

# Government of Montserrat

## Invitation to Tender

### Helicopter Services for Montserrat Volcano Observatory



March 2025

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## 1.0 INTRODUCTION

### 1.1 Purpose of This Document

This Invitation to Tender (ITT) is supplied by the Government of Montserrat (GOM) to assist potential suppliers in the preparation and submission of Tenders in connection with the supply of **Helicopter Services for the Montserrat Volcano Observatory (MVO)**. The information contained herein is confidential and must not be used for any purpose other than that connected with this process.

### 1.2 Disclaimer

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

### 1.3 Confidentiality

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

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

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

### 1.4 Communications

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

Name	Alfredo J. Landaeta
Title	GOM Head of Procurement
Email	<a href="mailto:procurement@gov.ms">procurement@gov.ms</a>

## **1.5 Participation**

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

GOM is not bound to accept any Tender. Nothing in this ITT shall oblige GOM to award the Contract and GOM reserves the right at any time and in the sole discretion to reject any Tender and/or terminate discussions and negotiations with any one or more Bidders

The Government of Montserrat will have no liability to any person or entity for any damages, including, without limitation, direct, indirect, special or punitive damages, arising out of or otherwise relating to this ITT, the Bidder's participation in this ITT process or the Government of Montserrat's acts or omissions in connection with the conduct of this ITT process. This limitation applies to all possible claims by a Bidder, whether arising in contract, tort, equity, or otherwise, including, without limitation, any claim for a breach by the Government of Montserrat of a duty of fairness or relating to a failure by the Government of Montserrat to comply with the terms set forth in this ITT.

## **1.6 Contract Term**

The Government would like to enter into a contract with a qualified and suitable individual or company to carry out Helicopter Services for the Montserrat Volcano Observatory. The duration of the contract is for two (2) years with the possibility to extend agreement for an additional two (2) years.

## **1.7 Authorities**

The Authority concerned with this Tender is the Office of the Deputy Governor (ODG) on behalf of the Government of Montserrat (GOM). The procurement procedure will be managed in accordance with the Public Finance Management and Accountability (Procurement) Regulations SRO 27 of 2019, a copy of which can be found at <https://tenders.gov.ms/publications>

## **1.8 Contract Award**

GOM will award a contract based on the award criteria detailed within Section 7 (Evaluation of Tenders) of this document.

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

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

Upon submission of a bid, bidders shall be deemed to have reviewed and unconditionally accepted the General Terms and Conditions of Contract as outlined in Appendix A.

## **1.9 Currency of the Financial Tender**

Tenders must be expressed exclusively in Eastern Caribbean Dollars or United States Dollars (US\$) providing a breakdown of taxes, except for withholding tax where applicable.

## **1.10 Language**

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

## **1.11 Tender Costs**

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

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

## **1.12 Cancellation of Tender**

The Government of Montserrat reserves the right to cancel this proceeding at any time, without prejudice. Bidders will be notified in writing of the cancellation by GOM, via addendum published in GOM's websites. The GoM is not liable for any costs resulting from any cancellation of this tender process or for any other costs incurred by those tendering for this Contract.

## **1.13 Ownership of tenders**

GOM retains ownership of all Tenders received. Accordingly, Bidders shall have no entitlement to the return of their submitted bids.

## **1.14 Tax Compliance**

If locally based, the bidder must submit a Tax Compliance Certificate from Inland Revenue along with the bidding documents. In the case of a sole trader, the Tax Compliance Certificate should be issued in that individual's name. However, where the sole trader is trading using a business name, the Tax Compliance Certificate should be issued in the business name. In the case of a company, the tax compliance certificate should be issued in the name of the Company". It is therefore incumbent on the bidder to ensure that the Tax Compliance Certificate is issued in the correct name. Diligent checks will be made with the Inland Revenue Department and the Financial Services Commission to verify the accuracy of certificates. Tenders received with improper Tax Compliance Certificates would be rejected.

All Services undertaken will be the subject of taxation in accordance with the current legislation. Except in cases where there is an exemption from tax, of which proof must be provided; residents of Montserrat for tax purposes are subject to tax on the profits from this project while non-residents are liable to a 20% Withholding Tax deduction from the gross amount. Please take into consideration your tax obligations and liabilities to the Government of Montserrat. For further information please contact Montserrat Customs & Revenue Service (MCRS) via email at [irev@gov.ms](mailto:irev@gov.ms).

## 2.0 TENDER REQUIREMENTS

Tenders will be evaluated against the Government's requirements.

The Evaluation Criteria in **Section 6** will be used to evaluate tenders received. The Administrative Compliance will be applied before the remaining criteria and is either pass or fail, with failure meaning that tenders would be deemed Non-compliant. Bidders must achieve a minimum score of 64 out of 100 to be considered for award of contract.

### 2.1 Submissions

Ensure that all the information included in the Tender Checklist is submitted.

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

Project Details	Deliverables
<b>Invitation to Tender for Helicopter Services for Montserrat Volcano Observatory</b>	Date Published on Government of Montserrat Website <a href="https://tenders.gov.ms">https://tenders.gov.ms</a> and <a href="http://www.mytenders.co.uk">www.mytenders.co.uk</a> portal Wednesday, 19 <sup>th</sup> March 2025
<b>Contract Period</b>	Two (2) years with possibility of extension for an additional two (2) years with a tentative start date of 1 <sup>st</sup> August 2025.

<p><b>Access to the ITT Suite of Documents</b></p>	<p>This ITT can be downloaded from the Government of Montserrat website at <a href="https://tenders.gov.ms">https://tenders.gov.ms</a> or at <a href="http://www.mytenders.co.uk">www.mytenders.co.uk</a></p> <p>Electronic tenders can be submitted via the myTenders Portal at <a href="http://www.mytenders.co.uk">www.mytenders.co.uk</a></p> <p>If you are intending to make an electronic submission to this tender, please register your interest on myTenders at the earliest opportunity. Please ensure that you allow sufficient time to upload your documents</p>
<p><b>Clarification deadline and contact details</b></p>	<p>Friday, 11<sup>th</sup> April 2025</p> <p>Email: <a href="mailto:procurement@gov.ms">procurement@gov.ms</a></p>
<p><b>ITT submission deadline</b></p>	<p>Wednesday, 23<sup>rd</sup> April 2025 no later than 12.00 midday (GMT-4)</p>
<p><b>Tender Submission address</b></p>	<p>The Chairperson Public Procurement Board, Ministry of Finance and Economic Management, Brades, MONTSERRAT</p>
<p><b>Contract Commencement – this is an indicative date and may be subject to change</b></p>	<p>1<sup>st</sup> August 2025</p>

- 1) All dates shown are estimates and are stated for planning purposes only. GOM reserves the right to amend or terminate the procurement procedure or change the timings outlined in this ITT. Bidders should periodically check <https://tenders.gov.ms> and [www.mytender.co.uk](http://www.mytender.co.uk) for any updates and addenda published.
- 2) Depending on the requirements of Bidders, GOM is willing to reconsider the stated deadlines to allow a further round of requests for clarification if required. During the procurement process it is up to bidders to check the GoM Website <https://tenders.gov.ms> and [www.mytender.co.uk](http://www.mytender.co.uk) for updates.
- 3) Any changes to the procurement timetable shall be published as an Addendum on both websites previously mentioned.

### 3.0 THE INVITATION TO TENDER (ITT)

#### 3.1 Purpose of the ITT

- 1) This ITT contains full details of the procurement process, the minimum level of service to be provided together with the **Evaluation Criteria** that will allow GOM to award a contract.
  
- 2) Please read instructions to Bidders before completing your submission. Failure to follow instructions may result in your tender being deemed non-compliant and being rejected.

If you require any clarification please write to Mr Alfredo J. Landaeta, Head of Procurement, at [procurement@gov.ms](mailto:procurement@gov.ms) no later than Thursday, 11<sup>th</sup> April 2025.

#### 3.2 Introduction

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

However, the island's progress was severely impacted by Hurricane Hugo in 1989, followed by the eruption of the Soufrière Hills Volcano in 1995, which destroyed the capital city of Plymouth, along with the airport and seaport. Plymouth has remained abandoned since 1997 due to ongoing volcanic activity.

Montserrat is redeveloping. Currently, air services to and from Montserrat are provided by Fly Montserrat and BMN (SVG) Air, both of which operate BN2 Islander aircraft on scheduled services between Antigua and Montserrat. Winair resumed twin otter operations into Montserrat on a scheduled basis between St. Maarten, Antigua and Montserrat.

The Soufrière Hills Volcano in Montserrat began an eruption in July 1995 and continues to demonstrate conditions of activity. The Scientific Advisory Committee (SAC) to the Government of Montserrat (GoM) states that it is likely to remain active for several more years, possibly decades. Based on historical data and statistics it is likely that unrest will continue beyond 2025.

The MVO is central to the volcano risk management system. As Montserrat continues to rebuild it is vital that volcanic monitoring and risk management

systems are maintained to ensure public safety and to build confidence in Montserrat's sustainable future.

The GoM is seeking to enter into a contractual agreement with a qualified and suitable individual or company to carry out Helicopter Services for the Montserrat Volcano Observatory. The duration of the contract is for two (2) years with the possibility to extend agreement for an additional two (2) years.

### **3.3 The Opportunity**

The Government of Montserrat invites tenders from qualified operators for the provision of Helicopter Services for the Montserrat Volcano Observatory at regular scheduled times utilizing equipment that complies with the requirements for airlines wishing to operate in UK Overseas Territories as well specific requirements of the John A. Osborne Airport's restrictions, as per the Governor's Instructions in the document, MON004, available on the ASSI website ([www.airsafety.aero](http://www.airsafety.aero)).

Bidders must submit a detailed proposal for operating these services, ensuring that all operational details, service standards, aircraft certification requirements, and legislative compliance statements are clearly articulated. These elements will form binding parts of the final Contract for service provision.

The selected bidder is expected to operate the following services:

1. Flights around the Soufrière Hills to transport staff of the Montserrat Volcano Observatory (MVO) to complete scientific tasks such as collections of samples and equipment readings.
2. Select activities of the Government of Montserrat, including observational flights for the police and other agencies and the positioning and recovering of environmental or agricultural staff in South Soufrière Hills.
3. Search and Rescue operations, when required.

### **3.4 About the MVO**

The Montserrat Volcano Observatory (MVO) is a statutory body established in 1999 to monitor and assess activity at the Soufrière Hills Volcano. It operates under the administrative oversight of the Office of the Deputy Governor and works closely with the Disaster Management and Coordination Agency (DMCA). MVO develops, operates, and maintains an extensive inventory of equipment to track volcanic activity, with some development efforts conducted in collaboration with overseas research partners. Guided by its Board of Directors, MVO benefits from annual meetings with international experts, enabling the adoption of advanced technologies while managing costs. The observatory also provides critical risk assessments and advisories to the Montserrat and UK governments through its work with the Scientific Advisory Committee.

Beyond monitoring, MVO is dedicated to outreach and education, ensuring the public remains informed about volcanic activity. Its initiatives include broadcasting updates through Radio Montserrat, organizing public meetings, and conducting educational programs in schools and communities. The observatory engages with local, regional, and international media and welcomes visitors interested in learning more about its work. Additionally, MVO's scientific team leverages monitoring data for research, enhancing both monitoring techniques and understanding of the Soufrière Hills Volcano.

### **3.5 Scope of Services**

#### **3.5.1. Support staff to conduct Aerial Observations and Scientific Monitoring**

- Conduct observation flights of the Soufrière Hills Volcano dome for aerial investigations. Staff will use still, video, and thermal cameras, subject to suitable cloud conditions.
- Perform aerial observations of other areas of interest as required.
- Support photogrammetry operations by flying parallel traverses with a time-lapse camera mounted on the helicopter.
- Facilitate gas measurements by installing a spectrometer on the helicopter for traverses beneath the volcanic gas plume.
- Facilitate other airborne scientific experiments.

#### **3.5.2. Logistical Support for Field Operations**

- Transport MVO staff, equipment, and supplies to remote monitoring sites for installations and maintenance.
- Conduct hover entry and exit operations at sites where landing is not possible.
- Use long-line deployment and retrieval for equipment installations at challenging or hazardous locations.
- Support securing of monitoring equipment in the field at short notice, especially before severe weather events.
- Facilitate the maintenance of helicopter landing sites, including bush clearing, by transporting MVO staff to these locations to carry out the required tasks.

#### **3.5.3. MVO – safety issues**

- MVO staff have a high regard for safety and follow rigorous safety procedures.
- Most MVO staff have extensive experience of working with a helicopter. MVO staff with little or no experience do not fly in the helicopter until they have been fully briefed by the Pilot. Their performance is then monitored by the Pilot and other MVO staff.

- Radios are used to communicate between MVO, the helicopter and any MVO Staff in the field.
- The helicopter should carry an audible distress signal (a marine air-horn, or similar loud hailer device) to be used by the Pilot to alert MVO Staff of an urgent need to depart.
- Drinking water, some food and a satellite phone should always be carried in the helicopter in case of mechanical failure at a monitoring site.

#### **3.5.4. Operational Requirements**

- Ensure the helicopter remains in place during fieldwork at certain monitoring sites, with engines running when safety conditions require.
- Deploy and retrieve equipment close to the volcanic dome using long-line operations.
- Provide hover support for safe access to and from remote or difficult-to-reach locations.

#### **3.5.5. Flight Hours and Schedule**

- Provide a minimum of 104 hours of flying time on Montserrat per calendar year. Travel time to and from MVO, as well as time for refuelling, is excluded from this flying time.
- No maximum limit is set on flying hours.
- The frequency of visits is expected to be once every week with a minimum of two (2) hours of flying time per visit.
- The contractor is expected to accommodate special requests from time to time for example: one-off visits to secure and check equipment before and/or after adverse weather conditions.

#### **3.5.6. Additional Considerations**

- The contractor is to ensure aircraft has sufficient aviation fuel to support operations.
- Fuel storage, transportation, and distribution on Montserrat are managed by MVO, minimizing the need for helicopters to return to Antigua for refuelling.
- All operations must comply with safety and operational guidelines agreed upon by MVO and the service provider.
- At the MVO location, there is a hard surfaced helipad, with dimensions of approximately 18 by 18 metres (60 by 60 feet). Which is maintained by the MVO.

- Currently, there is a windsock on the MVO building. (some pilots use vegetation, particularly coconut trees, to estimate wind speed and direction).
- All incidents must be logged and the MVO Director notified immediately. Written reports are required within 24 hours.
- The helicopter company is responsible for all fees associated with providing this service.

### 3.5.7. Requirements / Documentation and Permits

- Aerial Work Application form – Appendix B
- For a detailed list of requirements, please refer to Appendix C “*Documentary Requirements For Airlines Wishing to Operate In UK Overseas Territories*”
- Please details and information on Overseas Territories Regulations and Policies please visit <https://www.airsafety.aero/requirements-and-policy>
- For OTAC 91-10 ‘Safety Assessments’ (please refer to Appendix D), or download document at [https://www.airsafety.aero/getmedia/5a36b806-ae70-4c60-9975-7147dec4b7aa/20241121\\_ALPRGE\\_OTAC\\_91-10\\_119-14\\_121-15\\_125-13\\_135-15\\_139-24\\_140-9\\_145-14\\_171-6\\_172-9\\_176-6\\_Safety\\_Assessments\\_Issue2.pdf?ext=.pdf](https://www.airsafety.aero/getmedia/5a36b806-ae70-4c60-9975-7147dec4b7aa/20241121_ALPRGE_OTAC_91-10_119-14_121-15_125-13_135-15_139-24_140-9_145-14_171-6_172-9_176-6_Safety_Assessments_Issue2.pdf?ext=.pdf)
- For Montserrat Aeronautical Information Publications and Governor's Instructions, please download documents at <https://www.airsafety.aero/about-assi/overseas-territories/monserrat>

Additional restrictions are applied regarding who may be carried during the conduct of specialised operations, for example when an article, person or animal is suspended from a helicopter.

Where valuable consideration is involved and persons other than those indispensable to the aerial work activity are to be carried, then the rules applicable to commercial air transport apply and an air operator’s certificate is required. (See also the discussion of the term ‘Task specialist’ in the following section.)

Before commencing any aerial work operation, the operator of the aircraft is required to carry out a risk assessment and develop appropriate standard operating procedures (SOPs) to provide guidance to operating staff to ensure safe means of carrying out the aerial work task.

*Note 1: ‘Operating staff’* includes all those individuals involved in the conduct and control of an operation, including pilots, whether paid or unpaid, full-time or part-time.

The risk assessment is required to have regard to the type of aerial work activity and the operating environment.

Guidance on risk assessments is provided in below paragraphs and in OTAC 91-10 'Safety Assessments' (please refer to Appendix D). The operator must make the SOPs available to every employee or person who is engaged or may engage in aerial work operations conducted by him. The operator must ensure that the risk assessment is reviewed and guidance to operating staff kept up to date, considering any changes affecting the operation.

Note 2: When conducting the risk assessment and developing SOPs, operators of complex general aviation or commercial air transport aircraft should utilise their safety management systems, and ensure that the standard operating procedures requirements in Subpart B of the applicable OTAR are satisfied;

Note 3: *Task specialist(s)* – means a person assigned by the operator or a third party, or acting as an undertaking, who: (a) performs tasks on the ground directly associated with a specialised task; or (b) performs specialised tasks on board or from the aircraft. From a legal point of view, task specialists are either crew members or passengers. In accordance with the definition of 'Crew', a task specialist who is assigned by the operator to perform specialised tasks on board or from the aircraft is a member of the crew. If not assigned by the operator to perform specialised tasks on board or from the aircraft (for example a ground worker associated with a specialised task), a task specialist is a passenger.

#### Operations for which permission is required

The permission of the Governor is required before a foreign-registered aircraft is used for aerial photography, aerial survey or any other form of aerial work. In this context a "foreign-registered aircraft" is an aircraft registered in a Contracting State other than the United Kingdom or any of the Territories, or in a foreign country. In addition to the above, for certain specialised operations the permission of the Governor is required. Such specialised operations include: aerial application for the purposes of agriculture, horticulture, forestry or conservation; helicopter external load operations (HELO); helicopter hoist operations (HHO)<sup>2</sup>; and dropping of persons (parachuting)<sup>3</sup>.

Operators conducting any of these specialised operations are required to have an *operations manual* – • containing such information and instructions as may be necessary to enable employees and persons engaged in the operation to perform their duties; that includes a) SOPs (as previously described); and b) defining the duties and accountabilities of those persons responsible for managing the safe operation of aircraft.

## 4.0 INSTRUCTIONS TO BIDDERS

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

### Submitting a Tender

Please be advised that only electronic submissions will be permitted. Hardcopy submissions will not be accepted under any circumstances.

**Electronic submissions** can be submitted via the myTenders Portal at <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. The proposal must clearly state "Proposal Submission for Montserrat Air Transport Services – [Route Group Number(s)]"
- b. Bidders are asked to ensure that documents are uploaded under the appropriate heading, which you have registered for.

All proposals must be submitted electronically by the deadline specified in this Invitation to Tender. Late submissions will not be considered.

## 5.0 GUIDANCE NOTES

1. The Montserrat General Conditions of Contract will be adopted for this Contract. These are attached as **Appendix A**. Bidders are advised to satisfy themselves that they understand all the requirements of the Contract before submitting their Tender.
2. Bidders must complete the Form of Tender (Section 7.0), Document Check List (Section 8.0), and Anti-Collusion Statement (Section 10.0).
3. To constitute a compliant tender, Bidders must submit Priced and Signed Form of Tender, Tender Checklist, Tax Compliance Certificate and all other required documentation in each submission. Failure to fully complete these documents will lead to tenders becoming non-compliant and rejected.
4. Late submissions will not be considered. Late Tenders/Bids will be returned in line with the instructions for submitting a Tender/Bids
5. Bidders are to provide all documents and/or information requested as part of their tender submission. Bidders must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.

5. All tenders will be arithmetically checked; any errors will be brought to the bidder'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.
6. Bidders are not permitted to submit alternative tenders.
7. Clarifications and Amendments: Any requests for clarification must be submitted in writing no later than **Friday, 11<sup>th</sup> April 2025** The Government of Montserrat may issue amendments to the tender documents, which will be communicated to all potential bidders.
8. The Government of Montserrat is not bound to accept the lowest tender/bid and has the right to accept and reject any and all tender/bid offers. The Government of Montserrat reserves the right to accept or reject any or all proposals, to waive any informalities in the proposals received, and to award the contract(s) in whole or in part, as deemed to be in the best interest of Montserrat.
9. The Government of Montserrat will evaluate all proposals in accordance with the Evaluation Criteria and notify successful bidders. Contract negotiations will commence shortly thereafter.
10. Validity Period - The tenders/bids must remain valid for acceptance for a minimum of **one hundred & twenty (120) days** after the submission deadline, to allow time for evaluation, selection and any unforeseen delays. Should circumstances arise that require an extension to this period,
11. Bids must be completed in the English language or a full English translation provided at no cost to the GoM.
12. In completing Tender/Bid submissions and/or requesting clarification, Bidders must refer to the numbering format/section as set in the ITT. Bidders are encouraged to carefully review the tender requirements and ensure that all submissions are complete and compliant with the instructions provided.
13. All information provided in the proposal will be treated as confidential and will only be used for the purposes of evaluating the tender.
14. Any signatures must be made by a person who is authorised to commit the potential Bidder to the Contract.
15. Additional Information:
  - **Environmental Issues:** The GoM is committed to the protection of the environment and the promotion of sustainable environmental development. Potential Bidders should note the various obligations contained within the Contract, which will ensure that the successful Potential Bidder will provide the Contract in a non-detrimental manner to the environment.

- **Equalities & Diversity:** The GoM is committed to providing its services in a way, which promotes equality of opportunity at every possibility. It is expected that the successful Potential Bidder will be equally committed to equality and diversity in its service provision and will ensure compliance with all anti-discrimination legislation. Potential Bidders should note that the successful Potential Bidder would be asked to contract with the GoM to ensure that they adhere to these obligations and that the GoM will be able to monitor its compliance throughout the Contract Period. The GoM expects each Potential Bidder to state whether they would agree to be bound by such contractual obligations.
  
- **Financial Guarantee:** The GoM reserves the right to require the successful Potential Bidder to provide as security for the performance of the Contract, a performance bond or otherwise or as an alternative, require the parent company of the successful Potential Bidder to guarantee the performance of the Contract prior to the award of the Contract
  
- **Sub-Contracting and Consortia Arrangements:** Where a sub-contracting approach is proposed, all information requested should be given in respect of the prime contractor. Where sub-contractors will play a significant role in the delivery of the services or products under any ensuing contract, please indicate in a separate annex (by inserting the relevant company/organization name) the composition of the supply chain, indicating which member of the supply chain will be responsible for the elements of the requirement.  
It is recognized that arrangements in relation to sub-contracting may be subject to future change. However, Potential Bidders should be aware that where sub-contractors are to play a significant role, any changes to those sub-contracting arrangements may constitute a material change and therefore may affect the ability of the Potential Bidder to proceed with the procurement process or to provide the goods and/or services.  
If the Potential Bidder is a consortium, the following information must be provided:
  - full details of the consortium; and
  - the information sought in respect of each of the consortium's constituent members as part of a single composite response.
  - Potential Bidders should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium in a separate annex. If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided in the annex. However, please note the GoM reserves the right to require a successful consortium to form a single legal entity.
  - The GoM recognizes that arrangements in relation to consortia may (within limits) be subject to future change. Potential Bidders should therefore respond in the light of the arrangements as currently envisaged. Potential Bidders are reminded that any future proposed change in relation to consortia must be notified to the GoM so that it can make a further assessment by applying the selection criteria to the new information provided.

- **Sustainability:** The GoM has a statutory requirement to ensure compliance with a number of corporate considerations when providing its services either directly or via a third party. Consequently, the GoM is looking for a commitment within Tenders to assist the GoM in the following duties: Health and Wellbeing; Our Local Economy; Smarter Travel; Environmental Issues. Potential Bidders should note that the successful Bidder would be asked to contract with the GoM to ensure that they adhere to these obligations and that the GoM will be able to monitor its compliance throughout the Contract Period. The GoM expects each Potential Bidder to state whether they would agree to be bound by such contractual obligations.
- **Developing the Local Economy:** The sustainable development goal places an obligation on Government of Montserrat to consider how what is being procured will improve the economic, social and environmental well-being of our local area.
- **Bidder Performance:** The selected bidder may be evaluated throughout the course of service delivery in connection with any specific work or projects undertaken as a result of any agreement entered into between any bidder and the Government of Montserrat. The Government of Montserrat may also conduct periodic reviews/assessments of any selected bidder, taking into consideration, in addition to specific work related to the project undertaken by the bidder, ongoing bidder staff qualifications, experience, training, and staff changes. Any evaluation/assessment will be shared with the Bidder, with the goal of immediate and permanent resolution where concerns have been raised. The Government of Montserrat reserves the right to remove from the roster any selected bidder who has been qualified by this ITT process by way of written notice if, in the sole discretion of the Government of Montserrat, based on any on-going or specific evaluation or assessment of the bidder or its performance of any work, it is deemed to be in the Government of Montserrat's best interests.
- **Payments and Deposits:** Invoices will be paid within fourteen (14) days from the receipt of the invoice, subject to approval by Permanent Secretary to the Office of the Premier.
- **Indemnification:** The Successful bidder agrees to indemnify and save harmless the Government of Montserrat, its councillors, officers, agents, representatives, and employees, against all suits or claims, requests, legal action and liability regardless of the nature and expenses sustained from injuries or death or any damages or loss to property as a result of the usage of premises or in the execution of the Successful Bidder functions arising from this contract except to the extent of the Government of Montserrat's gross negligence. At no time will the Government of Montserrat be responsible for any injury sustained by the Successful Bidder, their employees or any person on the Government of Montserrat's premises, nor will the Government of Montserrat be responsible for any loss, including loss of profits or damage caused to the goods of the Successful Bidder, their employees or any other person, including damage to vehicles and their contents, while these goods are on the Government of Montserrat's premises or site. The Government of Montserrat shall not be liable for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit of the Successful Bidder arising out

of or in any way related to this ITT or subsequent contract.

## 6.0 EVALUATION OF BIDS

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

EVALUATION CRITERIA	SCORE
<b>Stage 1. Administrative Compliance</b> – refer to Section 6.1	PASS/FAIL
<b>Stage 2. Mandatory Technical Compliance</b> - see Section 6.2	
Regulatory Documentation and Technical Compliance – 6.2.1	PASS/FAIL
Insurance – 6.2.2	PASS/FAIL
Aircraft Suitability – 6.2.3	PASS/FAIL
<p><b>Stage 3.</b> Bid submissions which do not satisfy the requirements (pass) for both Stages 1 and 2, will be disqualified and not proceed to Stage 3 (or the Evaluation stage).</p> <p><i>Bids shall be evaluated to a total score of 100 points. The Technical Criteria shall have a total score of 60 and the Cost Proposal shall have a total score of 40</i></p>	
<b>Technical Criteria – 60</b>	
<p><u>Operational Experience and Financial Strength</u> - refer to Section 6.3.1</p> <ul style="list-style-type: none"> <li>• Operational experience with aircraft proposed – 10 points</li> <li>• Experience of Crew 10 points</li> <li>• Financial Strength – 10 points</li> </ul>	30
<p><u>Management</u> - refer to Section 6.3.1 and 6.3.2</p> <ul style="list-style-type: none"> <li>• Present safety plan (Section 3.5.3) – 15 Points</li> <li>• Quality Assurance and backup Plan for service continuity – 15 Points</li> </ul>	30
<b>Cost Proposal – 40</b>	
<p><u>Cost Proposal</u> – refer to section 6.4</p> <ul style="list-style-type: none"> <li>• Regular operations, cost per hour of service – 20 points</li> <li>• Special requests outside normal hours of operation, cost per hour of service – 20 points</li> </ul>	40
<b>TOTAL SCORE</b>	<b>100</b>

**6.1 Stage 1 - Administrative Compliance (Pass/Fail)**

Bidders must submit the following documents for stage 1 evaluation:

1. Completed and signed Form of Tender (**Section 7.0**)
2. Completed and signed Respondent’s Identification Details (**Section 8.0**)
3. Complete and signed Tender Checklist Form (**Section 9.0**)
4. Completed and signed Anti-Collusion Statement (**Section 10.0**)
5. A valid Tax Compliance Certificate (if bidder is a local company)
6. Complete Documentation, permits and certificates as indicated in **section 3.5.7**
7. Complete Technical Proposal as per requirements outlined in the Scope of Works (**Section 3**)
8. Complete Financial Proposal (**Section 6.4**)

This is a PASS/FAIL criterion. If all the above requirements are fulfilled, then the bidder would move onto the next stage of the evaluation. If any of the above-mentioned items are not submitted, then the Tender would be deemed non-compliant and rejected.

**6.2 Stage 2 - Mandatory Technical Compliance (Pass/Fail)**

6.2.1 Regulatory and Technical Compliance

<b>Regulatory &amp; Technical Compliance Evaluation Criteria</b>	
A1 Hold, or have clearly outlined plans to hold by the planned commencement date for operations as stated within the proposal, required technical approvals – Air Operator’s Certificate, relevant ETOPS approvals	Pass/Fail
A2 Hold, or have clearly defined plans to hold by the planned commencement date for operations as stated within the proposal, required economic regulatory approvals – Economic licences; designation by the UK Department for Transport or equivalent in any foreign point of origin; bilateral approvals within the relevant Air Services Agreements	Pass/Fail
A3 Hold, or have clearly identified plans to hold by the planned commencement date for operations as stated within the proposal, required insurance covering, as a minimum, aircraft insurance, passenger liability insurance, third-party liability insurance at levels appropriate to international commercial aviation	Pass/Fail
A4 Provide evidence that one or more aircraft suitable for the proposed operation is either on the bidder’s Air Operator’s Certificate of that a firm commitment is in place to acquire an aircraft prior to contract signature.	Pass/Fail

If current certificates or approvals are not available, the bidder should provide details of the processes and timelines required to achieve compliance.

6.2.2 Insurance

- a) Submit copies of the following insurance certificates from the Bidder's insurance broker:
  - i. Insurance for the proposed aircraft to be used for the services;
  - ii. Passenger liability insurance, and;
  - iii. Third party liability insurance.

6.2.3 Aircraft Suitability [Provide evidence of having suitable aircraft(s)]

Provide evidence of having a suitable aircraft type and in a position to commit one or more aircraft to the operation, in compliance with the technical requirements for the proposed route(s).

This evidence must comprise the following:

- a. Inclusion of a specific aircraft on the bidder's Air Operator's Certificate, and;
- b. The passenger configuration for each aircraft identified in the proposal.

Additionally, please provide the following data on the aircraft proposed:

- i. Aircraft type and variant; engine variant, if applicable,
- ii. Certificated weights for the aircraft – Maximum Take-off Weight, Maximum Landing Weight, Maximum Zero Fuel Weight,
- iii. The estimated Operating Weight Empty, including all equipment required on board to provide the services,
- iv. Seating configuration.

Kindly provide the following data on a typical aircraft in your fleet proposed for the operation:

- i. Date of manufacture;
- ii. Operating hours, as of the 31<sup>st</sup> of December 2024;
- iii. Engine hours, as of the 31<sup>st</sup> of December 2024;
- iv. Operating cycles, as of the 31<sup>st</sup> of December 2024;
- v. Date of last maintenance check.

### **6.3 Stage 3 – Evaluation: Technical Criteria (60 points)**

#### **6.3.1 Operational Experience and Financial Strength (30 points)**

Please describe the operational experience of the contractor providing similar services, passenger services (to and from) and search and rescue operations. The contractor should provide evidence that it fulfils the requirements as provided below:

- i. A minimum of three (3) years of continuous operational experience with the type of aircraft proposed;
- ii. A description of similar operations in the Caribbean in the past three (3) years, and;
- iii. Please provide details of any previous experience of operations to John A. Osborne Airport, Montserrat or any similar airport under approvals from ASSI or equivalent.
- iv. Please provide details of the number of VFR and IFR rated pilots in your organisation.
- v. Bidders should also submit a summarised audited financial statement (or summary financial statement prepared by a qualified accountant where audited account are not mandatory) for the past three (3) financial years.
- vi. Copy of credit report prepared by a credit company specialized in the preparation of “Business Credit Reports” such as Dun & Bradstreet (<https://www.dnb.com/>), CreditSafe (<https://www.creditsafe.com/>) or any other similar company.

#### **6.3.2 Business Continuity (30 points)**

Bidders are to provide a description of, but not limited to the service reliability aspects specified below:

- i. Safety and security requirements in line with Governor’s Instructions;
- ii. include, as a minimum the extent to which maintenance is performed in-house or sub-contracted.
- iii. Backup arrangements for service continuity; Please describe how you would address the requirements when aircraft may not be available due to unscheduled maintenance, weather related incidents or others.

### **6.4 Stage 3 – Evaluation: Financial Proposal (40 points)**

The Financial Proposal must include detailed breakdown of costs per hour per trip for a period of **two (2) years** from commencing of operations, and for an additional **two (2) years** in the event contract is renewed at the end of the initial two years.

The evaluation of the Cost Proposal will be conducted following a detailed analysis of the financial submissions by each bidder.

The evaluation will focus on the clarity and accuracy of the cost proposal, ensuring that the pricing is competitive and reasonable while maintaining the required standards of service.

Only those bids that meet the minimum score of **36 out of 60 points (60%)** of the technical proposal and pass the administrative compliance stages will proceed to the Financial Proposal Evaluation stage.

The Proposal should include the proposed fees per hour per trip as indicated in the Scope of Services **Section 3.5**

Bidders must complete the Form of Tender (see **Section 7.0**) and return it with their submission. Only **one (1)** Form of Tender should be submitted per proposal.

The Bid price is a significant factor and the Government of Montserrat will seek to ensure that the services are undertaken at the most economically advantageous price.

The Government of Montserrat is not bound to accept the lowest or any Bid. The percentage for this criterion will be calculated proportionately in comparison to other price submissions from Bids as describe in **Section 6.4.1**.

The Government of Montserrat will investigate Bids which it regards as abnormally low. Following investigation, if the tender is determined to be abnormally low it will be rejected. The investigation may consider the bid value in relation to internal estimates. The percentage for this criterion will be calculated proportionately in comparison to other price submissions from Bidders using the formula below.

#### 6.4.1 Methodology for evaluating your financial proposal (price)

For example, if the price element is worth 40 points:

$$\frac{\text{Lowest Price (A)}}{\text{Higher Price (B)}} \times 40 =$$

For example:

A's price = \$10,000      then A's score is 40 points for price element, and;

B's price = \$14,000      then B's score is \$10,000/\$14,000 x 40 = 28.57

## 6.5 Evaluation Scoring – Quality Criteria Methodology

<b>Scoring – Quality Criteria</b>	
<b>Rating of Response</b>	<b>Score</b>
<b>Very Good or Fully Compliant</b> 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.	5
<b>Good or Fully Compliant</b> 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 fully meet the requirements of the Contract.	4
<b>Satisfactory or Compliant</b> 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 Evaluation Panel is relatively confident that the Bidder has the ability to meet the requirements of the Contract.	3
<b>Weak or Partially Compliant</b> (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 Evaluation Panel has minor concerns regarding the Bidders ability to meet the requirements of the Contract.	2
<b>Unacceptable</b> (Major issues) Submission which clearly fails to meet requirements and is not explained. Key information requested has not been supplied and GoM has major concerns regarding the Bidders ability to meet the requirements of the Contract.	1
<b>Non-Compliant</b> 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.	0

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

Any Bidder who does not achieve any declared minimum quality score of 36 (of the 60 points technical proposal) will be deemed to have failed to meet the GoM's minimum acceptable standards and therefore will not be evaluated further and will not be considered for contract award.

The GoM also needs to be confident that the successful Bidder has a clearly identifiable organizational and financial structure to allow any remuneration on behalf of the service outlined in the Contract to be transparent, ring-fenced and auditable as part of the financial and monitoring arrangements.

## 7.0 FORM OF TENDER

The Chairperson  
Public Procurement Board  
Ministry of Finance and Economic Management  
Brades, Montserrat, MS1110

Dear Sir/Madam

### **Tender for the provision of Helicopter Services for the Montserrat Volcano Observatory (MVO)**

I/We the undersigned undertake to provide Air Transport Services in accordance with General Conditions of Contract and Scope of Service for the required period of two (2) years for the fee per hour per trip as follows:

*First two (2) years of contractual arrangement, fees per hour per trip:*

EC\$ / US\$ .....

(words).....,,.....

.....

*Second two (2) years of contractual arrangement, if contract is renewed, fees per hour per trip:*

EC\$ / US\$ .....

(words).....,,.....

.....

If my/our tender is accepted, I/We undertake to commence the Works within ..... **day/s** of receiving the official award letter.

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

I/We confirm this tender shall remain valid for a period of **one hundred and twenty (120) days** from the date of submission of this Tender.

Name: .....

Signed.....

Name of Company.....

Address .....

Tel. number .....

Email address .....

Date: .....

## 8.0 RESPONDENT'S IDENTIFICATION DETAILS

<b>A PERSONAL INFORMATION</b>																																																																																
BUSINESS NAME:.....REGISTRATION NUMBER:..... BUSINESS ADDRESS:..... ..... CONTACT PERSON:.....POSITION:..... TELEPHONE NUMBER(S):.....WEBSITE:..... EMAIL ADDRESS: .....																																																																																
<b>B QUESTIONNAIRE</b>																																																																																
1	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 45%;"></th> <th style="width: 5%; text-align: center;">√</th> <th style="width: 45%;"><b>Tick the applicable response</b></th> </tr> </thead> <tbody> <tr> <td></td> <td rowspan="4" style="vertical-align: top;">Your entity operates as which one of the following?</td> <td></td> <td>Sole Proprietorship</td> </tr> <tr> <td></td> <td></td> <td>Partnership</td> </tr> <tr> <td></td> <td></td> <td>Limited Liability</td> </tr> <tr> <td></td> <td></td> <td>Others</td> </tr> <tr> <td></td> <td rowspan="5" style="vertical-align: top;">How many years has your entity been in operation?</td> <td></td> <td>(0-1)</td> </tr> <tr> <td></td> <td></td> <td>(1-3)</td> </tr> <tr> <td></td> <td></td> <td>(3-5)</td> </tr> <tr> <td></td> <td></td> <td>(5-10)</td> </tr> <tr> <td></td> <td></td> <td>(10 &amp; Over)</td> </tr> <tr> <td></td> <td rowspan="4" style="vertical-align: top;">Number of Employees within your entity?</td> <td></td> <td>(1-5)</td> </tr> <tr> <td></td> <td></td> <td>(6-10)</td> </tr> <tr> <td></td> <td></td> <td>(11-15)</td> </tr> <tr> <td></td> <td></td> <td>(16 &amp; Over)</td> </tr> <tr> <td></td> <td rowspan="4" style="vertical-align: top;">How many similar contracts has your entity successfully completed in the last 2 years?</td> <td></td> <td>(1-3)</td> </tr> <tr> <td></td> <td></td> <td>(4-6)</td> </tr> <tr> <td></td> <td></td> <td>(7-9)</td> </tr> <tr> <td></td> <td></td> <td>(10 &amp; Over)</td> </tr> <tr> <td></td> <td rowspan="4" style="vertical-align: top;">What is the highest sum of any of the contracts completed in the last 2 years?</td> <td></td> <td>(50-100)K</td> </tr> <tr> <td></td> <td></td> <td>(101-200)K</td> </tr> <tr> <td></td> <td></td> <td>(201-400)K</td> </tr> <tr> <td></td> <td></td> <td>Over 400K</td> </tr> <tr> <td></td> <td rowspan="2" style="vertical-align: top;">Has your entity failed to complete a contract for a public or private entity?</td> <td></td> <td>YES</td> </tr> <tr> <td></td> <td></td> <td>NO</td> </tr> </tbody> </table>			√	<b>Tick the applicable response</b>		Your entity operates as which one of the following?		Sole Proprietorship			Partnership			Limited Liability			Others		How many years has your entity been in operation?		(0-1)			(1-3)			(3-5)			(5-10)			(10 & Over)		Number of Employees within your entity?		(1-5)			(6-10)			(11-15)			(16 & Over)		How many similar contracts has your entity successfully completed in the last 2 years?		(1-3)			(4-6)			(7-9)			(10 & Over)		What is the highest sum of any of the contracts completed in the last 2 years?		(50-100)K			(101-200)K			(201-400)K			Over 400K		Has your entity failed to complete a contract for a public or private entity?		YES			NO
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<p>I hereby certify that the information outlined in this document is true and accurate to the best of my knowledge and belief. I understand that any false statement may result in a denial of a contract and possible debarment from future prospects.</p> <p>..... (Signature of Business Representative)</p> <p>..... <i>Date</i></p> <p style="text-align: right; margin-right: 100px;">Business Name/Stamp</p>																																																																																

## 9.0 TENDER CHECKLIST

Project Title: **ITT Helicopter Services for Montserrat Volcano Observatory**  
 Date advertised: **Wednesday, 19<sup>th</sup> March 2025**  
 Clarification Deadline: **Friday, 11<sup>th</sup> April 2025**  
 Tender Deadline Date: **Wednesday, 23<sup>rd</sup> April 2025**  
 Tender Deadline Time: **12.00 midday (GMT-4)**

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

		Place X mark to confirm inclusion in the Proposal
Stage 1	Completed and Signed Form of Tender (Section 7.0)	
	A valid Tax Compliance Certificate (if bidder is a local company)	
	Completed and Signed Anti-Collusion Statement (Section 10.0)	
	Completed and signed Respondent's Identification Details (Section 8.0)	
Stage 2	Regulatory and Technical Compliance – 6.2.1	
	Insurance – 6.2.2	
	Aircraft Suitability – 6.2.3	

The following documents that should be provided as part of the Bidder's Technical Proposal:

Stage 3	<u>Operational Experience and Financial Strength (Section 6.3.1)</u>	
	Requirements / Documentation and Permits (Section 3.5.7)	
	<u>Business Continuity (Section 6.3.2)</u>	
	<u>Financial Proposal (Section 6.4)</u> detailed breakdown of costs per hour per trip for a period of two years (2) years from commencing of operations, and for an additional two (2) years in the event contract is renewed at the end of the initial two years	

.....  
Signed on behalf of Contractor

.....  
Date

**10.0 GOVERNMENT OF MONTSERRAT - TENDER ANTI-COLLUSION STATEMENT**

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

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

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

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

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

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

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

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

SIGNATURE.....IN CAPACITY OF.....

DATE.....2025

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 .....

## 11.0 APPENDIX A FORM OF AGREEMENT

Contract No: / 2025

This Agreement is made the XX day of XX, 2025 between the Government of Montserrat having its headquarters at Government Headquarters, Brades, Montserrat acting herein (hereinafter referred to as "GOM") and represented by the Director, Montserrat Volcano Observatory (hereinafter referred to as "MVO") of the one part and \_\_\_\_\_ whose address is \_\_\_\_\_ acting herein and represented by \_\_\_\_\_ (hereinafter referred to as "the Supplier") of the other part.

### 1. INTERPRETATION

1.1. In these conditions: -

The Agreement means the agreement concluded between the GOM and the Supplier, including all specifications which are described and attached hereto to include the tender instructions, scope of works and other documents which may be incorporated or referred to herein;

The "contracting authority" means the Government of Montserrat GOM.

The "Supplier" means the company/ companies/ individuals that have responsibility for carrying out the requirements of the contract.

The "Contract Price" means the gross price to be paid by GOM and the method of payment of the Contract Price shall be agreed between the parties.

### 2. VARIATIONS OF CONDITIONS

The supply and delivery of Services outlined in Appendix A shall be carried out in accordance with the conditions and requirements of this Agreement and no amendment or variation either to the terms and conditions or to the requirements shall be made unless agreed in writing between the parties and incorporated into this Agreement.

### 3. NON-DELIVERY

Without prejudice to any other right or remedy, should the Supplier not deliver the Services or any portion thereof within the time or times specified in the Agreement, except in cases of force majeure or unsafe flying conditions (inclement weather) and subject always to the receipt of written notice within five (5) days of the force majeure event relied on or if the Services are delayed due to events outside of the Supplier's control, in which case the Supplier shall be entitled to a fair and reasonable time for such delay, then:

3.1. The GOM shall be at liberty to determine the Agreement and to procure services of the same or similar description from another Supplier to make good such default; and

3.2. The GOM shall recover from the Supplier any sum or sums paid to the Supplier in respect of the Services. Also, the GOM shall be able to recover from the Supplier any increased costs resulting from obtaining supplies from an alternative supplier.

3.3. Subject to clause 3 herein, in the event the Supplier shall not be able to provide the Services due to unsafe flying conditions, inclement weather or for reasons beyond its control, this shall not constitute grounds to terminate or cancel the Agreement. In such circumstances the Supplier shall be permitted to provide the Services (or make up the time) as agreed by the parties and time made up shall not constitute additional Services under Clause 4 below.

#### 4. PAYMENT

4.1. As full consideration for the Services performed by the Supplier under the terms of this Agreement, the GOM shall pay the Contract Price in weekly instalments within 14 days of receipt of an invoice, payable against original invoices delivered to the GOM by the Supplier. The Parties agree that the GOM shall compensate the Supplier for any additional Services provided over the minimum XXX-hour weekly visits at a rate of XXXX per flight hour and the Supplier shall invoice the GOM for the additional Services. The GOM shall give notice in writing to the Supplier of its intention not to pay such fees and/or invoices and provide the relevant reason where:

- a. The Supplier has failed to carry out Services, or has inadequately carried out Services required by this Agreement to be carried out and has not remedied such failure or deficiency within a reasonable time;
- b. The Supplier, by act or omission has caused damage to personnel or property of the GOM or any third party;
- c. There is a breach of any other provision of this Agreement; and upon giving such notice, the GOM may withhold payment accordingly.

4.2. In the event any sum of money shall be recoverable from or payable by the Supplier, the GOM shall be allowed to deduct any sum then due or which at any time thereafter may become due to the Supplier under the Agreement as a debt, providing that such sum is agreed by the parties as recoverable by GOM or has been fully ascertained and substantiated.

#### 5. INDEMNITY AND INSURANCE

5.1. Supplier shall be liable for and shall indemnify the GOM against any liability, loss, costs, expenses, claims or proceedings whatsoever arising under any statute or common law in respect of: -

- 5.1.1 Any loss of or damage to property (whether real or personal) caused by the Supplier, its servants or agents; and
- 5.1.2 Any injury to any person including injury resulting in death, in consequence of or in any way arising out of any negligent act or omission which may arise in the performance of the Agreement by or on behalf of the Supplier

except insofar as such loss, damage or injury shall have been caused by negligence on the part of the GOM, its employees, servants or agents.

5.2. Notwithstanding any other term to the contrary in this Agreement or any related document and whether the cause of action for any claim arises under or in connection with this Agreement in contract or tort, in negligence or for breach of statutory duty or otherwise, in relation to any and all causes of action as aforesaid the total liability of the Supplier in the aggregate for all claims made under this Agreement shall be limited to the sum of three times the Contract Price payable under this Agreement.

5.3. Neither party shall be liable to the other for any indirect, special or consequential loss (including but not limited to loss of profit whether direct or indirect, loss of production, loss of contracts, loss of use, loss of business, and loss of business opportunity.

#### 10.1.1 6. INSURANCE

6.1 The Supplier shall insure against its full liability under this Agreement.

6.2 The Supplier shall produce to GOM, upon request, documentary evidence that insurance is properly maintained.

#### 7. ASSIGNMENT

7.1 The GOM shall be entitled to assign the benefit of this Agreement or any part thereof and shall give written notice of any assignment to the Supplier.

7.2 The Supplier shall not: -

7.2.1 Assign the Agreement or any part thereof or the benefit or interest of the Agreement without the prior written consent of the GOM; or

7.2.2 Subcontract any provision of the Agreement or any part thereof to any person without the previous written consent of the GOM, such consent shall not be unreasonably withheld or delayed, which if given shall not relieve the Supplier from any liability or obligation under the Agreement and the Supplier shall be responsible for the acts, defaults, or neglect of any sub Supplier or his agents or employees in all respects as if it were the acts, defaults or neglect of the Supplier or its agents or employees.

#### 8. CONFIDENTIALITY

8.1 All information, requirements, documents and other data which the GOM may have imparted and may from time to time impart to the Supplier relating to its business, employees, customers, prices, requirements, or any computer system (including hardware and software or maintenance thereof and including any technical specifications is proprietary and confidential.

8.2 The Supplier hereby agrees that it shall use such confidential information and all other data solely for the purposes of this Agreement and that it shall not at any time during or any time after the completion, expiry or termination of this Contract,

disclose the same whether directly or indirectly to any third party without the GOM's prior written consent.

8.3 The obligations set forth in Clauses 8 and 16 shall expire two (2) years after the termination of the Agreement.

## 9. BRIBERY AND CORRUPTION

Either party shall be entitled to determine the Agreement and to recover from the other party the amount of any loss resulting from such action if: -

9.1 Any party that has offered or given or agreed to give to any person any gift or consideration of any kind as inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the Agreement or any other agreement with the other party; or

9.2 The like acts shall have been done by any person employed by the Parties or acting on its behalf (whether with or without the knowledge of the Party); or

9.3 In relation to any contract with the GOM the Supplier or person employed by it or acting on its behalf shall: -

9.3.1 Have committed an offence under the Integrity in Public Office Act No. 2 of 2010 or

9.3.2 Have given any fee or reward, the receipt of which is an offence, under the relevant laws.

9.4 In the performance of their obligations under or in connection with this Agreement the parties, their agents and employees shall comply with all applicable laws, rules and regulations including and not limited to the Bribery Act 2010 and where appropriate, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

## 10. TERMINATION

10.1 Either party to this Agreement may terminate this Agreement in any of the circumstances set out below by giving to the other party notice in writing where that party ,-

10.1.1 commits a material breach of any of its obligations under this Agreement; and despite notice of such breach in writing, the breaching party fails to remedy such breach within 14 days of the notice then the non-breaching party may terminate the Agreement forthwith.

10.1.2 becomes bankrupt or makes a composition or arrangement with its creditors or has a proposal in respect of its company or partnership for the voluntary arrangement for the composition of debts or scheme or

arrangement approved in accordance with the Companies Act or the Bankruptcy Act;

10.1.3 Has a winding-up order made or (except for the purposes of amalgamation or Reconstruction) a resolution for voluntary winding-up passed;

10.1.4 Has a provisional liquidator, receiver or manager of its business or undertaking duly appointed;

10.1.5 Has an administrative receiver appointed;

10.2 In circumstances which entitle a court or creditor to appoint or have appointed a receiver, a manager or administrative receiver or which entitle a court to make a winding-up order, then in any such circumstances either party may without prejudice to any accrued rights or remedies under this Agreement, terminate the Agreement by giving notice in writing.

10.3 If the Agreement is terminated by the GOM as provided in this condition then the GOM shall:

10.3.1 Cease to be under any obligation to make further payment until the costs or loss resulting from or arising out of the termination of this Agreement shall have been calculated, and shall make such payment only in accordance with a court order or pursuant to the applicable law,

10.3.2 Be entitled to repossess any of its Equipment (if any) in the possession of the Supplier;

10.3.3 Be entitled to deduct any losses to the GOM resulting from or arising out of the termination of this Agreement (from any sum or sums which would but for the termination of the contract as aforesaid have been due from the GOM to the Supplier as a debt). Such loss shall include the reasonable cost to the GOM of the time spent by the GOM in terminating of the Agreement as aforesaid have been due to the Supplier.

## 11. WAIVER

11.1 The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement. No waiver of any default or non-performance by any party shall be considered a waiver of any subsequent default or non-performance.

## 12. COMPLETE CONTRACT

12.1 This Agreement supersedes any prior Agreement between the parties whether written or oral relating to the subject matter hereof, but without prejudice to any rights which have already accrued to either of the parties.

### 13. GOVERNING LAW

13.1 This Agreement shall be governed by the laws of Montserrat in every particular and shall be deemed to be made in Montserrat.

### 14. FORCE MAJEURE

Both parties shall be released from their respective obligations in the event of national emergency, natural disaster (excluding volcanic activity), war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this Agreement impossible whereupon all money due under this Agreement shall be paid immediately.

### 15. NOTICES

15.1 Any notice required to be served under this Agreement shall be in writing and may be served by electronic mail to the correct address, facsimile transmission to the correct number, post or hand delivery to the last known business address of the party upon whom it is being served. Notice shall be deemed to have been effected within 24 hours of the date of sending of the notice when sent by electronic mail or facsimile transmission, within 72 hours of the date of posting of the notice when sent by post and upon delivery when hand delivered.

15.2 A notice shall be delivered as follows:

A. if to the Supplier, to:

B. if to the GOM, to:

### 16. CONFIDENTIALITY

16.1 The Supplier shall not at any time during or after the term of this Agreement divulge or allow to be divulged to any person any information which comes into its possession by virtue of its performance of this Agreement, which relates to the business and affairs of the GOM except upon authorization by the GOM. The Supplier shall not seek to acquire any such information outside of the performance of its duties under this Agreement.

### 17. MEDIATION

17.1 If a dispute arises under this Agreement the parties agree to first try to resolve the dispute through mutual agreement within 30 days. If unsuccessful, then the dispute shall be settled with the help of a mutually agreed-upon mediator in Montserrat. The parties shall share any costs and fees other than attorney fees associated with the mediation equally.

## 18. SIGNATURES

18.1 Each party represents and warrants that on this date they are duly authorized to bind their respective principals by their signatures below.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by terms hereof.

A. SUPPLIER

B. GOM

**SCHEDULE 1  
CONTRACTORS PROPOSAL**

**SCHEDULE 2  
AIRCRAFT(S) SPECIFICATIONS, PERMITS AND CERTIFICATES**

**SCHEDULE 3  
WIRE TRANSFER DETAILS**

**12.0 APPENDIX B Aerial Work Application Form**

## **13.0 APPENDIX C - Documentary Requirements for Airlines Wishing to Operate in UK Overseas Territories**

**14.0 Appendix D - OTAC 91-10 'Safety Assessments'**