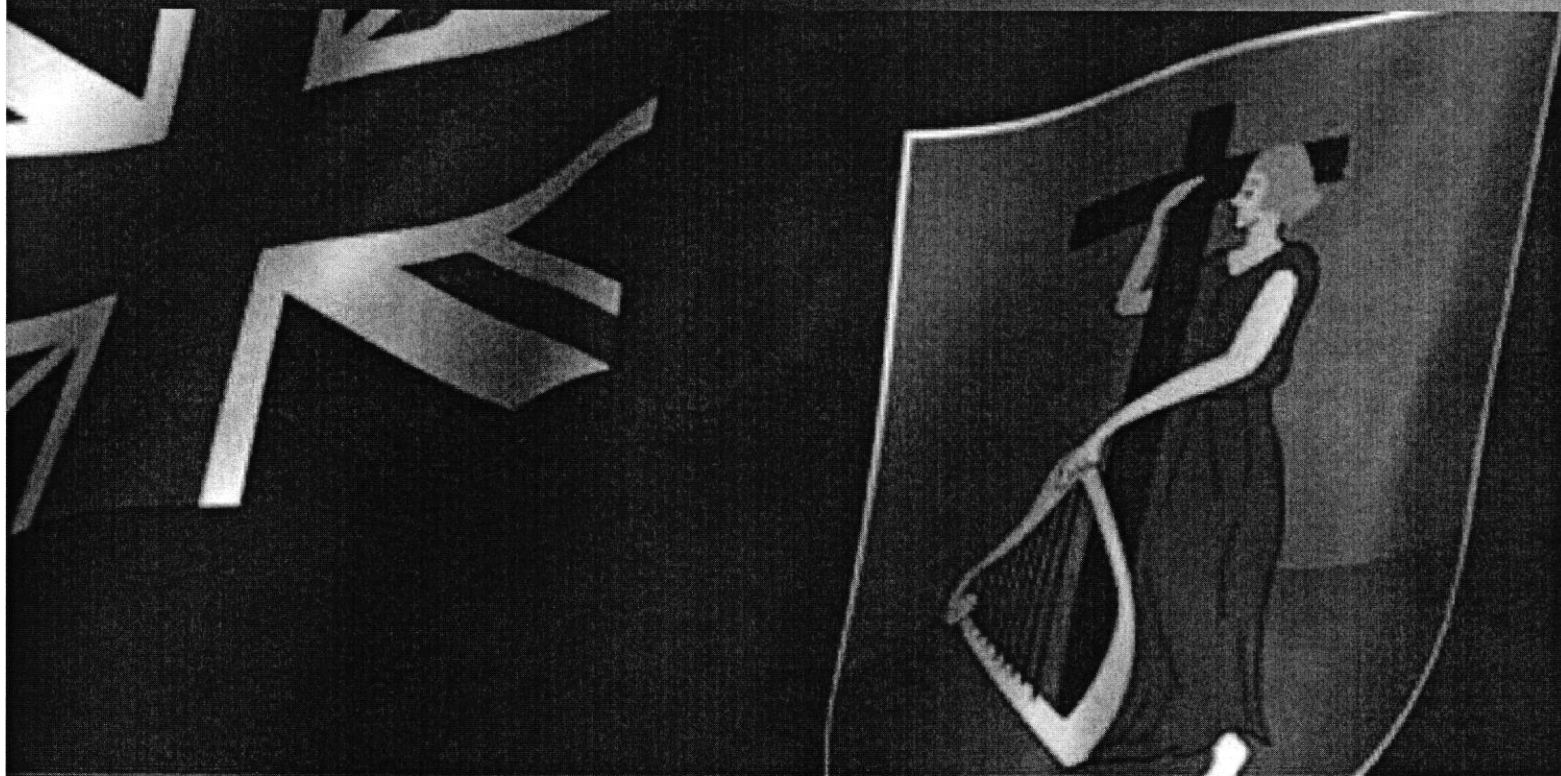


REQUEST FOR PROPOSAL

Sea and Air Access Consultancy



GOVERNMENT OF MONSERRAT
Office of the Premier
Brades, Montserrat
Tel: 1-664-491-3378 / 3463

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PART A - Background

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1 Introduction and Project Overview

This RFP is for a short-term consultancy to support the Government of Montserrat (GoM) to update the strategic framework for sea and air access & connectivity for Montserrat, and to inform the procurement of a new ferry contract. Access is an essential component of every country's economic development agenda. Montserrat is no exception and, over the years since the start of volcanic activity in the mid-1990s, access to and from Montserrat has negatively impacted the island's economic development.

Adequate access & connectivity continues to be critical for Montserrat. Therefore, the Consultant will review previous work on access & connectivity, and complement this with research on appropriate connectivity modalities. This will result in an assessment of the technical, economic and financial feasibility of operating sea and air services and a clear implementation plan to deliver relevant recommendations of previous studies and this consultancy.

This Consultancy will produce two documents:

- (1) an Optimized Connectivity Strategy and
- (2) a Sea and Air Access Implementation and Resourcing Plan for Montserrat, which will detail the sea and air access & connectivity requirements.

Background and Context

Montserrat

Montserrat is a UK Overseas Territory (OT) located in the Caribbean. Montserrat is a full member of both the Organisation of Eastern Caribbean States¹ (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 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. The airport in Gerald's was constructed with a short strip designed for aircraft such as the De Havilland Twin Otter (current services are based on the Britten-Norman Islander.) Since 2016 the Jaden Sun has been contracted to provide ferry services including both passenger and small cargo connectivity. Utilisation of both air and ferry services by visitors and Montserratians remains significantly under their maximum capacity, apart from a limited number of days in the year. This consequently requires large subsidies, especially with regard to the ferry service and raises concerns over the Value for Money (VfM) of the current access modalities.

The process of building a breakwater for Montserrat, in Little Bay has been initiated. In 2016 of 475 ships coming to Montserrat, 58 had to turn away due to poor sea conditions. This is unacceptable for cargo handling and undermines tourism development. For example, the growing St Patrick's Festival in March 2018 and the 2017/18 cruise ship season were affected by disruptions caused by rough seas that forced many vessels to turn away. The need for a breakwater has been identified as the main constraint to sea access and this will be addressed through the development of the breakwater from 2021.

Tourism

Tourism is one of Montserrat's most promising exports and its growth will be supported by efficient access 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.

2 The Authority

The Office of the Premier with support from the Ministry of Finance and Economic Management will be the procuring entity managing the project and has been deemed to be The Authority. The Authority shall actively manage the resulting Contract and key activities including contract review meetings, key deliverables and analysis of management information provided.

If you have any queries relating to this RFP please email them to Jutleh@gov.ms for the attention of Ms Harjinder Jutle, Head of Procurement (Ag) and cc: procurement@gov.ms

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1 Invitation to Request for Proposal (RFP)

8th November, 2018

Dear Sir/Madam,

Re: Request for Proposal for Sea and Air Access Consultancy

You are invited to submit a Request for Proposal for the above named project. RFP documents can be accessed by visiting the two websites below;

- **Electronic proposal documents can be downloaded and submitted via the MyTenders Portal at**
<https://www.mytenders.co.uk/>
- **Hard copies can be downloaded from the Government of Montserrat website at**
<http://www.gov.ms/tenders/>

The suite of documents consists of the following;

1. Instructions to Bidders
2. Form of Proposal
3. Government of Montserrat & Consultant Agreement
4. General Conditions of Contract
5. Anti-Collusion Statement
6. Evaluation Criteria
7. RFP Check List

The submission deadline is Wednesday 28th November 2018, no later than 12.00 midday Eastern Caribbean time (17.00 hours UK time). Please refer to Instructions to Bidders for full details on how to make a submission.

If you require any clarifications, please submit them via myTenders portal or email to the procurement department for the attention of Harjinder Jutle, at Jutleh@gov.ms or in writing to the Ministry of Finance and Economic Management, Brades, Montserrat, MSR1110 no later than 19th November 2018.

Tender opening will be on Wednesday 28th November at 2.00pm 2018

Yours faithfully,



**Daphne Cassell, Permanent Secretary
Office of the Premier**

2 Introduction

- 2.1 The Authority wishes to secure the services of a Consultant for the Sea and Air Access consultancy project. The Authority is managing this procurement process in accordance with Government of Montserrat's Public Procurement Regulations through an open tender procedure.
- 2.2 The Authority is procuring this contract on behalf of the Government of Montserrat and DFID
- 2.3 Part C contains the Instructions to Bidders.
- 2.4 Part D contains the Proposal Evaluation criteria.
- 2.5 Part E contains the General Contract Agreement & Contract Conditions
- 2.6 Part F contains the Service requirements, key deliverables for the proposed project.
- 2.7 Part G contains the templates for the Bidders Response.
- 2.8 Following evaluation of all responsive proposals, the Public Procurement Board will award a contract to the most qualified and economically advantageous consultant to undertake the project.
- 2.9 The Government of Montserrat through the Public Procurement Board reserves the right not to conclude Contract as a result of the current procurement process.

PART C - Instructions to Bidders

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1 General

- 1.1 These instructions are designed to ensure that all Bidders fully understand the requirements and the procurement process to participate in this RFP. It is important therefore that you provide all the requested information in the format and order specified.
- 1.2 Bidders should read these instructions carefully before completing the Proposal documentation. Failure to comply with these requirements for completion and submission of a Proposal may result in the rejection of the Proposal. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the Montserrat General Condition of Contract.
- 1.3 Each Bidder is required to:
 - i. Examine the RFP and any documents referenced in the RFP and any other information provided by the Procuring Entity.
 - ii. Consider all risks, contingencies and other circumstances relating to the delivery of the requirements and include adequate provision in your financial submission to manage such risks and contingencies
 - iii. Ensure that pricing information is submitted in XCD (Eastern Caribbean Dollars).
 - iv. If necessary, obtain independent advice before submitting a proposal
 - v. Satisfy itself as to the correctness and sufficiency of your Financial Submission, including the proposed pricing and the sustainability of the pricing.

- 1.4 The Bidder shall ensure that each and every sub-consultant, consortium member and adviser adheres to the terms of these instructions and the Conditions of Proposal.
- 1.5 The Bidder shall not make contact with any other employee, agent or consultant of the Authority who are in any way connected with this procurement exercise during the period of this procurement exercise, unless instructed otherwise by the Authority.
- 1.6 The Authority or Government of Montserrat shall not be committed to any course of action as a result of:
- issuing this RFP or any invitation to participate in this procurement exercise;
 - an invitation to submit any Response in respect of this procurement exercise;
 - communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement exercise; or
 - any other communication between the Authority and/or any relevant GoM Departments (whether directly or by its agents or representatives) and any other party.
- 1.7 Bidders shall accept and acknowledge that by issuing this RFP the Authority shall not be bound to accept any Proposal and reserves the right not to conclude a Contract for some or all of the services and services for which Proposals are invited.
- 1.8 The Authority reserves the right to amend, add to or withdraw all or any part of this RFP at any time during the procurement exercise.

2 Type of Contract

- 2.1 The Montserrat General Conditions of Contract will be adopted for this contract.

3 RFP Checklist

- 3.1 Bidders must complete the Form of Proposal, Document Check List, Anti-collusion statement, Technical Questionnaire, Cost Proposal. Failure to fully complete these documents will lead to their proposal becoming non-compliant and rejected.

4 Tax Compliance

- 4.1 The Bidder must submit a Tax Compliance Certificate from the Inland Revenue Department along with the proposal documents, if the individual or company is based in Montserrat. 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. Proposals received with improper tax compliance certificates will be rejected.

4.2 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.

4.3 All services undertaken will be the subject of taxation in accordance with the current legislation.

5 Proposal Validity

5.1 Proposals are to remain open for acceptance for a period of 90 days. A Proposal valid for a shorter period will be rejected.

6 Timescales

6.1 Set out below is the proposed procurement timetable. This is intended as a guide and whilst the Authority does not intend to depart from the time table it reserves the right to do so at any stage.

DATE	STAGE
8th November, 2018	RFP Published on the Government of Montserrat website. (www.gov.ms/tenders) and myTenders https://www.mytenders.co.uk/
19th November, 2018	Clarification Period Closed
28th November 2018 by 12.00 Eastern Caribbean time, UK 17.00hrs	RFP Return Date (Submission Deadline).

7 Authority's Contact Details

7.1 Unless stated otherwise in these Instructions or in writing from the Authority, all communications from Bidders (including their sub-consultants, consortium members, consultants and advisers) during the period of this procurement exercise must be directed to the designated Authority contact named in Section. 2 of Part A.

7.2 All communications should be clearly headed "**Sea and Air Access Consultancy**" and include the name, contact details and position of the person making the communication.

7.3 Suppliers' requests for Proposal clarifications must be submitted in accordance with the procedure set out in PART C Section 11 – Queries Relating to Proposal.

8 Alternative Proposal

8.1 Bidders are not allowed to submit alternative Proposals.

9 Insurance

9.1 The successful Bidder may be asked to submit details of their current insurance in relation to carrying out consultancy services for this project.

10 Submission of Proposals

10.1 Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Proposals. Bidders are solely responsible for the costs and expense incurred in connection with the preparation and submission of their Proposal and all other stages of the selection and evaluation process. Under no circumstances will the Authority be liable for any costs or expense borne by Bidders, sub-consultants, suppliers or advisers in this process.

10.2 The Authority may at its own absolute discretion extend the closing date and the time for receipt of Proposals specified under PART C Section 6. Any extension granted under this PART C Section 10 will apply to all Bidders.

10.3 All Proposals will be arithmetically checked; any errors will be brought to the proposer's attention. The rates supplied would be the basis for the arithmetic correction and would be the determining factor for any queries about the corrected price.

10.4 The Authority is not bound to accept the lowest Proposals and has the right to accept and reject any Proposal offers.

10.5 **Late Proposals will not be accepted or if accepted, considered.**

10.6 Submitting a Tender (Proposal)

There are two options for submitting a tender

- **Electronic tender submissions can be uploaded 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 plain envelopes for the Tender submission

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

Envelope 1.

Follow the steps written below:

1. Write the name of the Bidder (Tenderer, Supplier) on this envelope
2. Write the name of the project and the address on the envelope as written below;

Supplier Name (*Your Company Name*)

Request for Proposal for Sea and air Access Consultancy

The Public Procurement Board

Ministry of Finance and Economic Management

P.O. Box 292, Brades, Montserrat, MSR1110

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

Envelope 2

Continue following the steps below:

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

Request for Proposal for Sea and air Access Consultancy

The Public Procurement Board

Ministry of Finance and Economic Management

P.O. Box 292, Brades, Montserrat, MSR1110

***NB: Envelope 2 must not have the Bidders name on it or any other markings.** Tenders are to be delivered to the address above. Tenderers will be given a receipt.

11 Queries Relating to Proposal

11.1 All requests for clarification about the requirements or the process of this procurement exercise shall be made in accordance with these Instructions.

11.2 The Authority will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time. In order to satisfy query requests, the Authority has designated a specific personnel to deal with clarification requests from Bidders

11.3 Clarification requests can be submitted via e-mail to Jutleh@gov.ms copied to procurement@gov.ms

11.4 In order to ensure equality of treatment of Bidders, the Authority intends to share the questions and clarifications raised by Bidders together with the Authority's responses (but not the source of the questions) to all participants on a regular basis.

11.5 The Authority reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

PART D - Proposal Evaluation

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1 Introduction

1.1 The evaluation process will be conducted to ensure that Proposals are evaluated fairly to ascertain the most technically and economically advantageous Proposal.

2. Evaluation of Request for Proposal

2.1 The following evaluation criteria will be used to evaluate Proposals received in response to this RFP. The Administrative Compliance would be applied before the remaining criteria and is either pass or fail, with failure meaning that proposals would be deemed Non-compliant. **Bidders must achieve an overall minimum score of 65% to be considered for award of contract.**

The Technical evaluation questions carry a weighting of 50%

Price evaluation carries a weighting of 50%

QUESTION NUMBER	Question title	WEIGHTED SCORE %
D1.1	Administrative Compliance	PASS/FAIL
D1.2	Financial Evaluation	50%
D1.3	Technical Questionnaire	50% split into the 3 elements below
D1.4	Bidders Experience	▪ 24%
D1.5	Bidders Expertise	▪ 52%
D1.6	Project Delivery	▪ 24%
		100% weighted out of 50%

3 Administrative Compliance (PASS/FAIL)

3.1 Bidders must submit all the documents requested in the RFP. The RFP checklist provides a list of requirements which need to be fulfilled. All Bidders are required to fully complete the Form of Proposal including the commencement time and the proposed completion time which are highlighted. In addition, they need to fully complete the RFP Bidders Response Template. A valid Tax Compliance Certificate only if based in Montserrat need to be submitted with their submission. Bidders should sign and date the Anti-Collusion statement. Similarly details of previous experience must be submitted. The Administrative Compliance which is a Pass/Fail. If **all** the above requirements are fulfilled, then the Bidder would move on to the other evaluation criteria. If any of the above mentioned items are not submitted, then the Bidder would be deemed non-compliant and rejected.

4 Financial Evaluation (50%)

4.1 Bidders must complete the Form of Proposal and return them with their RFP submission. The Proposal 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. Government of Montserrat is not bound to accept the lowest or any Proposal. The percentage for this criterion will be calculated proportionately in comparison to other price submissions from Proposals. Bidders must submit all the documents requested in the RFP document. The RFP checklist provides a list of requirements which need to be fulfilled.

5 Technical Questionnaire (Total weighting 50%)

Complete Technical Questionnaire in Part G

6 Bidders Project Experience (for information only will not be scored)

6.1 Prospective Bidders need to provide information of at least 2 previous contracts completed within the past 5 years of a similar nature to the scope of services presented in this RFP. These details should include but are not limited to the following; the entity or person for which the work was completed, contact information for the entity or person, the value of the services, the location of the services.

7 Award of Contract

7.1 The Public Procurement Board will inform the successful Bidder through an award of Contract at the end of proposal evaluation. Unsuccessful Bidders will also be notified at the same time as the successful Bidder.

1

PART E - GoM and Consultant Agreement

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1 General Contract

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1 General

Service Contract

This Agreement ("the Agreement") effective as of the day of 2018 is by and between....., an entity having a mailing address of ("Sea and Air Access Consultancy or ("S&AAC"), and the Office of the Premier (OP), having a mailing address of P.O Box 292, Brades, Montserrat, MSR1110.

RECITALS:

WHEREAS, the Office of the Premier (OP) desires to retain the Sea and Air Access Consultancy (S&AAC) to provide services and to undertake the objectives set out in the Terms of Reference; and

WHEREAS, the **S&AAC** desires to perform such services as described in this Agreement.

NOW, THEREFORE, the OP and the **S&AAC** hereby agree as follows:

1. SEA AND AIR ACCESS CONSULTANCY

The **S&AAC** represents that it is fully experienced and properly qualified to perform the Services as provided under this Agreement as set out in the Terms of Reference, and that it is, and will remain for the duration of this Agreement, properly permitted, licensed, equipped, organized and financed to perform such Services.

2. INDEPENDENT CONTRACTOR

Except as otherwise expressly provided in this Agreement or otherwise authorized in writing by the OP, in performing the Services and incurring expenses under this Agreement, the **S&AAC** shall operate as, and have the status of, an independent contractor and shall not act as agent or be an agent of the OP. As an independent contractor, the **S&AAC** shall be solely responsible for determining the means and methods of performing the Services and shall have complete charge and responsibility for the **S&AAC** personnel engaged in the performance of the Services.

3. ASSIGNMENT

The **S&AAC** shall not assign any of its rights, interests or obligations under this Agreement or subcontract any of the Services to be performed by it under this Agreement without the express written consent of the OP. Any subcontract Assignment shall be subject to all terms of this Agreement. The OP shall have the right to assign this Agreement to a third party upon notice to the **S&AAC**.

4. COMPENSATION AND PAYMENT

For satisfactory performance of the Services, or as may be modified by mutual agreement, the OP agrees to compensate the **S&AAC** an amount not to exceed Inclusive of reimbursable expenses, as set forth in the Schedule attached hereto.

5. CONFIDENTIALITY

(a) For purposes of this Clause:

(1) The term "Confidential Information" as used herein means all material and information, whether written or oral, received by the **S&AAC** from or through the OP or any other person connected with the Project, or developed or otherwise received or obtained by the **S&AAC** in connection with the Project or the performance of Services under this Agreement. Confidential Information shall include, but not be limited to, samples, substances and other materials, conversations, correspondence, records, notes, reports and other documents, in draft or final form, including any documentation or data relating to the results of investigations, testing, sampling in laboratory or other analysis, and all conclusions, interpretations, recommendations and/or comments relating thereto.

(2) The term "S&AAC" as used herein includes all officers, directors, employees, agents, representatives and sub-consultants of the **S&AAC**.

The **S&AAC** shall mark all Confidential Information as "Privileged and Confidential" and keep all Confidential Information in a secure location within the **S&AAC** offices. The OP shall have the right, but not the obligation, enter the **S&AAC** offices in order to inspect the arrangements of the **S&AAC** or keeping the Confidential Information secure. No inspection by the OP shall relieve the **S&AAC** of the responsibility for the performance its obligations hereunder.

(b) The **S&AAC** shall hold the Confidential Information in trust and confidence, shall not disclose the Confidential Information or any portion thereof to any third party without the prior written consent of the OP, and shall not use Confidential Information or any portion thereof for any purpose whatsoever except in connection with the performance of the Services under the Agreement.

(c) The **S&AAC** shall notify the OP immediately upon receipt by the **S&AAC** of any request for Confidential Information. The **S&AAC** is not prohibited by this Clause from disclosing portions of the Confidential Information and to the extent that, such portions have become generally available to the public other than by an act or omission of the **S&AAC** or any of its subcontractors, or disclosure of such portions is required by subpoena, warrant or court order; PROVIDED, however, that in the event that any third party, including but not limited to a governmental employee, officer or entity, requests all or a portion of the Confidential Information, the **S&AAC** shall oppose such request and cooperate with the OP in obtaining a protective order or other appropriate remedy unless and until the OP in writing –

(i) waives compliance with the provisions of this Clause; or

(ii) determines that disclosure is legally required. In the event that such protective order or other remedy is not obtained, or the OP waives compliance with this Clause or determines disclosure is legally required, the **S&AAC** shall disclose only such portions of the Confidential Information that, in the opinion of the OP, it is legally required to disclose, and the **S&AAC** shall use its best efforts to obtain from the party to whom the Confidential Information is disclosed written assurance that confidential treatment will be accorded to such portions of the Confidential Information as are disclosed.

(d) To the extent the copies of documentary Confidential Information are authorized by the OP to be retained by the **S&AAC** they shall be retained in a secure location in the **S&AAC** office for a period of seven (7) years after completion of the Services or termination of this Agreement, and thereafter, disposed of at the OP's direction.

6. OP'S OWNERSHIP OF DOCUMENTS

Notwithstanding any other provision herein to the contrary:

- (a) Without payment of additional compensation to the **S&AAC**, any documents prepared by the **S&AAC** for this Project shall become the OP's property upon completion, cancellation, suspension or termination of the Services this Agreement and upon payment of all sums due to the **S&AAC** for work properly performed. Reproducible copies of the original documents shall be turned over to the OP at that time in a format reasonably acceptable to the OP.
- (b) Reuse of any of these documents by the OP shall be at the OP's risk.

The **S&AAC** shall be permitted to retain copies, including reproducible copies, of any or all documents for such use as it may require, except that use of any document without substantial modification shall be attributed to the OP and shall have the OP's prior written consent. Any such re-use by the **S&AAC** shall be at its own risk.

To the extent that the OP has paid for the **S&AAC** Services under this Agreement, the **S&AAC** hereby grants to the OP a non-exclusive, perpetual, royalty-free license to the intellectual property embodied in the documents prepared by the **S&AAC** in connection with the Project. The OP may make any changes, additions, and deletions thereto, all without further permission or consent of the **S&AAC**, although the **S&AAC** shall not be liable to the OP or any third party as a result of any such changes, additions, or deletions. The OP agrees to indemnify, defend and hold harmless the **S&AAC** from and against any damages, losses, costs or expenses (including reasonable attorneys' fees) arising out of any such changes, additions or deletions by the OP.

7. INDEMNIFICATION

The **S&AAC** agrees to indemnify, defend and hold harmless the OP, against any and all claims, losses, damages, liabilities, costs or expenses (including, without limitation, attorney's fees and costs of litigation and or settlement, whether incurred as a result of a claim by a third party or an indemnity hereunder) arising out of the Services performed pursuant to this Agreement, except to the extent arising out of the negligence or wilful misconduct of the Indemnified Party that is seeking to be indemnified.

8. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS OR DISCREPANCIES

In the case of conflicts, discrepancies, errors or omissions among the various parts of this Agreement, the **S&AAC** shall submit the matter immediately to the OP for clarification. Any Services affected by such conflicts, discrepancies, errors or omissions which are performed by the **S&AAC** prior to clarification by the OP shall be at the **S&AAC's** risk.

9. RESPONSIBILITY TO CORRECT DEFICIENCIES

It shall be the **S&AAC's** responsibility to correct, in a timely fashion and at the **S&AAC's** sole expense, any deficiency in its Services resulting from the **S&AAC's** failure to act in accordance with the Standard of Care, provided such deficiencies are reported to **S&AAC** within one hundred twenty (120) days after completion of the Services, i.e., on expiry of the Defects Liability Period.

10. TERMINATION

The OP may, by written notice to the **S&AAC** effective upon receipt, terminate this Agreement in whole or in part at any time (subject to the provisions of Clause 16 of this Agreement), either for the OP's convenience or for the default of the **S&AAC** provided, however, that such termination shall not relieve the OP of its obligation to pay charges justly due to

the **S&AAC** or Services properly performed and expenses properly incurred prior to such termination. Upon termination, the **S&AAC** shall deliver to the OP all documents required to be delivered pursuant to Clauses 6 and 7.

11. FORCE MAJEURE

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party, and which by that party's exercise of due diligence and foresight could not reasonably have been avoided. Upon removal of such cause, the party affected shall resume its performance as soon as reasonably possible. Neither the **S&AAC's** financial inability to perform nor an event, which could have been prevented had the **S&AAC** acted in accordance with the Standard of Care shall be deemed to be an event of Force Majeure.

12. WAIVER

The failure of the OP to enforce, at any time, the provisions of this Agreement does not constitute a waiver of such provisions in any way or waive the right of the OP at any time to avail itself of such remedies as it may have for any breach or breaches of such provisions. None of the conditions of this Agreement shall be considered waived by the OP unless such waiver is explicitly given in writing by the OP. No such waiver shall be a waiver of any past or future default, breach or modification of any of the terms or conditions of this Agreement unless expressly stipulated in such waiver.

13. GOVERNING LAW

This Agreement shall be governed by the laws of Montserrat, without regard to its conflict of law's provisions.

14. ENTIRE AGREEMENT AND SEVERABILITY

The rights and obligations of the parties, and their respective agents, successors and assignees hereunder shall be subject to and governed by this Agreement, including Schedules "A", "B", which supersedes any other understanding or writings between the parties. No changes, amendments or modifications of any of the terms and conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. The invalidity of one provision or invalid application thereof, of this Agreement shall not affect the validity of any other provision or any other application of any provision of the Agreement.

15. DISPUTE RESOLUTION

- (a) Any controversy or claim arising out of or relating to this Agreement or the breach hereof, shall be subject to good faith negotiation and/or mediation as a condition precedent to binding dispute resolution. The OP and the **S&AAC** will attempt in good faith to promptly resolve any controversy or claim arising out of or relating to this Agreement or the breach thereof by negotiations between representatives of each party who have authority to settle the controversy. The disputing party shall give the other party written notice of the dispute, which notice shall include a general description of the dispute, and the name and title of the individual who will represent that party. The representatives shall meet at a mutually acceptable time and place within seven (7) calendar days after the date of the disputing party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.
- (b) If good faith negotiations are not successful, the parties shall endeavour to resolve their disputes by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution.

but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 45 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If binding dispute resolution is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the mediators (s) and agree upon a schedule for later proceedings.

- (c) If the dispute has not been settled within 45 calendar days after the date of the disputing party's notice under Clause 15 (a) above, any lawsuit or proceeding regarding or relating to an unresolved dispute between the parties, regardless of whether there are other parties to the dispute, shall be commenced and filed in Montserrat.
- (d) The **S&AAC** shall and shall cause its sub consultants, if any, to continue full performance under this Agreement pending the above claim resolution procedures and the ensuing litigation proceedings, if any, unless and until either OP the **S&AAC** terminates this Agreement or the Final Completion Date occurs.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the dates set forth below, to be deemed effective as of the date first written above.

SEA AND AIR ACCESS CONSULTANCY (S&AAC):

.....

By: _____

Printed Name: _____

Title: _____

Dated: _____, 2018

Office of the Premier

By: _____

Printed Name: _____

Title: _____

Dated: _____, 2018

PART F – Terms of Reference

TERMS OF REFERENCE

DEVELOPMENT OF SEA & AIR ACCESS STRATEGY, IMPLEMENTATION & RESOURCING PLAN FOR MONTSERRAT

1. Brief Description

- 1.1.1 This is a short-term consultancy to support the Government of Montserrat (GoM) to update the strategic framework for sea and air access & connectivity for Montserrat, and to inform the procurement of a new ferry contract. Access is an essential component of every country's economic development agenda. Montserrat is no exception and, over the years since the start of volcanic activity in the mid-1990s, access to and from Montserrat has negatively impacted the island's economic development.
- 1.1.2 Adequate access & connectivity continues to be critical for Montserrat. Therefore, the Consultant will review previous work on access & connectivity, and complement this with research on appropriate connectivity modalities. This will result in an assessment of the technical, economic and financial feasibility of operating sea and air services and a clear implementation plan to deliver relevant recommendations of previous studies and this consultancy.
- 1.1.3 This Consultancy will produce two documents: (a) an Optimized Connectivity Strategy and (b) a Sea and Air Access Implementation and Resourcing Plan for Montserrat, which will detail the sea and air access & connectivity requirements.

2. Background and Rationale

2.1 Montserrat

- 2.1.1 Montserrat is a UK Overseas Territory (OT) located in the Caribbean. Montserrat is a full member of both the Organisation of Eastern Caribbean States² (OECS) and the Caribbean Community (CARICOM).
- 2.1.2 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 and Guadeloupe all being 20+ - 50+ miles away. Antigua currently has almost 900,000 visitors per year, and St Kitts over a million.

- 2.1.3 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. The airport in Gerald's was constructed with a short strip designed for aircraft such as the De Havilland Twin Otter (current services are based on the Britten-Norman Islander.) Since 2016 the Jaden Sun has been contracted to provide ferry services including both passenger and small cargo connectivity. Utilisation of both air and ferry services by visitors and Montserratians remains significantly under their maximum capacity, apart from a limited number of days in the year. This consequently requires large subsidies, especially with regard to the ferry service and raises concerns over the Value for Money (VfM) of the current access modalities.
- 2.1.4 The process of building a breakwater for Montserrat, in Little Bay has been initiated. In 2016 of 475 ships coming to Montserrat, 58 had to turn away due to poor sea conditions. This is unacceptable for cargo handling and undermines tourism development. For example, the growing St Patrick's Festival in March 2018 and the 2017/18 cruise ship season were affected by disruptions caused by rough seas that forced many vessels to turn away. The need for a breakwater has been identified as the main constraint to sea access and this will be addressed through the development of the breakwater from 2021.
- 2.1.5 Tourism is one of Montserrat's most promising exports and its growth will be supported by efficient access 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.
- 2.1.6 Key documents to be reviewed are the 2017 Coffey report, the recent Economic Growth Strategy and Implementation Plan, as well as Montserrat's Sustainable Development Plan, Physical Development Plan, and Montserrat Tourism Master Plan 2015-2025. The Coffey report provides recommendations which should be reflected in an updated Connectivity Strategy and a clear implementation plan. Such an approach, duly informed by wider sustainable development, resiliency and value for money considerations (ethics/equity, effectiveness, efficiency and economy), should then justify strategic options in light of commercial, economic & development, resiliency and welfare trends, issues and opportunities.

2.2 Regional Context

- 2.2.1 Montserrat is part of the Eastern Caribbean (EC) which is a group of Islands within the Lesser Antilles that forms an arc on the boundary between the Caribbean Sea and the Atlantic Ocean lying east of Puerto Rico and extending towards Tobago and Trinidad off the Venezuelan coast.

- 2.2.2 In light of the limited geographic and economic size of Montserrat, creating enlarged market access through better interconnectivity and logistics among the islands is considered a cornerstone to support enhanced private sector growth opportunities. The updated strategy and implementation plan will support these goals by exploring possibilities for an enhanced sea and air service provision that would facilitate the movement of tourists, people and goods to and from Montserrat.
- 2.2.3 Tourism is one of the key economic pillars of Montserrat and as such has an important role to play. As part of the mix there is a strong case for increasing cruise passenger numbers and spending (especially in anticipation of greater port capacity from 2021 onwards), and to increase arrivals of day trippers; as well as stay-over tourists that arrive via ferry and air. Among the challenges that hinder growth of stay-over tourism has been a lack of intra-regional travel, which is constrained by low demand and disruptions to ferry services during poor weather conditions. This study should consider regional comparative cases such as St Barths, Guadeloupe, St Maarten, Antigua and Barbuda and St Kitts and Nevis, with a particular view to options for building up the tourist sector.

3. Summary of Objectives

3.1.1 The Consultancy has two main objectives:

- To review and improve the VfM of basic access provision modalities. A key question answered by the consultancy should be what is the most cost-effective option to provide reliable fit-for-purpose access to Montserrat at an affordable price for the people of Montserrat, and what combination of ferry and aircraft sizes and types can provide adequate access at the lowest reasonable cost, bearing in mind the need to open up room for economic growth and development across time. This should take into consideration other factors such as comfort, speed and reliability (the consultancy should also provide evidence on these). Reliable access at reasonable costs is critical for Montserrat and must be maintained, but the current combination of vessel and aircraft types may not be the most cost effective way of providing this, given very low utilisation rates for most of the year, and;
- To integrate the recommendations of the Coffey report into a revised Optimized Connectivity Strategy, review how recommendations of this review have been implemented to date and what actions need to be taken in the short to medium-term. This will take the form of a:
 - **Optimised Connectivity Strategy** providing the two-way transport connectivity needs for Montserrat and Montserratian businesses, including taking into consideration:
 - Investment in the planned breakwater/quay construction;
 - Operational improvements in fit-for-purpose air and ferry services;
 - Supporting institutional development and capacity building, and;
 - A ferry pricing & concessions policy.
 - **Connectivity Implementation & Resourcing Plan:** Complete an Implementation & Resourcing Plan, based on the updated Strategy. This Plan must present a series of actions (investment, operational and institutional related, spread over a short-term Immediate

Action Plan period), plus an appropriate number of interventions extending into the medium-term, and a detailed Risk Analysis and Monitoring and an Evaluation Framework.

Air Access Connectivity

- 3.1.2 The strategy and implementation plan will look at the current state of air access and will further explore ways to combine air access efficiency in the context of increasing the number of arrivals in Montserrat. Based on the Coffey Report and other relevant documents, it will identify concrete deliverables which will enhance the air access in and out of Montserrat. The implementation plan will identify and recommend the optimal aircraft for the John A Osborne Airport considering performance, safety aspects and development of commercial opportunities given current and potential future demand. Suggestions regarding integration into booking networks would also be relevant.

Sea Access Connectivity

- 3.1.3 The implementation plan will look at the current state of sea access and will further explore ways to combine sea access efficiency and safety in the context of the possible goal of increasing the numbers of arrivals in Montserrat, while reducing over time the average subsidy per passenger.
- 3.1.4 The Ferry Pricing Policy (FPP) will look at ways in which concessions and policy measures can increase numbers as well as revenue and try to balance the two. It will identify concrete deliverables which will enhance the sea access in and out of Montserrat, and improving the VfM of sea access. The current short-term contract with the ferry provider must be renewed soon, so the study should form the evidence base to contract a new longer-term provider.
- 3.1.5 The study should focus on the next 2-5 years, to inform the procurement of a new ferry service. The main focus should be on connectivity between Antigua to Montserrat.

4. Beneficiaries

- 4.1.1 The beneficiaries will be the Government of Montserrat, and key stakeholders (such as air & sea operators, travel agents, tour and taxi operators, private sector businesses and the travelling public).

5. Methodology

- 5.1.1 This assignment shall be carried out in two distinct parts each involving specific tasks as described below:

Part A is designed to assess business options and develop a sound business case for sea and air service for Montserrat. This includes a number of options for ferry services and ways in which it would be able to better connect with airline services, both on island and with international markets.

This part will collect and review information on:

- Detailed current passenger numbers between Montserrat and Antigua, including an assessment of seasonality and the occurrence of demand during periods of

peak traffic (incl. Christmas and St. Patrick's festival), while taking into consideration evidence on regional transport assessed in the Coffey Report. A study of the local sea crossing environment to inform the optimal vessel type. Such study would benefit from looking in more detail at what works and what does not within the short-distance Caribbean ferry market, with an aim to provide a safe, comfortable, popular and sustainable lifeline ferry service, with minimal subsidy requirement.

Part B is designed to update the framework for Air and Sea Connectivity to achieve the operation of the sea and air services, that were identified in Part A. This will include the drafting of an updated Optimized Connectivity Strategy and Implementation Plan, including a Ferry Pricing and Concessions Policy.

- 5.1.2 The strategy and implementation plan will be based on an evidence-based review of suitable options for the most cost-effective combination of vessel and aircraft types and sizes (including a potential seasonal approach such as contracting an additional vessel during St Patrick's festival). This will take into consideration current and future baseline and peak demand and expected costs as well as comfort, safety, speed reliability and availability of regional providers as reviewed in Part A.
- 5.1.3 All parts of the study are expected to run concurrently and the Consultant is expected to deliver each in a harmonized and logical manner. The Consultant shall be responsible for evolving an appropriate methodology based on the tasks as elaborated in the scope of work below. The Consultant shall furthermore undertake all fieldwork and ensure all data gathered is quality assured and corrected wherever appropriate. The Consultant shall keep a record of all information collected and present this in a manner that allows statistical comparisons to be made. Qualitative assessments must be backed up by case studies and relevant industry examples.
- 5.1.4 A degree of proportionality and simplicity should be applied to all documents, as the complexity of previous studies has led to slow implementation, to date.

6. Deliverables

- 6.1.1 The Consultancy is expected to achieve the following deliverables at the end of the contractual engagement:
 - a. Updated Optimised Connectivity Strategy, that factors in previous work, such as the Coffey Report, and;
 - b. Access & Connectivity Implementation & Resourcing Plan, based on the updated Strategy. Key elements, include Risk Analysis and Monitoring and Evaluation.

6.1.2 The sequencing of the outputs of the Consulting Services will be:

- i. An **Inception Report**, which has to be submitted 1 week after the commencement of the assignment. This Report shall summarise the Consultants' initial findings and will present a first assessment of available data. The Inception Report shall also contain:
 - a. details regarding the methodology to be applied by the Consultant during the preparation and finalisation of the consultancy;
 - b. an outline of activities expected to be completed until the date of the presentation of subsequent reports, and;
 - c. an established matrix, defining the schedule of stakeholder engagements, reporting format and timelines and other pertinent related activities;
- ii. **Recommendations for ferry and aircraft types and new ferry contract** with a view to enhancing the VfM of basic access provision. This has to be submitted 3 weeks after the commencement of the assignment.
- iii. **Draft Updated Strategy** including a detailed Management Plan and Institutional Framework, which has to be submitted 6 weeks after the commencement of the assignment;
- iv. **Updated Strategy**, which will be presented 8 weeks after the commencement of the assignment and feedback from GoM, to include all areas outlined and preparation of the necessary Cabinet papers to present all findings and seek approval;
- v. **Implementation & Resourcing Plan**, which will be presented 2 weeks, after Cabinet's approval of the Updated Strategy.

7. Payment Schedule

Deliverable/Output	Timeline	Payment
Mobilization Payment	Upon signing of Contract	10%
Inception Report	One (1) week	10%
Ferry and aircraft recommendations	Two (2) weeks	20%
Updated Strategy	Five (6) weeks	40%
Implementation and Resourcing Plan	Two (2) weeks	20%

8. Consultant Qualifications

- 8.1.1 The consulting services shall be carried out by a Consulting Firm³ with experience in: the economics sea and air transportation; vessel and port operations; transport planning; project finance and public-private partnerships; procurement and contract management; and, social and environmental management. Knowledge of and experience in the Caribbean regional market will be essential.

² The lead consultancy can secure the services of specialists to inform and provide input to the combined sea and air services consultancy

9. Reporting

- 9.1.1 The Consultant shall report to the Permanent Secretary (PS) of the Office of the Premier, to provide updates, progress reports and deliverables on an agreed Schedule for onward submission to Cabinet. An Air and Sea Access Connectivity Committee, which includes the Financial Secretary will be set up to support the PS with the monitoring and evaluation of this Consultancy. In addition, the Consultant shall liaise with the Access Coordinator on a regular and scheduled basis, to ensure logistics support and coordination.

PART G - BIDDERS RESPONSE

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1 RFP Document Checklist

Project Title: **Sea and Air Access Consultancy**

Date RFP advertised: **Thursday 8th November 2018**

Request for Proposal submission deadline Date: **Wednesday 28th November 2018**

Request for Proposal submission deadline Time: **12:00pm**

Below are the following documents that must be submitted for a consultant's proposal to be valid. Bidders are asked to supply and tick off the following information. Failure to provide any of the stated documents will result in the proposal being considered non-compliant and rejected.

The below documents should be presented with their proposal to ensure that their proposal is valid.

Signed Form of Request for Proposal (Including time for completion and notice period) ☐

Tax Compliance Certificate (If locally registered in Montserrat) ☐

Signed Anti-Collusion Statement ☐

Bidders Company Details ☐

Completed Technical Questionnaire ☐

Cost Breakdown Proposal ☐

.....
Bidders Authorized Signature

.....
Date

2 Form of Request for Proposal

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

Dear Sir/Madam;

Re: Sea and Air Access Consultancy

I/We the undersigned undertake to complete the above Services in accordance with the General Conditions of Contract, Terms of reference and for the sum of:

EC\$

.....
(Amount in Words):

.....
.....
If my/our proposal is accepted, I/We undertake to commence the Services within _____ **days** from the date of the contract signing, and complete the services within _____ **days** from the date of the contract signing.

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

I/We confirm this proposal shall remain valid for a period of 90 days from the date of submission of this proposal.

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

Name:

Signed:

Name of firm (If Applicable):

Address:

.....
Tel #:

Email Address:

Date:

3 Proposal Submission Anti-Collusion Certificate

I/WE CERTIFY THAT THIS PROPOSAL IS MADE IN GOOD FAITH, AND THAT WE HAVE NOT FIXED OR ADJUSTED THE AMOUNT OF THE PROPOSAL 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 PROPOSAL PRICE OR ANY OTHER FIGURES OR OTHER INFORMATION IN CONNECTION WITH THE PROPOSAL 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-CONSULTANT (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 PROPOSALING EXERCISE

ENTER INTO ANY AGREEMENT OR ARRANGEMENT WITH ANY PERSON THAT THEY SHALL REFRAIN FROM PROPOSALING, THAT THEY SHALL WITHDRAW ANY PROPOSAL ONCE OFFERED OR VARY THE AMOUNT OF ANY PROPOSAL 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 PROPOSAL OR PROPOSED PROPOSAL 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 PROPOSAL 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-CONSULTANTS, SUPPLIERS AND ASSOCIATED COMPANIES PROVIDING SERVICES OR MATERIALS CONNECTED WITH THE PROPOSAL AND ANY CONTRACT ENTERED INTO WITH SUCH SUB-CONSULTANTS, 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 PROPOSAL BEING DISQUALIFIED AND MAY LEAD TO CRIMINAL OR CIVIL PROCEEDINGS. THE GOVERNMENT OF MONTserrat SHALL TREAT ANY PROPOSAL 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 SERVICES OR WHO MAY NOW OR AT ANY TIME IN THE FUTURE HAVE STATUTORY POWER TO REQUIRE DISCLOSURE OF THIS PROPOSAL.

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 PROPOSAL IS MADE.

SIGNATURE:

IN CAPACITY OF:

DATE:2018

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

NAME OF FIRM:

FULL POSTAL ADDRESS:

.....

.....

CONTACT #:

4 Project Experience

This is for information only and will not be scored as part of the evaluation

4.1 Please list at least 2 projects successfully completed in the last 5 years that is of a similar nature.

NO	PROJECT DESCRIPTION	CLIENT	PROJECT VALUE (US\$)	PROJECT DURATION (MM/YR)	
				START	END
1					
2					
3					
4					
5					

5. Technical Questionnaire Criteria Evaluation

Quality will be measured upon evaluation of Bidders' responses to the Technical Questionnaire. Each question in the Technical Questionnaire is marked using the following scoring methodology:

Scoring - Quality Criteria	
Rating of Response	Score
Very Good or Fully Compliant Submission which meets all requirements and is fully explained in comprehensive detail. Clearly includes all the information requested and instils full confidence that the Tenderer has the ability to fully meet the requirements of the Contract.	9 – 10
Good or Fully Compliant Submission which meets all the requirements and is explained in reasonable detail. Includes all the information requested and instils reasonable confidence that the Tenderer has the ability to fully meet the requirements of the Contract.	7 – 8
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.	5 – 6
Weak or Partially Compliant (Minor issues) Submission which in some areas falls short of requirements and is poorly explained. Not all of the information requested has been supplied and The Council has minor concerns regarding the Tenderers ability to meet the requirements of the Contract.	3 – 4
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.	1 – 2
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

6. Technical Questionnaire

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 proposal.

Technical Questionnaire

Please provide responses to the questions in the sections marked Bidders response.
The percentages in brackets indicate the total points available for each section.

Experience (Total 24%)
Question 1: (6%) Outline your experience of: the economics of sea and air transportation; vessel and port operations; and transport planning;
<i>Bidders response:</i>
Question 2: (6%) Outline your experience of: project finance and public-private partnerships; procurement and contract management;
<i>Bidders response:</i>
Question 3: (6%) Outline your experience of: social and environmental management.
<i>Bidders response:</i>
Question 4: (6%) Describe your knowledge of and experience in the Caribbean regional access market.

Bidders response:
Expertise (Total 52 %)
Question 5 (5%) The lead consultancy can secure the services of specialists to inform and provide input to the combined sea and air services consultancy. How will these be secured and over what period of time. What assurances can be provided over the quality of these specialists?
Bidders response:
Question 6: (2%) Describe your expertise in the production of complex business cases and options appraisals
Bidders response:
Question 7 (15%) You are required to produce a study of the local sea crossing environment including what works and what does not within the short-distance Caribbean ferry market, with an aim to provide a safe, comfortable, popular and sustainable lifeline ferry service, with minimal subsidy requirement. How would you carry out this study?
Bidders response:
Question 8 (15%) How would you produce the Ferry Pricing and Concessions Policy and mitigate any risk that it may fail to achieve its objectives?

Bidders response:
Question 9 (15%) <p>The consultant must produce an Implementation & Resourcing Plan which must present a series of actions (investment, operational and institutional related, spread over a short-term Immediate Action Plan period), plus an appropriate number of interventions extending into the medium-term, and a detailed Risk Analysis and Monitoring and an Evaluation Framework. Please describe your expertise relating to this work</p>
Bidders response:
Project Delivery (Total 24 %)
Question 10 (10%) <p>Describe your approach to stakeholder engagement and provide examples of where you have achieved this successfully in previous projects.</p>
Bidders response:
Question 11 (6%) <p>Describe your approach to project management and include project management tools that you will utilise to deliver the scope of services, outputs and deliverables.</p>
Bidders response:
Question 12 (4%) <p>The Consultant is required to undertake all fieldwork and ensure all data gathered is quality assured and corrected wherever appropriate. The Consultant shall keep a record of all</p>

information collected and present this in a manner that allows statistical comparisons to be made. How will this be done?

Bidders Response:

Question 13 (4%)

Qualitative assessments underpinning the final strategy must be backed up by case studies and relevant industry examples. How will you obtain these?

Bidders Response:

Question 14 (Not scored)

What resources will you dedicate to the completion of this project?
Please include your availability, on site and off site, working days and hours.

Bidders Response:

Schedule A - Key Deliverables

Please complete fully and return with RFP submission

Failure to provide the information in your tender submission may lead to your tender being disqualified.

The Consultant shall deliver the outputs specified below and indicate timelines for each output. Remuneration will be provided on the completion of each Deliverable. The project is to be completed within 10 weeks, from inception to completion.

Deliverables	Day Rate	Number of consultant days	Cost/ Remuneration	Completion Date
<p>1. An Inception Report, which has to be submitted 1 week after the commencement of the assignment. This Report shall summarise the Consultants' initial findings and will present a first assessment of available data. The Inception Report shall also contain:</p> <p>a) Details regarding the methodology to be applied by the Consultant during the preparation and finalisation of the consultancy;</p> <p>b) An outline of activities expected to be completed until the date of the presentation of subsequent reports, and;</p> <p>c) An established matrix, defining the schedule of stakeholder engagements, reporting format and timelines and other pertinent related activities;</p>				
<p>2. Recommendations for ferry and aircraft types and new ferry contract with a view to enhancing</p>				

the Value for Money of basic access provision. This has to be submitted 3 weeks after the commencement of the assignment – given the urgency to renew the current contract.				
3 Draft Updated Strategy including a detailed Management Plan and Institutional Framework, which has to be submitted 6 weeks after the commencement of the assignment				
4. Updated Strategy , which will be presented 8 weeks after the commencement of the assignment and feedback from GoM, to include all areas outlined and preparation of the necessary Cabinet papers to present all findings and seek approval;				
5. Implementation & Resourcing Plan , which will be presented 2 weeks, after Cabinet's approval of the Updated Strategy.				