



## **Office of the Premier**

**P.O. Box 292, Government Headquarters, Brades, Montserrat**  
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Invitation to Tender  
for  
Ferry Agency Service  
at the Ferry Terminals  
in Montserrat and Antigua

## Invitation to Tender

**Procurement Details – This is an indicative timetable and may be subject to change.**

<b>Project Details</b>	<b>Deliverable</b>
<b>ITT for Ferry Agency Service At the Ferry Terminals in Montserrat and Antigua</b>	Date Published on Government of Montserrat Website and myTenders <b>Friday 15th August 2019</b>
<b>Access to the ITT Suite of Documents</b>	Hard copies can be downloaded from the Government of Montserrat website at <a href="http://www.gov.ms/tenders/">http://www.gov.ms/tenders/</a> .  Electronic tender packs can be downloaded, completed and submitted via the myTenders Portal at <a href="https://www.mytenders.co.uk/">https://www.mytenders.co.uk/</a> . If you are intending to make an electronic submission to this tender, please register your interest on myTenders at the earliest opportunity. Please ensure that you allow sufficient time to upload your documents.
<b>Clarification deadline and contact details</b>	Monday 2 <sup>nd</sup> September 2019
<b>ITT submission deadline</b>	Wednesday 11 <sup>th</sup> September 2019, no later than 12.00 midday
<b>Tender Submission address</b>	The Chairperson Public Procurement Board, Ministry of Finance and Economic Management, Brades, Montserrat, MS1110
<b>Contract Commencement – this is an indicative date and maybe subject to change.</b>	October/November 2019
<b>Contract Period</b>	1 year with the possibility of an extension for a further 2 years' dependent upon funding availability and GoM strategic objectives. The extensions will be on an annual basis of 1+1 years.

## Invitation to Tender for Ferry Agency Service at the Ferry Terminals in Montserrat and Antigua

The Government of Montserrat (GoM) through the Office of the Premier (OOP) and with support from the Access Division is issuing this Invitation to Tender (ITT). Our intention is to seek Bids from reputable companies for Ferry Agency Service at the ferry terminals in Montserrat and Antigua. The current contracted service is delivered by 2 separate agencies (1 in Montserrat and 1 in Antigua). The aim of the GoM is to contract with a single ferry agent to carry out the agency services at both locations, Montserrat and Antigua.

The Government of Montserrat's main objectives are to identify an agent to provide a high quality service at the ferry terminals in Montserrat and Antigua. The service must include cargo handling, ticketing and an agent for the ferry operations. Companies are invited to submit bids in accordance with the requirements contained within this ITT.

ITT documents can be accessed by visiting the two websites below:

- Electronic Tender 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/>

This ITT suite of documents include the following:

1. Invitation Letter
2. Instructions to Bidders
3. Terms of Reference/Scope of Work
  - Service Specification
  - Reporting
  - Ferry Schedule
  - Passenger Levels and Services required
4. Evaluation Criteria
5. Technical Questionnaire
6. Form of Tender
7. Mandatory Requirements and obligations and undertaking
8. Anti-Collusion Certificate
9. Document Compliance Checklist

Any clarifications or queries relating to the Tender should be submitted via the myTenders Portal <http://www.mytenders> or in writing to MS Harjinder Jutle at [Jutleh@gov.ms](mailto:Jutleh@gov.ms) and must be copied to Mrs. Daphne Cassell at [Daphne Cassell CASSELLD@gov.ms](mailto:CASSELLD@gov.ms) no later than 12:00 midday on Wednesday 2<sup>nd</sup> September 2019.

**Deadline for submission of tenders is 12:00 midday on Wednesday 11<sup>th</sup> September 2019.**

**Tender opening will be on 11<sup>th</sup> September at 2.00pm.**  
**INSTRUCTIONS TO BIDDERS**

## **1.0 General**

The following instructions have been included for advice and guidance for the completion and submission of Tenders. Please ensure that you read the instructions before completing your ITT. Tenders that are found to have not complied with the instructions shall be rejected for noncompliance.

- 1.1** Each Bidder is required to:
1. Examine the ITT and any documents referenced in the ITT 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 tax obligations and other 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.
- 1.2** 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.
- 1.3** 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.
- 1.4** The Authority or Government of Montserrat shall not be committed to any course of action as a result of:
- issuing this ITT 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.
- 1.5** Bidders shall accept and acknowledge that by issuing this ITT 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 Submissions are invited.
- 1.6** The Authority reserves the right to amend, add to or withdraw all or any part of this ITT at any time during the procurement exercise.

## 2.0 Type of Contract

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

## 3.0 ITT Checklist

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

## 4.0 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, if 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. Submissions 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](mailto:irev@gov.ms)

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

## 5.0 ITT Validity

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

## 6.0 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 timetable, it reserves the right to do so at any stage.

DATE	ACTIVITY
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<b>15th August 2019</b>	<b>ITT published on the GoM website (<a href="http://www.gov.ms/tenders">www.gov.ms/tenders</a>) and on myTenders website (<a href="https://www.mytenders.co.uk/">https://www.mytenders.co.uk/</a>)</b>
<b>2<sup>nd</sup> September 2019</b>	<b>Submission deadline for clarifications</b>
<b>11<sup>th</sup> September 2019</b>	<b>ITT Return Date (Submission Deadline) at 12:00 noon Eastern Caribbean Time or 17:00hrs UK time</b>

## **7.0 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 contact the named persons in the Invitation Letter.

**7.2** All communications should be clearly headed and include the name, contact details and position of the person seeking the clarification.

## **8.0 Alternative Proposal**

**8.1** Bidders are not allowed to submit alternative Submissions.

## **9.0 Insurance**

**9.1** The successful Bidder must submit details of their insurance proposal in relation to carrying out this service.

## **10.0 Submission of Bids**

**10.1** Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Submissions. 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 Submissions

**10.3.** All Submissions will be arithmetically checked and 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 priced Submission and has the right to accept and reject any Proposal offers.

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

**10.6. Submitting a bid (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 administratively non-compliant and rejected.

### **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)*

**ITT for Ferry Agency Service at the Ferry Terminals in Montserrat and Antigua.  
The Chairman, Public Procurement Board,  
Ministry of Finance and Economic Management  
P.O. Box 292, Brades, Montserrat, MSRI110**

3. Now put this envelope into another plain envelope.

### **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:

**ITT for Ferry Agency Service at the Ferry Terminals in Montserrat and Antigua  
The Chairman,  
Public Procurement Board  
Ministry of Finance and Economic Management  
P.O. Box 292, Brades, Montserrat, MSRI110**

***\*NB: Envelope 2 must not have the Bidders name on it or any other markings. Failure to comply with this requirement will lead to your submission being deemed non-compliant and not considered any further.***

**Tenders are to be delivered to the address above. Tenderers will be given a receipt.**

## **11.0 Clarifications and Queries Relating to the ITT**

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 endeavor 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 email to [Jutleh@gov.ms](mailto:Jutleh@gov.ms) and copied to [Casselld@gov.ms](mailto:Casselld@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 whenever clarification is sought.

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.

**120 Evaluation of Submissions**

12.1 The evaluation process will be conducted to ensure that Submissions are evaluated in line with the published criteria.

12.2 The following evaluation criteria will be used to evaluate Submissions 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 Submissions 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 also carries a weighting of 50%.

**EVALUATION MATRIX**

<b>Evaluation Category</b>	<b>Weighted Score (%)</b>
Administrative Evaluation	Pass/Fail
Financial Evaluation	50 %
Technical Evaluation	<p>50 % out of 100% will be apportioned to this section.                      (this is split into the following below and weighted out of 100 percent)</p> <p>Technical Questionnaire = 100%</p> <ul style="list-style-type: none"> <li>• Bidders Experience: 55 %;</li> <li>• Bidders Expertise: 45 %.</li> </ul>

**12.3. Administrative Compliance (PASS/FAIL)**

12.3. I. Bidders must submit all the documents requested in the ITT. The ITT checklist provides a list of requirements which need to be fulfilled. All Bidders are required to fully complete the Form of Tender including the

commencement time and the proposed completion time which are highlighted. In addition, they need to fully complete the ITT 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 will be scored on a Pass/Fail basis. 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 **shall be** deemed non-compliant and the tender will be rejected.

**12.4 Financial Evaluation (50%)**

**12.4.1** Bidders must complete the Form of Tender and return it with their ITT submission. The 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 bidders. Bidders must submit all the documents requested in the ITT document. The ITT checklist provides a list of requirements which need to be fulfilled.

**12.5 Technical Questionnaire (Total weighting 50%)** Complete Technical Questionnaire

**12.6 Bidders Previous Experience**

**12.6.1** 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 ITT. 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. The chart below must be fully completed.

**Bidders Previous Similar Contract Experience**

<b>Name of Previous Contract</b>	<b>Entity or person for which work was completed</b>	<b>Contact information for entity or person</b>	<b>Value of the services performed</b>	<b>Location of the services performed</b>
1.				
2.				

**13.0 Award of Contract**

**13.1** The Public Procurement Board will inform all bidders of the outcome after the evaluation process has been completed.

**Service Contract:**

This Agreement ("the Agreement") effective as of the \_\_\_\_\_ day of September 2019 is by and between....., an entity having a mailing address of

..... 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 submit this ITT for Ferry Agency Services for Montserrat & Antigua (**FERRY AGENCY**) to provide services and to undertake the objectives set out in the Terms of Reference; and

WHEREAS, the **FERRY AGENCY** desires to perform such services as described in this Agreement.

NOW, THEREFORE, the **OP** and the **FERRY AGENCY** hereby agree as follows:

**1. ITT FOR AGENCY SERVICES FOR MONTSERRAT & ANTIGUA**

The **AGENCY CONTRACT** 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 **AGENCY CONTRACT** 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 **AGENCY CONTRACT** shall be solely responsible for determining the means and methods of performing the Services and shall have complete charge and responsibility for the **AGENCY CONTRACT** personnel engaged in the performance of the Services.

### 3. ASSIGNMENT

The **AGENCY CONTRACT** 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 or 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 **AGENCY CONTRACT**.

### 4. COMPENSATION AND PAYMENT

For satisfactory performance of the Services, or as may be modified by mutual agreement, the OP agrees to compensate the **AGENCY CONTRACT** 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 **AGENCY CONTRACT** from or through the OP or any other person connected with the Project, or developed or otherwise received or obtained by the **AGENCY CONTRACT** 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 "**AGENCY CONTRACT**" as used herein includes all officers, directors, employees, agents, representatives and sub-consultants of the **AGENCY CONTRACT**.

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

(b) The **AGENCY CONTRACT** 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 the Confidential Information or any portion thereof for any purpose whatsoever except in connection with the performance of the Services under the Agreement.

(c) The **AGENCY CONTRACT** shall notify the OP immediately upon receipt by the **AGENCY CONTRACT** of any request for Confidential Information. The **AGENCY CONTRACT** is not prohibited by this Clause from disclosing portions of the Confidential Information if, and to the extent that, such portions have become generally available to the public other than by an act or omission of the **AGENCY CONTRACT** 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 **AGENCY CONTRACT** 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 **AGENCY CONTRACT** shall disclose only such portions of the Confidential Information that, in the opinion of the OP, it is legally required to disclose, and the **AGENCY CONTRACT** 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 **AGENCY CONTRACT**, they shall be retained in a secure location in the **AGENCY CONTRACT** 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 **AGENCY CONTRACT**, any documents prepared by the **AGENCY CONTRACT** for this Project shall become the OP's property upon completion, cancellation, suspension or termination of the Services or this Agreement and upon payment of all sums due to the **AGENCY CONTRACT** 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 **AGENCY CONTRACT** 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 AGENCY CONTRACT shall be at its own risk.

7. To the extent that the OP has paid for the AGENCY **CONTRACT Services** under this Agreement, the AGENCY **CONTRACT hereby** grants to the OP a non-exclusive, perpetual, royalty-free license to the intellectual property embodied in the documents prepared by the **AGENCY CONTRACT** in connection with the Project. The OP may make any changes, additions, and deletions thereto, all without further permission or consent of the **AGENCY CONTRACT**, although the **AGENCY CONTRACT** 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 **AGENCY CONTRACT from** and against any damages, losses, costs or expenses (including reasonable attorneys' fees) arising out of any such changes, TERMINATION

The OP may, by written notice to the **AGENCY CONTRACT** effective upon receipt, terminate this Agreement in whole or in part at any time (subject to the provisions of Clause 6 of this Agreement), either for the OP's convenience or for the default of the **AGENCY CONTRACT** provided, however, that such termination shall not relieve the OP of its obligation to pay charges justly due to the **AGENCY CONTRACT** or Services properly performed and expenses properly incurred prior to such termination. Upon termination, the **AGENCY CONTRACT** shall deliver to the OP all documents required to be delivered pursuant to Clauses 6 and 7.

## 8. 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 **AGENCY CONTRACT's** financial inability to perform nor an event, which could have been prevented, had the **AGENCY CONTRACT** acted in accordance with the Standard of Care shall be deemed to be an event of Force Majeure.

## 9. 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.

## 10. GOVERNING LAW

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

## 11. 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 understandings 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.

## 12. 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 **AGENCY CONTRACT** 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 endeavor 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 (b) 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 **AGENCY CONTRACT** 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 or the **AGENCY CONTRACT** 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.

**ITT FOR FERRY AGENCY SERVICE FOR MONTSERRAT & ANTIGUA (AGENCY CONTRACT):**

**By AGENCY CONTRACT:** .....

**PRINT NAME & TITLE:** .....  
**DATED:** ..... **September 2019.**

**OFFICE OF THE PREMIER:** .....

**PRINT NAME & TITLE:** .....

**DATED:** .....**SEPTEMBER 2019**

**13. INDEMNIFICATION**

The **AGENCY CONTRACT** 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 willful misconduct of the Indemnified Party that is seeking to be indemnified.

#### **14. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS OR DISCREPANCIES**

In the case of conflicts, discrepancies, errors or omissions among the various parts of this Agreement, the AGENCY CONTRACT 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 AGENCY CONTRACT prior to clarification by the OP **shall** be at the AGENCY CONTRACT's risk.

#### **15. RESPONSIBILITY TO CORRECT DEFICIENCIES**

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

## **TERMS OF REFERENCE FERRY AGENCY SERVICE**

### **INTRODUCTION:**

The Government of Montserrat's aim is to identify agents to provide an excellent, high quality customer service at the ferry terminals in Montserrat and Antigua. As part of the service, an agent for Ferry operations and cargo handling service is required. The services must meet the needs of the ferry operation. Potential bidders are invited to submit bids for the provision of ferry agency services to include both the Montserrat and Antigua Ferry Terminals on behalf of the Government of Montserrat.

### **BACKGROUND:**

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

Montserrat is a mountainous little gem in the Lesser Antilles chain of islands nestled between Antigua and Barbuda, St Kitts and Nevis and Guadeloupe. Montserrat has a population of 4,950 (2014 estimate) with a land area 16 km long and 11 km wide. It has a rich mixture of African, North American, and European influences. The official language of Montserrat is English. Montserrat was very well integrated in the 1990's with a population peaking at around 14,000; with a regional airport and cruise ship terminal with a capacity for handling 45,000 tourists per year.

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

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

In 2005, the Gerald's airport was opened and air was the main mode of transportation as the regular ferry operations ceased. A 19 seater twin otter aircraft operated scheduled flights between Montserrat and Antigua and this service was subsidized by DFID. In 2010, the service provider of the twin-otter aircraft exited the market. Scheduled flights to Montserrat from 2010 onwards were facilitated by 7 seater islander aircrafts supplied by two air operators who are both private entities.

Due to the current cost of the airfare and the capacity of the aircrafts, the Government of Montserrat (GoM) reintroduced a scheduled ferry service in 2013. However, the service was halted for an eight-month period, April-November in 2016.

Since 2016 to the present, the ferry service operates on a regular basis with scheduled services 6 days per week.

The ferry service is subsidized by DFID and facilitate the movement of people and cargo between Montserrat and Antigua. It allows for Montserrat to target tourists in Antigua as well as inter-regional trade. Persons are also able to access international markets via a reasonable cost of transportation and access to healthcare and other social goods.

The Government of Montserrat is committed to ensuring that the ferry operation is seamless. To achieve this, GoM would require a single individual or company with the relevant experience, competence and capability to work as ferry agents at both Ports of entry, that is Montserrat and Antigua.

### **OBJECTIVES:**

The Government of Montserrat's objective for the Ferry Agency Services are as follows:

- To provide excellent customer service to passengers who travel between  
Montserrat and Antigua via  
ferry;
- An intermediary to liaise with stakeholders of sea access to include Internal Border Control Unit, Immigration Department, Customs and Excise Departments, Ferry Operator and Fuel Suppliers in both countries, and;
- To provide small to medium cargo handling services at the Ports of entry, Montserrat and Antigua.

### **DELIVERABLES/SPECIFIC OUTPUTS:**

The Agent will be expected to undertake the following tasks:

- (a) Ensure that all prescribed forms are completed and secured for recording purposes at the end of each day the service is operated.
- (b) Maintain an accurate and up-to-date database of statistics on the ferry service for easy reference and retrieval as and when required.
- (c) Organize the collecting of payments in cash from all passengers and non-passengers who may wish to move cargo using the Service.
- (d) Ensure that adequate measures are in place for the safety and security of all revenue received in the operation of the service, including revenue collected under paragraph (c) above.
- (e) Ensuring that proper accounting procedures are used for the recording of all monetary transactions in relation to the Service.
- (f) Deposit or transfer all revenue collected in relation to the Service to the Treasury Department or agreed financial institution and designated bank account.

- (g) Maintain a close liaison with the Ferry Captain and fuel supplier to facilitate the supply and delivery of fuel should a supply of fuel become necessary whilst docked at any one of the Ports of Entry.
- (h) Organize and ensure that all passengers and cargo are checked-in and that all processing services including ticketing have been completed; Provided that the Agent shall consult with the ferry captain who shall decide whether the passenger and cargo load and sea conditions will affect the safety of the ferry.
- (i) Be responsible for the making of arrangements to accommodate late arrival of passengers from International flights into VC Bird airport whenever necessary; Provided that the Agent may delay the ferry's departure for no more than one (1) hour and must receive the approval of the Access Coordinator or the Permanent Secretary for any period beyond the hour.
- (j) Complete all paperwork required by the relevant Customs Service for the operation of the Service.
- (k) Be responsible for the completion of **all** berthing applications, clearance and other duties required to facilitate the accommodation of the ferry and its activities in any port of arrival or departure.
- (l) Be responsible for providing all required stationery for the proper functioning of their job.
- (m) Handle and transfer passengers' accompanying baggage to and from the passenger terminal.
- (n) Handle and transfer cargo to and from the passenger terminal Provided that the Agent may impose and collect on his own behalf a handling charge on shippers of cargo in addition to the freight payable to Government.
- (o) Transfer all unclaimed cargo and baggage from the terminal to the Customs storeroom immediately following the close of Customs operations in relation to the Service.
- (p) Observe all passengers and determine whether they may adversely affect the safety of other passengers and the Ferry. Any person so identified shall be denied permission to board the Ferry and if necessary the Agent shall advise the Port Security Service of his concerns.
- (q) Be responsible for being up to date with and informing the Customs Service, Immigration and the Port Authorities about all relevant matters pertaining to the Service.
- (r) At all times represent the interest of the Government of Montserrat and maintain good relations with the Montserrat and Antigua and Barbuda authorities.
- (s) Provide the Access Coordinator with advice on all aspects of the Service, the terminal operations, passenger issues and the market for the Service where so required.
- (t) Be responsible for any equipment provided to facilitate the Service and keep such Equipment, properly, stored and secured, and maintained in good working condition.
- (u) Ensure that an adequate number of requisitions, ticketing books, forms and necessary documents are kept on hand to facilitate the efficiency of the Service
- (v) Notify the Access Coordinator, Office of the Premier or the Permanent Secretary of any overseas absences within the contract period to allow for the proper dialogue with your designate during the periods.

## **PERFORMANCE OUTPUTS**

The Agent will be expected to:

- (a) Provide a highly proficient, motivated and effective staff, who are committed to providing a high standard of service always.
- (b) Train all relevant staff in the use of the computerized ticketing system to make the services more efficient, by reducing lead time and improving accuracy.
- (c) Ensure that ticketing/check-in procedures are completed half an hour prior to the departure of the ferry.
- (d) Be accommodating by using your judgement and compassion in assisting passengers arriving late for check-in due to flight delays or any other reasonable justifiable lateness.
- (e) Ensure that the day-to-day activities for which you are hired occur as scheduled.
- (f) Provide assistance and support to people with a range of disabilities and special requirements.

## **LEVEL OF PROFESSIONALISM/CUSTOMER SERVICES EXPECTED:**

The Agent will be expected to:

- (a) Respond to enquiries (emails, calls, complaints within 1 day.
- (b) Respond to and track customer complaints/concerns.
- (c) Actively listen to new ideas from customers and pass these onto the Access Coordinator, Office of the Premier, Montserrat.
- (d) Maintain a professional attitude when dealing with ferry customers.
- (e) Maintain a calm, professional demeanor in difficult or tense situations.
- (f) Provide feedback to ferry customers in a constructive and private manner.
- (g) Accept constructive feedback for the proper and effective handling of ferry customers
- (h) provide uniform for staff with a logo approved by the Government of Montserrat
- (i) Remain vigilant of potential security risks to passengers at the ferry Terminal in both Montserrat and Antigua.
- (j) Inform promptly the Access Coordinator, Office of the Premier, of any of any health and safety risks and any injuries to passengers during check-in/departure times.
- (k) All staff should wear name badges

## **COMPETENCIES:**

The Agent and staff should have the following skills, knowledge and qualities:

1. Proven experience in Finance, Business or customer focus environment. (Agent)
2. At least 5 years' experience or proven track record managing large amounts of passengers and customer movements (Agent)
3. Excellent organizational, communication (oral and written), time management and inter-personal skills (All Staff)
4. Experience working within Government environment (Agent)
  
5. Fluency in English with advanced computer skills (All staff)
  
6. Understand the needs of people with special needs and people with varying abilities that may require additional support. This should cover people with physical, social and visual impairments.

## **ITT – TENDER SUBMISSION:**

The Tender Submission should include the following:

1. A complete and detailed breakdown of costs;
2. An indication of working capital, that is, supplies that need to be purchased initially and are eligible for reimbursement with proof of purchase, and;
3. Operational Plan – This should set out how the bidder intends to provide the services to satisfy the requirements of the Government of Montserrat. Tenderers should consider all requirements set out in this Service Specification.

## **SERVICE SPECIFICATION:**

### **Introduction**

This Section provides details of the outputs and core requirements for the Ferry Agency Services (The Service Specification).

The requirements in this Service Specification deals with Minimum Standards which the Government of Montserrat wishes to see incorporated into the Tender for the Ferry Agency Services.

### **HARBOUR SERVICES:**

The successful tenderer will be supported throughout the Contract by shore infrastructure and personnel adequate to deal with assisting with Ferry agency

operations. Passenger handling, ticketing and the loading, carriage and discharge of bulk cargo, loose freight and parcels will all be done by the Agent. The Government of Montserrat is responsible and will bear the cost of all Port charges and the implementation of passenger facilities and other such buildings.

Overall responsibility for the ownership of Harbours and Harbour Facilities, including capital expenditure will rest with the Government of Montserrat. The Agent will be required to enter into a port Agreement which will allow the Agent to operate and fulfil the requirements under the Contract.

The Agent is required to provide handling of loose freight and parcels service as part of the Contract. This service will permit the transportation of loose items such as small to medium sized packages, mail freight, frozen and perishable goods. Tenderers are encouraged to explore expansion of this loose freight and parcels service where possible to assist small businesses pursuing intra-regional trade.

#### **MONITORING OF OPERATIONS:**

The Government of Montserrat will monitor the Agents performance against the requirements of the Contract, and in so doing will conduct whatever audits and spot checks that are required.

Agents will be required to supply monthly financial reports and maintain an accurate paper trail of all activities. Agents will also be required to update the Access Coordinator or the Permanent Secretary on any abnormalities or inconsistencies within the service.

#### **BUSINESS PROPOSAL/BUSINESS STRATEGY:**

The proposal should include a detailed outline which sets out a clear strategy for the duration of the Contract:

##### **Key points to note:**

The outline should be realistic and demonstrate how the Tenderer aims to achieve its goals and objectives;

The outline should include improvements and enhancements to services.

#### **MOBILISATION PLAN:**

A detailed Mobilisation Plan including a timescale must be provided. This will be subject to discussion and final agreement with the Government of Montserrat. The Government of Montserrat places great importance on the mobilization phase of the Contract. Tenderers should therefore demonstrate that they have fully considered all the operational, safety, commercial, managerial and industrial relations issues involved with the operation of the ferry service.

## **OPERATIONAL MANAGEMENT PLAN:**

Tenderers must provide a clear and comprehensive Operational Management Plan for the Services. As a minimum, the Operational Management Plan should cover the following issues:

- **Key staff**
- **Arrangements for staff**
- **Safety Plan**
- **Insurance**
- **Monitoring and Audit Performance regime**
- **Customer service undertaking**
- **Provision for disabled persons or persons with sensory and other factors which prevents normal accessibility of services.**

## **ARRANGEMENTS FOR STAFF:**

The Operational Management Plan should include:

1. An Organizational Chart showing lines of responsibility within the structure;
2. Job Descriptions of proposed staff, to outline duties and responsibilities, in relation to the provisions of Agency Services;
3. Details of training programmes and support for the staff.

Tenderers should note that proposals will be required to adequately provide for the continuing and long term requirements of the Services.

## **MANAGEMENT AND OPERATION OF CHECK-IN AND PORTS FACILITIES:**

The Technical Submission should set out how the Tenderer will carry out responsibilities in relation to all activities associated with the day to day Check in; Ship securement; marshalling; loading and unloading of passengers; luggage; loose freight and parcels.

Tenderers must further supply in their Technical proposals detailed explanation of how the tenderer will manage operational requirements. This will include compliance with legislative and regulatory Requirements (in particular Health and Safety legislation, applicable Regulations and Codes of Practice and the Port Marine Safety Code).

## **SAFETY PLAN:**

The Technical Submission must include a comprehensive safety plan covering all aspects of the operations. The Plan should address all major issues concerned



with the prevention of accidents and the minimizing of their effect, and contingency arrangements in the event of a major incident.

### **INSURANCE:**

Refer to the Mandatory Requirements section. This will form part of the contract award process.

### **STATEMENT OF UNDERSTANDING OF THE SERVICE SPECIFICATION:**

1. The Tenderer accepts and agree all the terms and conditions in the ITT as issued.
2. The Tenderer accepts and agree that it will be responsible for all its cost relating to mobilization to of the Services; the operation of the Services as described in this ITT including staff and other costs; upkeep of work areas and equipment; the provision and replenishment of any stationary when required and obligations relating to the handover of the operation of the Services at the end of the Contract Period (if the agent is not appointed to provide the same or similar services thereafter pursuant to a subsequent tendering exercise). Such costs are to be included as a separate line entry in the Financial Proposal.
3. The Tenderer will comply with the requirement to account for the intake of all funds in a transparent and auditable fashion so that it is able to demonstrate that there is no cross-subsidization with other business activities. In an effort to realize this requirement, the successful bidder will be required to open a business bank account dedicated exclusively for the purpose of depositing monies received through ticket sales and payment for the carriage of cargo. Funds paid into that account must be then transferred to the Government of Montserrat Royal Bank Account on a **daily basis**. This is a strict requirement which shall be monitored daily and shall form part of the Agent's performance monitoring and evaluation.
4. The Tenderer shall always comply with International and National Regulations, Codes and Procedures and in particular, with the requirements of the International Safety Management (ISM) Code.
5. The Tenderer will comply with all relevant rules and regulations including Health & Safety at Work Regulations enforced by the Health and Safety Executive and the Port Marine Safety Code as applicable.

6. The Tenderer will, if successful, provide all information which may be required to allow the Government of Montserrat to demonstrate transparency in their procurement operations in the provision of the Service.
7. The Tenderer will have regard to the legislative framework and obligations in relation to disabled people and will consider the needs of disabled travelers.
8. The Tenderer accepts the terms of the performance regime.
9. The Tenderer accepts the relevant provisions in the [TT as it relates to breaches and termination.
10. The Tenderer accepts the requirement to attend regular meetings with the Government of Montserrat as part of the monitoring and management of the Contract.
11. The Tenderer accepts the requirement to comply with all relevant national and international legislation, Conventions, Directives, as well as Industry Codes and Standards.
12. The Tenderer confirms that it will meet the requirements to provide ferry agency services on the routes and schedules outlined by the Government of Montserrat, as a minimum, as specified in the timetables set out in the ITT.
13. The tenderer will comply with the requirement to provide assistance to and from the vessel for persons who are visually or physically challenged or have sensory concerns. Give the necessary information to guide and direct customers for their onward journey or in using the facilities, restaurants, cafeterias, here on island, which will assist the comfort and reassurance of customers.
14. The Tenderer accepts the following requirements:
  - a. The agency services proposed by the Tenderer will be subjected to approval of the Government of Montserrat.
  - b. All staff and resources that are used to provide the Services must be of at least the same standard as stipulated in the ITT.
15. The Tenderer will enter into a Port Access Agreement with the Government of Montserrat for the use of the Ferry Terminal and Port Facilities.
16. The Tenderer confirms that the timetables outlined in this tender document will form the Minimum Standard of service under the Contract.
17. The Tenderer, if successful, will comply with any instruction by the Government of Montserrat to implement a revised timetable to meet the needs of the travelling community.

18. The Tenderer will co-operate with the requirements to provide the emergency services with out of hours contact details for the purpose of providing lifeline support to the emergency services.
19. The Tenderer, in providing the Services, will consider the needs of physically challenged travelers. .
20. The Tenderer will comply with the requirement to ensure that all staff members are able to communicate with passengers and each other using a good standard of English (the principal language of the passengers carried) to meet the requirements of the International Safety Management (ISM) Code.
21. The Tenderer, if successful, shall comply with the Executive's requirements in relation to consultation with users. This includes the handing out and retrieving of customer satisfaction surveys, customer feedback forms and taking complaints.
22. The Tenderer will comply with the requirement to keep monthly performance figures and information up to date and make them readily available to the Government of Montserrat at their immediate request.
23. The Tenderer will comply with the requirement to co-operate with the Government of Montserrat in the monitoring arrangements set out in the Contract and provide accurate auditable information to the Government.
24. The Tenderer will comply with the information requirements required for internal audit purposes and for transparent operation within the Government Procurement process. The information will be used to inform the Government of Montserrat and other tenderers in the next competition.
25. The Tenderer will comply with all applicable International Conventions, Directives and Regulations and ensure that relevant industry codes, guidance and standards are fully considered.
26. The Tenderer, if successful, in carrying out all duties relating to shore side activities shall comply with all relevant rules and regulations, including Health and Safety legislation, applicable Regulations and Codes of Practice.
27. The Tenderer will comply with the requirement that, if the Contract is terminated or there is a breakdown in the contractual relationship, all Safety Management Systems and documentation relating to the Services must be made available to the Government of Montserrat in order that the

continuation of the ferry services can be ensured in accordance with the terms of the Contract.

**REPORTING:**

The Agent must provide weekly electronic reports to the Government of Montserrat in accordance with the Contract. These reports will be in a form to be agreed between the Government of Montserrat and the Agent and will address the various performance measures outlined above, any applicable Relief Events, and scheduled maintenance. There should also be any suggestion for change and any incidents that may have occurred.

The Operator is also required to provide a monthly report on all complaints received pursuant to the Customer Services Undertaking together with a monthly safety report.

The Operator must also provide the monitoring information set out in the above Schedules. This relates to carrying information, and customer Service issues at check-in or in writing. Financial information is also required as set out in the Contract.

**SERVICE ACTIVITY LEVELS:**

**FERRY SCHEDULE:**

**CURRENT SCHEDULE SUBJECTED TO ADJUSTMENTS (BY GOM)**

DAY	DEP MNI	ARR ANU	DEP ANU	ARR MNI	DEP MNI	ARR ANU	DEP ANU	ARR MNI
SUNDAY	3:00PM	4:30PM					7:00PM	8:30PM
MONDAY	NO FERRY	NO FERRY	NO FEERY	NO FERRY	NO FERRY	NO FERRY	NO FERRY	NO FERRY
TUESDAY	6:00 AM	7:30 AM	8:30A M	10:00 AM	5:00PM	6:30PM	7:30PM	9:00PM
WEDNESDAY	NO FERRY	NO FERRY	NO FERRY	NO FERRY	NO FERRY	NO FERRY	NO FERRY	NO FERRY
THURSDAY	6:00 AM	7:30 AM					7:00PM	8:30PM
FRIDAY	6:00 AM	7:30AM	8:30A M	10:00AM	5:00PM	6:30PM	7:30PM	9:00PM
SATURDAY	6:00 AM	7:30AM					7:30 PM	8:30 PM

**PASSENGER LEVELS AND SERVICES REQUIRED:**

- The average load per journey from MNI to ANU and vice versa: 20 to 30 Passengers per trip.
- Day tour trips averages ANU to MNI: 20 to 50 passengers per trip
- Peak times are **December** and **March** where the customer levels could, on some days, reach maximum capacity of around 200 customers for some journeys depending on the time of the month and the flow of customers in comparison to activities on island. July to August sees slight increases but will be manageable using off peak resources. For the peak months, additional resources to run the service will be required. This includes increasing the number of check-in staff and trucking luggage and cargo from the Boat to the terminal.
- Check-in time starts 90 Minutes before departure
- Customers will need to be checked in from the online booking system which should see an average of 3 to 6 minutes per customer.
- Agents are required to provide telephone services which will keep customers updated on current information, assist with delays and general activities of the service.

- Online booking is available up to 1 hour before departure after which all customers will need to buy their tickets from the Agent for that particular departure.
- Luggage should be one case per customer but at peak times could be up to 3 cases for some customers.
- Delays do at times occur and the Agent will need to be flexible in order to accommodate and help in coordinating the service on such occasions.
- The Agent will at times be required to assist the Ferry Captain in monitoring weather conditions and check the Jetty for unusual surging as a safety precaution.
- Agents will be required to sell tickets outside check-in hours and must provide a facility or location for meeting this obligation. Tenderers are reminded to factor the cost of running this ticketing office in their overall tendered price.

I/We hereby accept and agree to deliver the services in line with the Service Specification and the ITT requirements.

Name:

Position:

Signature:

Date:

**FINANCIAL PROPOSAL – (Remuneration and Payment for service)**

Tenderers are required to complete a financial model as part of each financial proposal. The financial model should contain full disclosure of all underlying assumptions and relevant supporting evidence. The outputs should be summarized in the following forms. The purpose of the financial model is to allow Tenderers to demonstrate how all the key elements of the Tenderer's proposal relate to the costs, income yield and profits/surpluses envisaged and to show how this relates to the outputs and projected estimates of the service provided.

**FORM OF SUMMARY FINANCIAL MODEL:**

**Montserrat Agency Services:**

<b>Expenditure</b>	<b>Month 1</b>	<b>Month 2</b>	<b>Month 3</b>	<b>Month 4</b>	<b>Month 5</b>	<b>Month 6</b>	<b>Month 7</b>	<b>Month 8</b>	<b>Month 9</b>	<b>Month 10</b>
<b>Check-in and Port Side</b>										
<b>Staff Cost</b>										
<b>Staff Management Fees</b>										
<b>Trucking</b>										
<b>Cleaning</b>										
<b>Maintenance</b>										
<b>Additional Support</b>										
<b>Sub-total Expenditure</b>										
<b>Other</b>										
<b>Mobilization Cost</b>										
<b>Stationary</b>										
<b>Legal Expenses</b>										
<b>Grand Total Expenditure</b>										
<b>Revenue</b>										
<b>Daily Operation Rate</b>										

**FORM OF SUMMARY FINANCIAL MODEL:**

**Antigua Agency Services:**

<b>Expenditure</b>	<b>Month 1</b>	<b>Month 2</b>	<b>Month 3</b>	<b>Month 4</b>	<b>Month 5</b>	<b>Month 6</b>	<b>Month 7</b>	<b>Month 8</b>	<b>Month 9</b>	<b>Month 10</b>
<b>Check-in and Port Side</b>										
<b>Staff Cost</b>										
<b>Staff Management Fees</b>										
<b>Trucking</b>										
<b>Cleaning</b>										
<b>Maintenance</b>										
<b>Additional Support</b>										
<b>Sub-total Expenditure</b>										
<b>Other</b>										
<b>Mobilization Cost</b>										
<b>Stationary</b>										
<b>Legal Expenses</b>										
<b>Grand Total Expenditure</b>										
<b>Revenue</b>										
<b>Daily Operation Rate</b>										



## **EVALUATION CRITERIA AND SELECTION PROCESS: (Bids selection process)**

All bids will be evaluated to determine Administrative Compliance. Bids that are determined to be non-responsive will be rejected. The remaining bids will be evaluated and rated based on the evaluation criteria prescribed below. Upon conclusion of the evaluation process, all Bidders will be notified of the outcome.

The Government of Montserrat believes that it is necessary to evaluate Tender Submissions transparently and fairly, both to meet the standards of public accountability and to achieve the best Ferry Agency Services possible. To this end, the Government of Montserrat has produced an Evaluation Criteria that will be strictly adhered to.

The Evaluation Criteria include emphasis on quality of services as well as price. Each Tender Submission will be the subject of a technical, commercial and financial analysis. The aim of the evaluation is to select the Tender Submission that is technically and commercially viable and most economically advantageous and requires the most competitive financial compensation for the standard required.

Each Bid will be evaluated out of a total of a 100-points. The Technical/Commercial elements can score a total of 50 points and the financial element can score a total of 50 points. The Bidder(s) with the highest score in the Technical/Commercial element will be awarded 100 points and the other Bidders' scores will be indexed against 100 points, based on the score secured. The Bidder(s) with the lowest Contract Sum in the Financial element will be awarded 100 points and the other bidder's scores will be indexed against 100 points based on their Contract Sum to calculate their point score. The final award recommendation will be based on the highest scoring Bid as determined by total points and rank using the criteria stated above.

### **ADMINISTRATIVE COMPLIANCE:**

All proposals will be reviewed to determine whether they are responsive or non-responsive to the requirements of this Tender. The following factors will be considered when evaluating the Administrative compliance of proposals:

1. Has the ITT Bid been delivered by the submission deadline (Day & Time)? Yes/No
2. Has the Bid envelopes been addressed as per Instructions to Tenderers?  
Yes/No
3. Does the Bid follow the two (2) envelope instructions as per Instructions to Tenderers? Yes/No
4. Does the Bid contain ALL Deliverables as per Document Checklist? Yes/No

### **TECHNICAL/COMMERCIAL EVALUATION CRITERIA OF BIDS:**

A key element in the evaluation process is the Bidder's response to the Technical Questionnaire. The following factors will be considered when evaluating the Technical/Commercial aspects of the proposals:

Technical/Commercial Evaluation - 50% weighted out of 100% for

- Experience - 55%
- Expertise - 45%

Technical Questionnaire will be assessed by evaluating the responses to the questions. The following criteria will be applied to each response within the Technical Questionnaire:

Scoring - Quality & Sustainability Criteria

<b>Rating Description of Response</b>	<b>Score</b>
Very Good or Fully Compliant Submission which meets all requirements and is fully explained in comprehensive detail. Clearly includes all the information requested and instils full confidence that the bidder has the ability to fully meet the requirements of the Contract	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 bidder has the ability to 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 information requested has been supplied and GoM is relatively confident that the Bidder has the ability to meet the requirements of the Contract.	5-6
Weak or Partially Compliant (Minor Issues) Submission which in some of the areas falls short of the requirements and is poorly explained. Not all of the information requested has been supplied and the GoM has minor concerns regarding the Bidders ability to meet the requirements of the Contract.	3-4
Unacceptable or Non-compliant (Major Issues) submission which clearly fails to meet the requirements and is not properly explained. Key information requested has not been submitted and GoM has major concerns regarding the bidders' ability to meet the requirements of the Contract	1-2
An answer to the question has not been provided or the Bidder has not understood the requirements of the question and therefore the answer provided does not address the question. Note that in some instances, not responding to a question will result in your tender being rejected and a fail mark awarded. Such questions will be identified within the tender documents	0

**FINANCIAL PROPOSAL/PRICING/COST- 50%**

The Tenderer should show through their financial proposal, all of the costs involved based on the service specification and the service activity level.

**NEGOTIATIONS:**

Each Tenderer is permitted to give only one price quotation, which it is NOT permitted to change, and the procuring entity is NOT permitted to engage in negotiations with a Tenderer with respect to the Price submitted by the Tenderer.

### **AWARD OF CONTRACT:**

1. The Government of Montserrat will award the contract to the Bidder whose Bid has been determined to be substantially responsive to the TENDER documents and who, in the opinion of the Government of Montserrat, has offered the best Bid taking into consideration the price, the contractor's capability and available resources to carry out the contract effectively and the contractor's schedule. This may not be the lowest priced Bid received.
2. The Government of Montserrat does not bind itself to accept the lowest or any Bid and reserves the right to reject any Bid and to annul the bidding process and reject all tenders, at any time prior to award of contract, without thereby incurring any liability to the affected tenderer or tenderers, or being under any obligation to inform the affected tenderer or tenderers of the grounds for the Government's action.
3. The Government of Montserrat may declare the tender void when it is evident that there is a lack of competition or there has been collusion. All Bids may be rejected if substantially higher than the budget.

### **NOTIFICATION OF AWARD:**

1. Prior to the expiration of the period of Bid validity prescribed, the Government of Montserrat will notify the successful bidder by email and/or registered letter that its Bid has been accepted. This letter (hereinafter and in the Conditions of Contract called "Letter of Acceptance") shall name the sum which the Government of Montserrat will pay to the Contractor in consideration of the execution and completion of the Works (service) by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Amount").
2. The successful Bid together with the Letter of Acceptance will constitute the formation of a binding contract unless and until a formal agreement is executed.

The Government of Montserrat will promptly notify the unsuccessful tenderers in writing by email and/or registered letter.

**TECHNICAL QUESTIONNAIRE FOR FERRY AGENCY SERVICE FOR BOTH  
MONTSERRAT AND ANTIGUA:**

Please provide responses to the questions in the sections marked Bidder's response:

**Experience (55%)**

**Question 1 (20%)**

Outline your approach to delivering the agency service (in your response please ensure that you address the service specification requirements).

***Bidder's response:***

**Question 2 (10%)**

Outline your experience of managing large numbers of passengers and customer travel. What are the key elements that you need to consider to ensure a customer-centered service?

***Bidder's response:***

**Question 3 (10%)**

Outline your experience of contract management, financial management and reporting?

***Bidder's response:***

**Question 4 (5%)**

Outline your experience of dealing with a diverse range of customers including your experience and approach to disabled passengers.

***Bidder's response:***

**Question 5 (10%)**

Describe your approach to stakeholder engagement and provide examples of where you have achieved this successfully in previous services.

***Bidders Response:***

**EXPERTISE (45%)**

**Question 6**

**(10%)**

Describe your approach to ensuring excellent organizational, oral and written communication, time management and inter-personal skills to run an effective service. Include your approach to training staff.

***Bidder's response:***

**Question 7 (10%)**

Describe your expertise in collating reports, collecting statistical data, customer feedback and disseminating information.

***Bidder's response:***

**Question 8 (10%)**

What are the key things that make customer service successful?  
How can you monitor and measure whether the service you are providing is an efficient, effective and excellent service?

***Bidder's response:***

**Question 9 (15%)**

Outline your approach to conducting a risk assessment and include a mitigation plan. Please include the points below:

- Identify all significant risks associated with the handover period and mobilization of the contract together with significant risks related to the operation of the Services.

***Bidder's response:***

**FORM OF TENDER:**

**FOR THE PROCUREMENT OF FERRY AGENCY SERVICE**

**FOR BOTH MONTSERRAT AND ANTIGUA:**

(\*DELETE AS APPROPRIATE)

\*I/We the undersigned do hereby contract and agree on the acceptance of the Tender by the Government of Montserrat, to provide the services in the Service Specification in accordance with this ITT, for the sum of:

EC\$......

...

(words) .....

If my/our tender is accepted, I/We undertake to commence the said Services within calendar days from the date of receipt by me/us of the official contract award letter and to complete the Services for a Duration of one (1) calendar year thereafter.

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

\*I/We the undersigned undertake to submit a Tender in accordance with the following documents:

I/We accept the Service Contract Terms and Conditions contain within this ITT .

- Notices and
- Instructions; Service
- Specification;
- Content of the Technical Submission;
- Content of the Financial Proposal;
- Form of Tender for the Procurement of Ferry Agency Services.
- Statement of Understanding of Key Requirements of the Service Specification

I/We agree to abide by this tender from the Tender Submission Deadline until the award of the Contract.

\*I/We understand that the Government of Montserrat are not bound to accept the lowest or any tender and shall not be bound to use the Successful Tenderer as a sole supplier.



\*I/We understand that it is intended that the service provision will commence on -----  
October 2019.

Signatur

e: Name:

**(BLOCK CAPITALS)**

Designatio  
n:

*Duly* authorized to sign Tenders for and on behalf of:

Name of Tenderer

Nature of Firm

Address

Telephone  
No

**INCLUDE AREA CODE**

Date

It must be clearly shown whether the Tenderer is a limited liability company, statutory corporation, partnership, or single individual trading under his own name.

**MANDATORY REQUIREMENTS:**

**Obligations and legal undertakings:**

You are required to accept and fulfil the obligations below. Please tick each box to indicate acceptance. Failure to do so may result in your submission being deemed non-compliant and rejected.

<b>Number</b>	<b>Requirement</b>	<b>Agreed and accepted</b>
1.	Overall responsibility for the ownership of Harbours and Harbour Facilities, including capital expenditure, will rest with the Government of Montserrat. The Agent will be required to enter into a port Agreement which will allow the Agent to the requirements under the Contract.	( )
2.	The Agent is required to provide handling of loose freight and parcels service as part of the Contract. This service will permit the transportation of loose items such as small to medium sized mail freight, frozen and perishable goods. Tenderers are to explore expansion of this loose freight and parcels service possible to assist small businesses pursuing intra-regional trade.	( )
3.	The Government of Montserrat will monitor the Agents performance against the requirements of the Contract, and in whatever audits and spot checks are required.  If successful, the Tenderer will co-operate in the monitoring arrangements set out in the Contract and provide accurate information to the Government of Montserrat.	( )
4.	The successful Agent will be required to supply monthly financial reports and maintain an accurate paper trail of all activities. The Agent will also be required to update Coordinator or the Permanent Secretary on any abnormalities inconsistencies within the service	( )
5.	Bidders must meet all the requirements set out within the Specification	( )
6.	Bidders are required to accept the Terms and conditions with this ITT.	( )
	Any issues or clarifications regarding the Terms and Conditions must be raised before the deadline date for seeking clarification	
	Insurance Requirements	( )



**Number Requirement  
and accepted**

**Agreed**

The Successful Tenderer will be required to ensure that the staff, service and any other support services are fully insured at the appropriate commercial value. The Successful Tenderer will also be required to provide the assurances required by the Government of Montserrat under the Contract. Additionally, the Successful Tenderer will be required to carry the necessary insurances sufficient to cover for all and any third party claims which may occur as a result of providing the Services.

8. ( ) The successful tenderer will be required to ensure compliance with all

applicable Regulations including any National Regulations and to ensure that relevant industry codes, guidance and standards are fully taken into account at all times and, in particular, with the requirements of Safety Management. The successful tenderer will be required to comply with all relevant rules and regulations including Health and Safety at Work Regulations enforced by the Health and Safety Executive and the Port Safety Code as applicable.

9. ( ) Tenderers must be aware of the high importance the Government of

Montserrat attaches to the safety of the contracted Services and to the requirement for the Agent to meet all applicable safety requirements both for passengers and crew in operating the Services. While specific safety requirements are set out, it is for the Agent to ensure that it complies with all relevant national and international legislation, Conventions, Directives, as well as Industry Codes and Standards.

I/We hereby accept the obligations set out in this document

Name -----

-Position within Organisation -----

---Signature-----

--- Date-----

---

**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 TO AUTOMATIC DISQUALIFICATION AND MAY FURTHER 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:**

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:**

**EMAIL:**



**DOCUMENT COMPLIANCE CHECKLIST:**

**Project Title:**

"Tender for Ferry Agency Service at the Ferry Terminals in Montserrat and Antigua"

Date Scheme advertised: Friday, August 16th,  
2019

Tender Submission Deadline Date: Wednesday, 11<sup>th</sup> September  
2019

Tender Submission Deadline Time: 1200 hours  
(midday)

The following documents should be provided by the tenderer for his/her tender to be considered administratively compliant. Tenderers are required to supply and tick off the following information. Failure to provide any of the stated documents will result in the bid being considered non-compliant and rejected.

- The Form of Tender should be fully completed and signed  
[ ]
- Tax & Social Security Compliance Certificate *(If company is Locally Based)*  
[ ]
- Technical Questionnaire fully completed  
[ ]
- Form of Summary Financial Model  
[ ]
- Signed Anti-Collusion Certificate  
[ ]
- Signed Document Compliance Checklist  
[ ]
- Operational Plan (outlining staff areas of responsibility) [ ]
- Mobilization Plan  
[ ]
- Job Description of proposed staff  
[ ]
- Safety Plan  
[ ]

- Signed acceptance of Service specification  
[ ]

Signed on behalf of Tenderer.....

Date.....