device) to be used by the Pilot to alert MVO Staff of an urgent need to depart.
- e) Drinking water, some food and a satellite phone are always carried in the helicopter in case of mechanical failure at a monitoring site.

7.0 Ministry of Health and Social Services (MOHSS) – LOT 2

The delivery of health and social care on Montserrat is the responsibility of the Government and is administered under the MOHSS. The eruption of the Soufrière Hills Volcano in 1995 rendered more than half of the island unsafe, as a result, three quarters of the island was declared an Exclusion Zone, which prohibits anyone from occupying that part of the island. Its capital, Plymouth, which housed a newly refurbished state of the art hospital, yet to be fully occupied was destroyed. Hospital services were relocated to a former school in St. John's, in the north of the island. Overtime, the Hospital (named Glendon Hospital), has been refurbished to provide the relevant secondary care services.

Montserrat has an effective secondary health care system, delivered through its Glendon Hospital. However, due to unavailable specialist and critical care capabilities on island there is the need to transfer critical patients to other islands that have the necessary specialists and facilities. Fixed wing aircrafts are no longer permitted operate at night in Montserrat for safety reasons. This presents a critical gap in emergency care provision; and-is a matter of life and death.

Thus, the GOM intends to seek suitable helicopter services that can provide this occasional, but crucial night-time Medevac capability for transfers to neighbouring islands.

7.1 Ministry of Health and Social Services

1. Medical evacuations for the MOHSS.

General information

7.2 The Service to the MOHSS

- a) On-demand provision of helicopter-services for night-time Medical rescue and evacuation flights (MEDEVAC).
- b) The night time medivac services will operate from John Osborne Airport or a suitably designated helicopter landing site.
- c) An on-call 24/7 service to include day-time flight operation is also desirable but not essential provided that the night-time MEDEVAC service can be fulfilled.
- d) The contractor should be able to provide suitable helicopter(s) including flight crew.
- e) Ideally medical crews and HEMS equipment should also be included, but the exclusion of medical crew would not automatically disqualify applicants from consideration, as medical crews could potentially be provided by the Contracting Authority, but would need to be included in the service.
- f) NVG and IFR capabilities are a preferred requirement given that the service will be required for night-time missions. Suitable crew competences and experience as well as aircraft fit-out should be ensured by the provider for night-time missions.

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- g) The provider should ensure they have staff and aircraft capacity for fulfilling this service when called upon at reasonably short notice.
- h) The helicopter as a minimum shall have capacity to transport at least one patient on stretcher, one (1) doctor, and one (1) paramedic/rescue-assistant/nurse.

8.0 Guidance Notes

1. The Montserrat General Conditions of Contract will be adopted for this Contract. These are attached as Appendix A.
2. Tenderers must complete the Form of Tender, Document Check List, and Anti-Collusion Statement. To constitute a compliant Bid, Bidders must submit Priced and Signed Form of Tender, Tender Checklist, Tax Compliance Certificate, completed Bill of Quantities and all other required documentation in each submission. Failure to fully complete these documents will lead to bids becoming non-compliant and rejected.
3. **Bidders can choose to bid for either a single Lot or both Lots. However, each Lot must be submitted as an individual Bid, within a separate inner Envelope (Envelope 1). For example, if a bidder wants to submit a bid for the two (2) Lots, both must be placed within individual inner envelopes (Envelope 1) and both of these would be placed within one (1) outer envelope (Envelope 2).**
4. If locally based, the tenderer must submit a Tax Compliance Certificate from Inland Revenue along with the bidding documents. In the case of a sole trader, the tax compliance certificate should be issued in that individual's name. However, where the sole trader is trading using a business name, the tax compliance certificate should be issued in the business name. In the case of a company, the tax compliance certificate should be issued in the name of the Company". It is therefore incumbent on the bidder to ensure that the tax compliance certificate is issued in the correct name. Diligent checks will be made with the Inland Revenue Department and the Financial Services Commission to verify the accuracy of certificates. Tenders received with improper tax compliance certificates would be rejected.
5. All works undertaken will be the subject of taxation in accordance with the current legislation. Except in cases where there is an exemption from tax, of which proof must be provided; residents of Montserrat for tax purposes are subject to tax on the profits from this project while non-residents are liable to a **20% Withholding Tax deduction from the gross amount**. Please take into consideration your tax obligations and liabilities to the Government of Montserrat. For further information please contact Montserrat Customs & Revenue Service (MCRS) via email at irev@gov.ms.
6. The successful tenderer will be asked to submit details of their current insurance sufficient to satisfy the GoM requirements. **This will be requested before the signing of the contract.**
7. Tenders must be returned in line with the instructions for submitting a Tender. **Late submissions will not be considered.**
8. Tenderers are to provide all document or information requested as part of their tender submission.

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9. All tenders will be arithmetically checked; any errors will be brought to the tenderers attention. The rates supplied would be the basis for the arithmetic correction and would be the determining factor for any queries about the corrected price.
10. Tenderers are not permitted to submit alternative tenders.
11. The Government of Montserrat is not bound to accept the lowest tenderer and has the right to accept and reject any tender offers.
12. Tenderers must complete the Form of Tender, Document Check List, Anti-collusion statement. Failure to fully complete these documents will lead to bids becoming administratively non-compliant and rejected.
13. Validity Period - The bids must remain valid for acceptance for a minimum of ninety (90) days after the Submission deadline, to allow time for evaluation, selection and any unforeseen delays. Should circumstances arise that require an extension to this period,
14. The Successful Company will have a Memorandum of Understanding or Letter of Agreement signed by both parties which states that the MVO will be indemnified in respect of any loss, damage or claim caused by the failure of the servants or agents of the company to exercise reasonable skill, care and diligence in the performance of the services provided
15. The Successful Bidder will keep the MVO / MOHSS indemnified in respect of any loss, damage or claim caused by the failure of the servants or agents of the company to exercise reasonable skill, care and diligence in the performance of the services provided. Therefore, a successfully bidder for each Lot shall submit a valid indemnity insurance before contract signature.
16. Certification of company requirements – In the case that a bid is successful the bidder will be expected to obtain the following:
 - I. Eastern Caribbean Civil Aviation Authority (ECCAA) (or equivalent authority, ASSI FAA etc. Permission to conduct Aerial Work will be required from ASSI) license to operate commercially and maintain (AMO) rotor craft.
 - II. The Company will apply for approvals from ASSI to fly with fuel for extending flight operations in Montserrat.

9.0 EVALUATION OF BIDS

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

EVALUATION CRITERIA	WEIGHT %
Administrative Compliance – see Section 10.0 Tender Checklist	PASS/FAIL
<i>Bids shall be evaluated to a total score of 100 %. The technical criteria shall have a total score of 80 % and 20 % to the cost proposal.</i>	
Technical Criteria – 80 %	
Adherence to Scope of Service	20%
Pilot and Crew Suitability	15%
Aircraft Suitability	15%
Experience	15%
Technical Questionnaire – Completed Technical Questionnaires	15%
Cost Proposal – 20 %	
Cost/Price	20%
TOTAL	100%

9.1 Administrative Compliance (Pass/Fail)

Bidders must submit all the documents requested in the tender document. The tender checklist provides a list of requirements which need to be fulfilled. All Tenderers are required to fully complete the Form of Tender. In addition, they must be completed fully. Tenderers should sign and date the Anti-Collusion statement. Similarly details of previous experience must be submitted in accordance with the Technical Compliance below. This is a pass/fail criterion. If all the above requirements are fulfilled, then the tenderer would move onto the other evaluation criteria. If any of the above mentioned items are not submitted, then the tender would be deemed non-compliant and rejected.

In addition to the above, bidders must also submit the following documents in order to be deemed qualified for further evaluation. Failure to submit any of the documents listed below and those listed under **Section 10, Tender Checklist** of this document shall be disqualified.

- i. **Financials**; financial health. Bidders should submit a **summarised audited financial statement** (or summary financial statement prepared by a qualified

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accountant where audited accounts are not mandatory) for the past three years.

- ii. **Health and Safety Plan;** Bidder must submit a health and safety plan
- iii. **Certification of company requirements – bidder must submit all the following**

- 1. Antigua Air Operators Certificate (AOC) or Air Operators Certificate from an equivalent authority.
- 2. Fully insured and regulated by the ECCAA (or equivalent authority) to standards set by and in compliance with, the International Civil Aviation Organisation (I.C.A.O), the Civil Aviation Authority (C.A.A.) of the UK and Federal Aviation Authority (F.A.A. of the United States) or equivalent authority.

9.2 Adherence to Scope of Service

Under this section bidder should set out the management arrangements for delivering the service as set out under the **scope of service** in Section 6 and 7 above. The evaluation teams will also consider:

- a. **Compliance with the minimum specifications:** the evaluation team will assess the compliance of each submission against the specification elements described, including details of scheduling for LOT 1
- b. **Security of service:** back-up options for scheduled and unscheduled maintenance, the location of maintenance facilities relative to the base of operations,
- c. **Safety Arrangement: This should** complement the arrangements set out in the scope of service.
- d. **Risk:** the evaluation will include assessing the risks including reputational risk to the Government of Montserrat;
- e. **Timeliness:** the ability to provide the service in a timely manner is of high importance, especially around particularly time sensitive requests such as emergency preparation in the case of an oncoming hurricane and other time sensitive projects. Particular importance is also placed on not having unduly long periods of time when helicopter support is unavailable.

9.3 Pilot and Crew Suitability

Information on the pilots should include qualifications, experience and certifications in line with the scope of service. **Details of the Qualifications** of crew and subcontractors who will be assigned to this contract are required.

Invitation to Tender for Helicopter Services to Montserrat, Lot 1 and Lot 2

For LOT 1 and 2

1. Numbers of qualified pilots employed by the Bidder,
2. Company to provide a full CV of pilot(s) including flying hours and all relevant experience and training.
3. At least 2,000 hours of flight experience with Mountain flying course and mountain experience and extensive utility remote high altitude and hostile terrain experience. External load, vertical reference experience and skill set.
4. Must Provide Letters from at least two (2) referees to comment on the following:
 - i. Experience of pilot/s with flying in mountainous terrain & windy conditions
 - ii. Experience of pilot/s in landing in varied terrain, including unimproved, off-level, confined, ridgeline and pinnacle sites
 - iii. High standard of Safety, Quality & Professionalism of the company and pilots.
 - iv. Excellent people skills with the ability to work as part of a team
5. Bidders must provide written arrangement for and details of back up pilots.

For LOT 2 ONLY

1. Level of medical personnel and equipment for missions
2. Night-time flying and NVG trained
3. Experience of Medevac or similar (e.g. Search & Rescue) missions

9.4 Aircraft Suitability

Bidders are required to submit details for the aircraft to be used and their suitability for the work.

For LOT 1

- a. Age of the aircraft – newer aircraft will attract higher scores
- b. Aircraft suitability and reliability Type of craft.
 - Light helicopter suited for bush-flying conditions with a density altitude up to 8,000 ft. or 2438.4m.

Invitation to Tender for Helicopter Services to Montserrat, Lot 1 and Lot 2

- Helicopter able to work safely in a dusty environment and in proximity to volcanic ash advisably with Engine air inlet Particle Separator or Inlet Barrier Filter.

c. Back-up aircraft – state arrangements for back-up aircraft

For LOT 2

a. Aircraft suitability - the capability/suitability for transporting patients on stretchers, their loading and egress, with space for accompanying medical staff to attend to the patient.

b. Capability and response for night-time missions into and out of Montserrat

9.5 Experience in similar assignments

The experience level of the proposed operator:

a. To be outlined by the bidder in respect of both LOT 1 and LOT 2.

The evaluation will include an assessment of the experience of the Bidder in providing the same or similar services in a similar operating environment;

Please list at least One (1) projects successfully completed in the last ten (5) years that are of a similar nature to the scope of service.

No.	Project Description	Client – Name, Email and Telephone	Project Value (XCD\$)	Project Duration (MM/YR)	
				Start	End
1					
2					

b. A Minimum of two (2) Referees (who may be contacted for further verification of any information submitted at any point in time).

The above will be measured upon evaluation of Bidder’s submissions using the following scores:

10.0 Technical Questionnaire for LOT 1 – MVO

Please complete the questions below and submit with your Tender submission.

Weighted quality scores will be calculated by multiplying the score for each quality question by its individual weighting. The weighted scores will be totalled for each bid.

<p>Question 1: (40%) How will you ensure high levels of safety whilst operating in challenging conditions? Please give a safety plan and outline your strategy for ensuring Health and Safety standards are upheld.</p>
<p><i>Bidders response:</i></p>
<p>Question 2: (30%) What resources will you devote to delivering a high-quality service to the MVO (for example equipment, personnel, management)? Please describe the elements of your company and strategic plan which will enable it to deliver the proposed helicopter service. E.g. experienced pilots, access to helicopters, etc.</p>
<p><i>Bidders response:</i></p>
<p>Question 3: (20%) How do you plan to deliver the required service? Please give a delivery plan.</p>
<p><i>Bidders response:</i></p>
<p>Question 4 (10%) How will you ensure timely and consistent service especially for time sensitive requests such as preparing for an approaching hurricane in the face of breakdowns and loss of pilot and competing requests.</p>
<p><i>Bidders Response:</i></p>

11.0 Technical Questionnaire Template for LOT 2 – MOHSS

Weighted quality scores will be calculated by multiplying the score for each quality question by its individual weighting. The weighted scores will be totalled for each bid.

<p>Question 1: (30%) Please describe your experience in providing MEDEVAC services in the last three years, including with the sums, dates and recipients, public or private, destinations including hospital helipads, airfields or other.</p>
<p>Bidders response:</p>
<p>Question 2: (30%) Please provide a description your helicopters in particular, the types of helicopters used for MEDVAC missions, passenger capacity with and without stretcher, age (in flight hours), range/endurance, equipment and configuration (e.g. ICU), maintenance etc...</p>
<p>Bidders response:</p>
<p>Question 3: (30%) Please outline your approach for executing rapid medical evacuations for Montserrat; the response time from being requested for a MEDEVAC; and strategies for dealing with a range of challenges, such as night-time operation into and out of Montserrat, weather, and competing requests that may occur around the same time.</p>
<p>Bidders response:</p>
<p>Question 4: (10%) Please describe the elements of your company and strategic plan which will enable it to deliver the proposed helicopter service. E.g. experienced pilots, access to helicopters and relevant personnel, links to relevant network of medical assets etc.</p>
<p>Bidders Response:</p>

12.0 Cost Proposal

Bidders must complete the Form of Tender and return them with their ITT submission. One form of tender should be submitted for each Lot. The Bid price is a significant factor and the Government of Montserrat will seek to ensure that the services are undertaken at the most economically advantageous price. However, there are other factors which comprise the criterion and these will be considered proportionately. The Government of Montserrat is not bound to accept the lowest or any Bid. The percentage for this criterion will be calculated proportionately in comparison to other price submissions from Bids. Bidders must submit all the documents requested in the ITT document. The ITT checklist provides a list of requirements which need to be fulfilled.

The following information must be submitted.

For LOT 1

- a. Total cost per year for 104 hours within Montserrat with Company's proposed schedule (including cost of travel time to and from Montserrat)
- b. Cost per single trip within Montserrat for two hours (including cost of travel time to and from Montserrat)
 1. The minimum contracted time per visit is for MVO work only
 2. If the minimum is not met for any reason out of control of MVO, for instance weather, equipment failure, injury to pilot, operational reasons, the actual time will be paid for not the minimum. This will be logged as an incident.
 3. The company cannot use the helicopter and/or pilot on the day for any other purpose without first consulting MVO Director. This includes, but is not limited to:
 - a) Ferrying passengers to and from Antigua
 - b) Medevac for GoM
 - c) Commercial flights on Montserrat.

For LOT 2

- a. Cost (if included in service) with/without a medical crew of Doctor and Assistant or a Paramedic/nurse.
- b. Cost for each Medivac from John A. Osborne Airport to Antigua, Guadeloupe, St Martin/Maarten and Martinique This should include all fees.

Invitation to Tender for Helicopter Services to Montserrat, Lot 1 and Lot 2

13.0 TENDER CHECKLIST

Project Title: **Tender for Air Services to Montserrat**

Date advertised: Monday, 26th October 2020

Tender Deadline Date: Wednesday, 09th December 2020

Tender Deadline Time: **12.00 midday Eastern Caribbean time, 16.00 UK time**

Below are the following documents that should be provided for a service provider's bid to be valid. Bidders are asked to supply and tick off the following information. Failure to provide any of the stated documents may result in the bid being considered non-compliant and rejected.

1. Signed Form of Tender Lot 1 (Including Commencement Time)
2. Signed Form of Tender for Lot 2 (if applying for this Lot)
3. Tax Compliance Certificate (if bidder is a local company)
4. Signed Anti-Collusion Statement
5. Respondent's Identification Details
6. Appropriate registrations as an aviation company in accordance with relevant aviation requirements and/or with national law of the home state of the Bidder.
7. Summarized audited financial statement (or summary financial statement prepared by a qualified accountant where audited accounts are not mandatory) for the past three years.
8. Indemnity Insurance Cover certificate from a reputable insurance company for the company's employees, sub-contractors and any other person proposed to be engaged by the company.
9. Pilot Suitability (CVs, copies of licenses and certificates and letters from referees to comments on the professionalism and experience of pilots)
10. Aircraft (specifications and details of Aircraft)
11. Health and Safety Policy
12. Cost Information (breakdown of cost proposal)

.....
Signed on behalf of Contractor

.....
Date

14.0 FORM OF TENDER LOT 1

The Chairperson
Public Procurement Board
Ministry of Finance and Economic Management
P.O. Box 292
Brades, Montserrat, MS1110

Dear Sir/Madam

Tender for the provision of Helicopter Service for The Montserrat Volcano Observatory – LOT 1

I/We the undersigned undertake to provide the helicopter services in accordance with the MVO General Conditions of Contract and Scope of Service for the sum of:

EC\$.....

(words).....

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

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

I/We confirm this tender shall remain valid for a period of ninety (90) days from the date of submission of this Tender.

Name:

Signed.....

Name of Company.....

Address

Tel. number

Email address

Date:

FORM OF TENDER LOT 2

The Chairperson
Public Procurement Board
Ministry of Finance and Economic Management
P.O. Box 292
Brades, Montserrat, MS1110

Dear Sir/Madam

Tender for the MEDEVAC Services – Lot 2

I/We the undersigned undertake to provide MEDIVAC Services in accordance with the General Conditions of Contract and Scope of Service for the sum of:

- a. Cost for each Medevac from **John A Osborne Airport to Antigua**; This should include all fees.
 - I. **with a Medical Crew of Doctor and Assistant or a Paramedic/nurse:**
EC\$.....
(words).....
.....
 - II. **without a Medical Crew of Doctor and Assistant or a Paramedic/nurse:**
EC\$.....
(words).....
.....

- b. Cost for each Medevac from **John A Osborne Airport to Guadeloupe**; This should include all fees.
 - I. **with a Medical Crew** of Doctor and Assistant or a Paramedic/nurse:
EC\$.....
(words).....
.....
 - II. **without a Medical Crew** of Doctor and Assistant or a Paramedic/nurse:
EC\$.....
(words).....
.....

- c. Cost for each medevac from **John A. Osborne Airport to St Martin/Maarten**; This should include all fees.

Invitation to Tender for Helicopter Services to Montserrat, Lot 1 and Lot 2

I. with a Medical Crew of Doctor and Assistant or a Paramedic/nurse:
EC\$.....
(words).....
.....

II. without a Medical Crew of Doctor and Assistant or a Paramedic/nurse:
EC\$.....
(words).....
.....

d. Cost for each medevac from John A. Osborne Airport to Martinique; This should include all fees.

I. with a Medical Crew of Doctor and Assistant or a Paramedic/nurse:
EC\$.....
(words).....
.....

II. without a Medical Crew of Doctor and Assistant or a Paramedic/nurse:
EC\$.....
(words).....
.....

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

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

I/We confirm this tender shall remain valid for a period of ninety (90) days from the date of submission of this Tender.

Name:

Signed:.....

Name of Company:.....

Address:.....

Tel. number:.....

Email address:

Date:

15.0 Evaluation Scoring – Quality Criteria

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

Weighted scores will be calculated by multiplying the moderated score for each its individual weighting. The weighted scores will be totalled for each bid.

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

Any Bidder who does not achieve any declared minimum quality score of 65% (of the 60% non-price score) will be deemed to have failed to meet the GoM's minimum acceptable standards and therefore will not be evaluated further and will not be considered for contract award.

16.0 Respondent's Identification Details

A	PERSONAL INFORMATION
Company Name----- Registration number -----	
Company address----- -----	
Contact person-----	Position-----
Telephone number-----	Fax number-----
Website-----	Email address:-----

B	QUESTIONNAIRE (<i>TICK WHERE APPLICABLE</i>)		
1	Your entity operates as which one of the following?	<input checked="" type="checkbox"/>	Sole Proprietorship
		<input type="checkbox"/>	Partnership
		<input type="checkbox"/>	Limited Liability
		<input type="checkbox"/>	Others
2	How many years has your entity been in operation?	<input type="checkbox"/>	(0-1)
		<input type="checkbox"/>	(1-3)
		<input type="checkbox"/>	(3-5)
		<input type="checkbox"/>	(5-10)
		<input type="checkbox"/>	(10 & Over)
3	Number of Employees within your entity?	<input type="checkbox"/>	(1-5)
		<input type="checkbox"/>	(6-10)
		<input type="checkbox"/>	(11-15)
		<input type="checkbox"/>	(16 & Over)
4	How many similar contracts has your entity successfully completed in the last 2 years?	<input type="checkbox"/>	(1-3)
		<input type="checkbox"/>	(4-6)
		<input type="checkbox"/>	(7-9)
		<input type="checkbox"/>	(10 & Over)
6	What is the highest sum of any of the contracts completed in the last 2 years?	<input type="checkbox"/>	(50-100)K
		<input type="checkbox"/>	(101-200)K
		<input type="checkbox"/>	(201-400)K
		<input type="checkbox"/>	Over 400K
7	Has your entity failed to complete a contract for a public or private entity?	<input type="checkbox"/>	YES
		<input type="checkbox"/>	NO

Invitation to Tender for Helicopter Services to Montserrat, Lot 1 and Lot 2

C	SIGNATURE
<p>I hereby certify that the information outlined in this document is true and accurate to the best of my knowledge and belief. I understand false statement may result in denial of a contract and possible debarment from future prospects.</p> <p>----- Signature of Company Representative</p> <p>-----</p> <p>Date</p> <p>----- Company Name/Stamp</p>	

17.0

**GOVERNMENT OF MONTSERRAT
TENDER SUBMISSION ANTI-COLLUSION CERTIFICATE**

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

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

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

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

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

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

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

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

SIGNATURE..... IN CAPACITY OF

DATE.....2020

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

18.0 Appendix A: General Conditions

18.1 Communication with GOM and FCDO staff

Any enquiries or requests for information or clarification of any matters arising from this ITT must be made in accordance with this paragraph.

Any enquiry or request for information or clarification must be made to:

Name	Harjinder Jutle
Title	GOM Head of Procurement
Email	jutleh@gov.ms

It is strictly forbidden to engage in any direct communication with any GOM or FCDO employee for any purpose in connection with the ITT.

Save as permitted above, under no circumstances should any contact be made with anyone other than those persons identified above regarding this ITT without the prior written approval of GOM Procurement Services. Such permission must be sought through the means of communication as set out above.

During the preparation of initial Tenders, GOM will respond to all reasonable clarifications as soon as possible through issuing a document listing Bidders' questions and GOM's response to them (**Clarifications Log**), which will be e-mailed to all Bidders.

GOM will disseminate information that is materially relevant to the ITT to all Bidders, even if the information has only been requested by one Bidder, subject to the duty to protect any Bidder's commercial confidence in its Tender. GOM will act reasonably as regards the protection of commercially sensitive information relating to the Bidder.

If GOM considers that a clarification question and answer may be of a confidential nature, GOM will inform the Bidder and the Bidder will then have an opportunity to withdraw the request for clarification. If the clarification is not withdrawn within 7 days, the response will be issued to all Bidders.

If, however, GOM in its absolute opinion does not consider the question to be of a confidential nature, GOM will inform the shortlisted Bidder and the Bidder will then have an opportunity to withdraw the request for clarification. If the clarification is not withdrawn within 7 days, the response will be issued to all shortlisted Bidders.

18.2 Consortia and Sub-contractors

GOM requires all Bidders to identify whether and which subcontracting or consortium arrangements apply in the case of their Tender and precisely which entity they propose to be the provider of the Operating Services.

For the purposes of this ITT, the following terms apply:

- a. **Consortium Arrangement:** Two or more companies that come together specifically for the purpose of bidding for a combined supply

of an aircraft and operating contract and envisage that they will establish a special purpose vehicle (SPV) as the prime contracting party with GOM. The time required to establish such an SPV and receive all regulatory approvals must be outlined in the tender submission

- b. **Subcontracting Arrangement:** Two or more companies come together specifically for the purpose of bidding for a combined supply of an aircraft to an operating airline specifically for this contract. Under these circumstances, the Lead Provider must be the operating airline

18.3 Confidentiality

Bidders should be aware that, in compliance with existing or future transparency obligations, GOM may routinely publish details of its contract(s), including the contract values and the identities of its suppliers on its website and elsewhere.

This ITT and all other documents and information (whether written or oral) regarding the Tender (the "**Confidential Information**") is made available by GOM on condition that:

- a. you shall not disclose or make available the Confidential Information to another person except that you may disclose or make available the Confidential Information (i) to your employees, advisors, authorised representatives or sub-contractors to the extent that it is essential to enable you to submit any Tender and engage with any face to face meetings in connection with the process and (ii) if required by legal or regulatory obligations. This non-disclosure obligation does not apply to any Confidential Information to the extent that it is or becomes publicly known other than by breach of this ITT by you.
- b. You shall use all reasonable efforts to prevent the disclosure of the Confidential Information except as mentioned above and you shall ensure that each person to whom Confidential Information is disclosed complies with the terms of this ITT as if that person was a party to this ITT.
- c. You shall not use the Confidential Information for any purpose other than in connection with the ITT.
- d. You shall, within five (5) days of a written request from GOM, return to GOM all documents and other material in your possession, custody or control that contain any part of the Confidential Information.

GOM may disclose detailed information relating to Tenders to FCDO and to GOM's and FCDO's respective officials, employees, advisors, agents, authorised representatives and sub-contractors and may make the submissions available for inspection by GOM and FCDO and their respective officials, employees, advisors, agents, authorised representatives and sub-contractors.

The Freedom of Information Act ("**FOIA**") applies to FCDO. You should be aware of FCDO's obligations and responsibilities under the FOIA to disclose, on written request, recorded information held by FCDO. Information provided

by you in connection with this procurement, or with any Contract that may be awarded as a result of this procurement, may therefore have to be disclosed by FCDO in response to such a request, unless FCDO decides that one of the statutory exemptions under the FOIA applies. If you wish to designate information supplied as part of a response as confidential, you must provide clear and specific detail as to the precise elements which are confidential.

18.4 Information and Exclusion of Liability

The Confidential Information has been prepared by GOM in good faith but does not purport to be comprehensive or to have been independently verified. Bidders should not rely on the Information and should carry out their own due diligence checks and verify the accuracy of the Information. Neither the issue of this ITT, nor anything in it, is or shall be a promise or representation as to the future or should be regarded as commitment or representation on the part of GOM (or any other person) to enter into a contractual arrangement.

Bidders considering entering into a contractual relationship with GOM should make their own enquiries and investigations of GOM's requirements beforehand and on the terms and conditions of such a Contract. The subject matter of this ITT shall only have contractual effect when it is contained in the express terms of an executed Contract.

Neither GOM nor FCDO make any representations or warranties regarding the Bidder's financial status or stability, technical competence or ability in any way to carry out the Services.

None of GOM, FCDO nor their respective officials, employees, advisors, agents, authorised representatives and sub-contractors make any representation or warranty (express or implied) as to, or accept any liability or responsibility in relation to, the adequacy, accuracy, reasonableness or completeness of the Confidential Information or any part of it (including but not limited to loss or damage arising as a result of reliance by the Bidder on the Confidential Information or any part of it). This exclusion of liability also applies in respect of any statement, opinion or conclusion contained in or any omission from this ITT and in respect of any other written or oral communication transmitted (or otherwise made available) to any Bidder. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of GOM.

You agree that each of GOM and FCDO and their respective officials, employees, advisors, agents, authorised representatives and sub-contractors neither owes nor accepts any duty or responsibility to you or any other party, whether in contract or in tort (including, without limitation, negligence and breach of statutory duty) or howsoever otherwise arising, and shall not be liable in respect of any loss, damage or expense of whatsoever nature incurred by you (or your professional advisers, funders, directors, officers, employees, agents, or representatives), in connection with your assessment or investigation of the ITT, or generally in connection with the process (with the exception of any claim in relation to fraud).

You acknowledge and agree to indemnify and hold harmless each of GOM and FCDO and their respective officials, employees, advisors, agents, authorised representatives and sub-contractors against all actions, proceedings and claims brought or threatened against them or any of them (whether by you or by any other person or entity you may involve in connection with the tendering phase,

or generally in connection with the process) and all loss, damage and expense (including legal expenses) relating thereto, in any way arising out of or in connection with the information provided and/or their provision or the Services.

18.5 Copyright

This ITT is subject to copyright and may not be reproduced, copied or stored in any medium without the prior written consent of GOM. This ITT, and any document issued as supplemental to it must be returned within [five (5)] days of written request from GOM.

18.6 Publicity

Bidders shall not undertake (or permit to be undertaken) at any time, whether at this stage or after any Contract award any publicity activity with any section of the media in relation to this ITT other than with the prior written agreement of GOM. Such agreement shall extend to the content of any publicity. In this paragraph the word "media" includes (without limitation) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and representatives of such media.

18.7 Right to reject bids and vary the process

GOM is not bound to accept any Tender. Nothing in this ITT shall oblige GOM to award the Contract and GOM reserves the right at any time and in the sole discretion to reject any Tender and/or terminate discussions and negotiations with any one or more Bidders. Other than as required by law, neither GOM nor FCDO nor any of their respective employees, advisers or sub-contractors will be required to give any reasons to any interested party for any acceptance or rejection of any Tender.

GOM reserves the right to disqualify any Bidder who makes a material change to any aspect of their Tender unless substantial justification can be provided to the satisfaction of GOM.

GOM reserves the right to disqualify any Bidder that does not submit its Tender in a manner consistent with the provisions set out in instructions to this ITT.

It is intended that the remainder of this procurement will take place in accordance with the provisions of this ITT but GOM reserves the right to terminate, amend or vary the procurement process at any time. Any termination, amendment or variation of the procurement process will be notified to all Bidders as soon as practicable.

18.8 Provision of further information by Bidders

If, at any time during the procurement period (before or after the submission of the Tender), there are any material changes to the information provided by Bidders (including but not limited to information concerning members and structure of any Consortium Arrangement or Sub-Contracting Arrangement), the Bidder must advise GOM as soon as practicable, but in any event within 3 days of such change. Bidders should note the requirements of Section 9.3 above.

18.9 Bidder conduct and conflicts of interest

Any attempt by Bidders or their advisers to influence the contract award process in any way may result in the Bidder being disqualified. Specifically, Bidders (or any of its advisers) shall not directly or indirectly at any time:

- a. Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.
- b. Enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender.
- c. Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.
- d. Canvass GOM or FCDO or any of their respective employees, agents, advisers or sub-contractors in relation to this procurement.
- e. Attempt to obtain information from GOM or FCDO or any of their respective employees, agents, advisers or sub-contractors concerning another Bidder or Tender.

Bidders are responsible for ensuring that no conflicts of interest exist between the Bidder or its advisers and GOM and FCDO or any of GOM's or FCDO's respective employees, advisors or sub-contractors. Any Bidder who fails to comply with this requirement may be disqualified from the procurement at the discretion of GOM.

18.10 Period during which tenders are binding

Bidders are bound by their Tenders for a period of ninety (90) calendar days from the Deadline ("**Offer Period**"). In exceptional cases, GOM may, at any time before the expiry of the Offer Period ask Bidders to extend the Offer Period for a specific number of days.

18.11 Ownership of tenders

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

18.12 Cancellation of the tender procedure

In the event of cancellation of the tender procedure, Bidders will be notified in writing of the cancellation by GOM. Cancellation may occur where:

- the tender procedure has been unsuccessful, i.e. no qualitatively or financially worthwhile tender has been received or there is no response at all;
- the economic or technical data have been fundamentally altered;
- exceptional circumstances or force majeure render normal performance of the contract impossible;

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

- war, civil war, riots, revolution;
- natural disasters such as earthquakes, tidal waves and floods;
- explosions and fires; or
- strikes and labour disputes of all kinds; provided always that any act, event, omission, occurrence or non-occurrence will only be considered Force Majeure if it is not attributable to the willful act, neglect or failure to take reasonable precautions of the affected party, its agents or employees.

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

If any of the parties shall become aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it shall forthwith notify the others by the most expeditious method then available and shall inform the others of the period which it is estimated that such failure or delay shall continue.

If all technically compliant tenders exceed the financial resources available; or there have been irregularities in the procedure, in particular where these have prevented fair competition.

18.13 Tender costs

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

GOM bears no liability whatsoever for the outcome of any negotiation and shall not be liable for any costs or losses (including any loss of profit) incurred by any Bidder in connection with this procurement, including any costs or losses (including any loss of profit) as a result of the procurement being amended or terminated by GOM.

18.14 Data

The information required to submit a tender is contained in this Information Memorandum and Request for Tender. Any additional information requested by Bidders will, if available, be supplied to all Bidders in accordance with Section 12.1 of this document.

18.15 Language

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

18.16 Currency of the financial Tender

Tenders must be expressed exclusively in Eastern Caribbean Dollars (XCD) and exclude Montserrat tax for the purpose of this ITT. Bidders should identify any other taxes that may be applicable.

18.17 Sufficiency of the Tender

Bidders will be deemed to have satisfied themselves before submitting their Tender, as to its correctness and completeness, and to have taken account of all that is required for the full and proper performance of the Contract.

18.18 Tender submission

Tenders should be submitted by completing the main body of your response (as a Microsoft Word Document) including the response to the minimum required information contained within Annexes A through E of this ITT. Annex E must be signed by all relevant parties and the signed version submitted electronically as part of the Tender documents.

Please number every page sequentially in the main body of your response as "Page [x] of [xx]" and include the date and title of your document on each page of the main body. Any additional pre-existing material which is necessary to support your Tender should be included as schedules with cross-references to this material in the main body of your Tender. Cross-references to this ITT should also be included in your Tender whenever you consider it to be relevant.

The Tender must be clear, concise and complete. GOM reserves the right to mark a Bidder down or exclude them from the procurement if, in GOM's opinion, the Bidder's Tender contains any ambiguities or lacks clarity. Bidders should submit only such information as is necessary to respond effectively to this ITT. Unless specifically requested, extraneous presentation materials are neither necessary nor desired.

Tenders will be evaluated on the basis of information submitted by the Deadline.

Where the Bidder is:

- i. A Company, the Tender must be signed by a duly authorised

- representative of that company.
- ii. A Consortium Arrangement (see section 12.2), the Tender must be signed by each partner to the consortium.
 - iii. A Subcontracting Arrangement (see section 12.2), the Tender must be signed by the lead vendor and each sub-contractor to the lead vendor.

18.19 Tender deadline

Tenders must be submitted by no later than **09th December, 2020 at 12.00 midday Eastern Caribbean time, 17:00 UK time** (the "**Deadline**") in the manner prescribed in Section 5.0 above and to the following address:

Any Tender received after the Deadline will not be opened or considered. GOM may, however, in its own absolute discretion extend the Deadline and in such circumstances GOM will notify all Bidders of any change.

18.20 Compliant tender and Variant tender

Bidders must submit a Tender which is in line with the terms and requirements set out in this ITT (a "**Compliant Tender**"). Bidders shall not submit a variant tender for consideration by GOM (a "**Variant Tender**").

18.21 Procedure following submission of tender

All Tenders submitted in compliance with the paragraphs above will be evaluated against the criteria set out in Section 9 of this document. Further detail is provided in Section 9.

The evaluated scores will be used to identify the preferred bidder achieving the highest score.