

**TURKS AND CAICOS ISLANDS AIRPORTS AUTHORITY**



**INVITATION TO TENDER  
FOR  
CONSULTANCY SERVICES FOR A STRATEGIC MASTER  
PLAN FOR THE TCIAA**

**TENDER REFERENCE NUMBER TR 23/32  
CONTRACT NUMBER TCIAA 04/2023**

**Wednesday, 30 August 2023**

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## INTRODUCTION

This Invitation to Tender (ITT) relates to **CONSULTANCY SERVICES FOR A STRATEGIC MASTER PLAN FOR THE TCIAA, Tender Reference Number TR 23/32, Contract Number TCIAA 04/2023.**

It outlines the general requirements, scope of services and instructions to tenderers and is being issued for eligible Consultants to submit proposals in response to the published tender notice.

The full set of Tender Documents consists of the following:

- a. PUBLISHED TENDER NOTICE
- b. INTRODUCTION
- c. BACKGROUND
- d. TERMS OF REFERENCE
- e. PART A: INSTRUCTIONS TO TENDERERS
- f. PART B: GENERAL REQUIREMENTS
- g. PART C: TENDER EVALUATION
- h. PART D: CONTRACT AWARD
- i. APPENDIX 1: TENDER EVALUATION CRITERIA
- j. APPENDIX 2: CERTIFICATE OF NON-COLLUSION
- k. APPENDIX 3: TENDER RESPONSE FORM
- l. APPENDIX 4: DRAFT CONTRACT
- m. APPENDIX 5: TENDER ENVELOPE LABEL
- n. Any Issued Addendum

Tenders in conformity with all elements of **Appendix 1: Tender Evaluation Criteria** must be enclosed in a sealed envelope with **Appendix 5: Tender Envelope Label** attached firmly to the front.

**The sealed envelope should not carry any identification marks indicating the sender of the envelope.**

A virtual pre-tender meeting will be held at **10:00 A.M. on Thursday, 14<sup>th</sup> September 2023** via Microsoft Teams. Interested persons may register their attendance via the link provided in the Tender Notice on the Turks and Caicos Islands Government's website at <https://www.gov.tc/government-tenders>.

## BACKGROUND

The Turks and Caicos Islands (TCI) is positioned as a Caribbean niche tourist destination, with traffic mainly composed of high-yield North American inbound tourists. The TCI also welcomes regularly scheduled flights from London, UK and Toronto, Canada. The TCI still has room to increase its touristic hotel offer density, the main driver for air traffic development.

To this end, the Turks and Caicos Islands Government (TCIG) through the Turks and Caicos Islands Airports Authority (TCIAA) is desirous of securing a strategic master plan to guide infrastructure, economic, and investment goals for the TCIAA and TCI's network of airports over the next 30 years. The development and use of this plan are critical to the Government's delivery of resilient infrastructure, institutions, and investment opportunities capable of advancing the TCI as an extremely modern and economically and socially thriving small state. It will inform the development and investment strategy and process for the TCIAA and its airports and will ensure that future decision-making is consistent with strategic and long-term aviation and economic development objectives.

The TCIAA is a corporate body created under the Turks and Caicos Islands Airports Authority Ordinance and is responsible for the control, management, operation, and development of all of TCI's public airports. At present, there are six airports under the charge of the TCIAA, namely:

1. Howard Hamilton International Airport [Providenciales];
2. JAGS McCartney International Airport [Grand Turk];
3. Norman B. Saunders Sr. International Airport [South Caicos];
4. Clifford Gardiner International Airport [North Caicos];
5. Henry Leon Wilson Airport [Salt Cay]; and
6. Eric Arthur Airport [Middle Caicos].

The existing network and its airports' infrastructure vary significantly by size, utilization, and resources, and a roadmap for responding to market demands and business opportunities is absent. It is for this reason, the Government has identified the immediate and ongoing development of TCI's airports as a high strategic priority, vital to the economic growth and sustainability of the TCI.

By this Invitation to Tender, the TCIAA is requesting proposals from airport planning, engineering, and investment firms for professional services relating to the preparation of a **STRATEGIC MASTER PLAN** for the TCIAA and its network of airports.

## TERMS OF REFERENCE

The successful Consultant shall have a recent background in preparing Airport Master Plans for commercial service airports with a particular focus on forecasting, airfield analysis, determining critical aircraft, land use planning, environmental planning encompassing sustainability, and financial and investment planning.

The consultant team shall liaise closely and work with the TCIAA and other Government agencies and industry stakeholders and shall coordinate their work to provide TCIAA with a comprehensive strategic masterplan (which is inclusive of specific master plans for each airport site developed within the context of a national network of airports).

### Objective

The purpose of this exercise is to receive proposals from reputed international airport planning, engineering, business development and investment firms to conduct an airports master plan study and consultancy, analyzing existing and potential future operations for the TCIAA and its airports, and to develop a Strategic Master Plan (“SMP”) for the TCIAA (inclusive of sub-master plans specific to each airport) to guide future infrastructure (enhancement, development, and expansion), economic, business development, technology, and investment goals for the TCIAA. The SMP will generally cover aeronautical and non-aeronautical development at TCIAA’s six (6) airports for a thirty (30) year forward projection with planned reviews at five (5) year increments during the projection period.

The TCIAA desires to achieve balanced growth of airport infrastructure and investment opportunities while maintaining high-quality levels with modern, progressive, and ground-breaking initiatives within a variety of areas including technological advancement, the expansion of income, investment and economic opportunities from a social perspective, environmental preservation and conservation, and human capital development.

- Guiding Principles for the TCIAA’s SMP
- Forward Thinking
- Engaging
- Inclusive Growth
- Unique
- Resilient
- Safe
- Sustainable

### Scope of Services

The SMP will contain at least, but not limited to, the following points:

- (i) Expectations of growth and development of each of TCIAA’s six (6) airports in stages or phases.

- (ii) A study of existing passenger, cargo, and aircraft movement patterns of TCIAA airports must develop an appropriate model for TCIAA considering the economic, social, and political environment of the Country and Region.
- (iii) A programme of construction, maintenance, expansion and modernisation of infrastructure, facilities and equipment per local and international standards and regulations.
- (iv) A detailed investment programme for the years 2024 – 2030, as well as the concepts and amounts of the most significant investments estimated for the subsequent five-year periods.
- (v) Layout plans of proposed major facilities and equipment including airports site layout, obstacle limitations, terminal area plan, airport RFF training grounds, hangars, cargo hubs, ground access plan, and land use plan - drawings must show development phases over the immediate, medium, and long terms.
- (vi) The development and inclusion of individual airport master plans specific to each of TCIAA's six (6) airports developed within the context of a national network of airports, to indicate phased development plans for the next thirty (30) years with forecasted air traffic demands (passenger, cargo & aircraft) for each and every stage of development in the long, medium and short term. The Strategic Master Plan shall be supported with 3D animation, Basic Conceptual site development designs, together with cost estimation with the options and a report on feasibility in terms of Financial, Economic and Social of such stages with options. This includes all infrastructure, including air navigation and service requirements. An inventory of the existing airport lands and the identification of land requirements and possible zoning restrictions needed to support the development of TCIAA as per paragraphs (i), (iii), (iv) and (V) above.
- (vii) Strategies to increase Air Traffic Control (ATC) flow rate and reduce runway occupancy, guided by an analysis of existing and future airfield layouts and existing and future airspace requirements.
- (viii) A financial investment plan identifying opportunities and strategy for increasing and diversifying TCIAA capital gains through both aeronautical and non-aeronautical avenues (e.g., hotels, offices, and other real estate).
- (ix) An environmental sustainability plan.

The projects currently in execution at each of TCIAA's airports should be considered in the proposals for works and infrastructure. Summaries of these works in motion are provided below and the details of each work will be provided to the successful Consultant.

**In addition to the minimum content established for the SMP, as a complement to the required information, the SMP shall include at least the following studies/proposals:**

- **Analysis of TCIAA's Airports Network**

A study of the TCIAA's operation and management of its national network of six (6) airports inclusive of how they relate and depend on each other, and their potential for collaborative growth.

- **Analysis of the Airport Environment and Surroundings for each Airport**

The physical environment (topography of the area, flora and fauna, geology, hydrology, meteorology, wind study, etc.) and the socioeconomic environment with economic and population study of the area of influence will be analysed. The consultant shall identify and consult with the most important stakeholders and associations in economic and commercial matters, in addition to analysing the current transport system to assess how the physical and socioeconomic environment affects or may affect the development and traffic of each airport.

- **Current Situation of Each Airport**

The current situation of each airport will be analysed, including descriptive and capacity information of the systems that make up each airport's infrastructure, such as airfield, existing terminal buildings, security facilities, restricted access areas, vehicle parking, roads, navigation aid facilities, cargo, industrial and general aviation facilities, airport customers, technical buildings and other facilities and services, fuel supply facilities, energy and water distribution pipelines, treatment plants, waste treatment, etc. This includes the observations made by the relevant authorities in which the requirements of maintenance and development of the infrastructure are to be highlighted.

- **Air Traffic Forecast from a Network Perspective and Per Airport**

Design traffic will include aircraft movements, passenger, and cargo data segmenting commercial, general aviation, and police/regiment usage components. The "standard day" and peak hours of operation will be determined at each airport and generally for the network, all segregated into arrivals and departures by traffic types, domestic, international, regional, and aircraft type.

- **Analysis of the Capacity/Demand Ratio/Future Requirements**

An analysis of the current capacity of each airport facility and infrastructure (whether built or in the process of construction) will be carried out showing the real capacities, the dysfunctional and current deficiencies, and will compare these with the expected demand, establishing the future needs for expanding the infrastructure for the different stages and for the study horizons.

Projects programmed from 2023 through to 2028 shall be taken into account, which are in progress and may affect the capacity analysis for the period considered.

The capacity and demand analysis will be carried out for all airport infrastructure, including the airside, aprons, terminal buildings, administrative buildings, access roads, car parks, operational equipment, passenger and baggage facilities, general aviation facilities, air cargo, industrial areas, water and electricity supplies, services, etc.

For the calculation of the capacities of the infrastructure and facilities described above, the most current methodology included in the Airport Development Reference Manual (ADRM) issued by International Air Transport Association (IATA) must be used, as well as the use of internationally accepted methodologies.

Additionally, internationally recognized simulation programs must be used for the calculation of capacities of the most significant infrastructures and facilities, including:

a) Airspace and airfield

Depending on the scheduling of aircraft traffic, the aircraft mix, the procedures and separations established by ATC, both visual and electronic aids for navigation and landing, and the configuration of the airfield (runway length, rapid exit taxiway, taxiway configuration, etc.) to calculate the capacity of the airspace and airfield.

b) Apron

Depending on the composition of fleets and operating procedures, determine the capacity of the apron (including gates and stands, to optimize the design and dimensions of taxiways and aprons.

c) Infrastructure

The parameters established in the most current IATA ADRM for optimum level in terms of space in square meters per passenger and queue times in the different areas of the terminal building will be taken into account, as well as the capacities of other facilities, including, but not limited to baggage claim carousels, check-in counters, security processing points, space/facilities for authorities such as Customs, Immigration, Health Department, Police, Regiment, Special Needs, Food and/or Animals.

In addition to calculating infrastructures according to IATA ADRM, they will also be calculated considering the standards accepted by ICAO for quality and optimal service level.

The chosen consultant shall evaluate the ability of the existing facilities to support forecasted demand. This will include an analysis of the terminal, landside, and airside to ascertain what demand levels will activate the need for future facilities expansion or improvements in five-year planning horizons.

▪ **Maximum Development Assessment for Each Airport**

The SMP will contemplate for the airport a study/projection of the maximum possible development, which will be set according to the potential traffic and the environment of the airport. This maximum development will be presented in an airport layout plan for each



airport where a proposal for configuration and zoning of infrastructure will be indicated, as well as the capacity of operations and passengers it could serve and the time horizon in which it could be reached.

- **Environmental Assessment and Analysis**

An analysis of the current environmental situation will be carried out in terms of compliance with the Turks and Caicos Islands environmental regulations, proposing the improvements that are considered necessary for the conservation of the environment under the applicable provisions.

The following elements will be addressed: noise exposure (due to approach, landing, and take-off procedures), comparable land use, social impacts, induced socioeconomic impact, air quality, water quality, groundwater, biotic communities, wetlands, flood plains, coastal zone & coastal barrier management program, energy supply, natural resources, carbon emissions, solid waste impact, construction impacts, environmental consequences, and other environmental considerations.

- **Program of Conservation and Maintenance of Infrastructure, Facilities and Equipment**

The SMP will include an annual program for the conservation and maintenance of infrastructure, facilities and equipment, as well as a program of supervision and quality control. Monitoring and supervision report formats shall be included, for one of the methodologies selected by TCIAA.

Analysis should be carried out on the studies of pavements of the airfields of the airport to include in the program the rehabilitations that need to be carried out.

- **Study of discrepancies concerning local and international regulatory standards and recommendations (safety)**

The output must include in the Annex to the SMP, a list of the discrepancies between the infrastructures, facilities and equipment currently existing and the ICAO, Turks and Caicos Islands Civil Aviation Authority (TCICAA) and Air Safety Support International (ASSI) standards and recommendations.

Likewise, an economically valued list of the actions that the infrastructures, facilities and equipment may need to adapt to the ICAO, TCICAA, and ASSI recommendations in force and those that must be foreseen as part of the breaches detected during the certification processes, in five-year planning horizons, will be included.

The consultant shall also develop a safeguarding plan to ensure that future land uses in areas around an airport are compatible with its continued operation. The safeguarding plan will take into consideration both the ‘Obstacle Limitation Surfaces’ (OLS) and the ‘Instrument Flight Procedure’ (IFP).

- **Infrastructure Investment Plans**

The consultant must provide realistic development plans that prioritize and stage the proposed development over the immediate five (5), ten (10), twenty (20) and thirty (30) year-planning horizons. The consultant must include a detailed study and proposal of annual investments of the first five (5) years, as well as a concept and amounts of the most relevant investments for the subsequent ten (10) years, while always maintaining the needs of capacity and facilities to meet the expected traffic demand across all network airports.

The investment program must include not only the description and economic valuation for the infrastructure development but also the actions of modernization and rehabilitation of facilities and acquisition of equipment, as well as the estimated amounts of those design and technical studies, projects and supervision of works that are considered necessary for the fulfilment of the investments proposed. This program shall be annual. Current investment plans for the redevelopment of the Howard Hamilton International Airport (PLS) must be included as part of the overall programme.

A support document must be generated where a matrix is established detailing the items and other information that will integrate the investment program.

- **Environment Strategy**

The consultant must provide a study and extensively designed environmental strategy for the TCIAA covering the period of the SMP adopting a risk-based approach to an environmental management framework. Though small the TCI is a small jurisdiction in comparison to where most of the world's leading airports are located, the TCIAA aims to become an industry leader in the development and management of small island state airports concerning sustainability, responsible growth, and social and corporate environmental responsibility. We are committed to integrating sustainability into our airports through initiatives such as energy and water conservation, the usage of advanced technologies, and renewable energy. The Environmental Strategy must provide a measurable strategic direction for environmental performance and management of all of TCIAA's airports. The plan must prioritize and state objectives to be achieved over the first five years of the SMP's term, with concepts and relevant investments and achievements to be made over the subsequent ten (10), and fifteen (15) year periods of the SMP.

The Environment Strategy must establish a framework for assessing compliance and ensure that all operations at each of TCIAA's airports are undertaken per relevant environmental legislation and standards. It must also promote the continual improvement of environmental management and performance at each airport. It must also direct improvements in environmental sustainability and the minimising of environmental footprint and working standards toward a more efficient and resilient network of airports. Once approved by the Cabinet of the TCIG, the environmental strategy will become a legally binding document for the environmental management of operations at TCIAA's network of airports.

In conducting the study and preparing the Environment Strategy, the consultant will be required to consider and integrate among others, green energy initiatives; investigation, rehabilitation, and management plans relating to habitats of threatened and endangered species; energy supply and natural resources; waste management, recycling, and composting; socioeconomics, environmental justice, and health and safety risks to vulnerable persons; climate; air emissions and pollution mitigation; and construction impact.

- **Strategic Financial Business Investment Analysis and Plan**

The consultant must provide a detailed investment analysis evaluating investments, industry trends (both aeronautical and non-aeronautical; airline/airport industry related and beyond core airport operations) and economic cycles to identify and diversify investment opportunities, anticipate future performance and build a solid portfolio management strategy.

Using a Commercial and/or Finance/Business Investment Strategist as part of the team, the consultant must propose a robust Business Investment Strategy which aims to diversify and increase the TCIAA's future income beyond core airport operations, exploring new sources of private capital (including potential partnerships), and ultimately boosting the economy of the TCI, making a better for business and people empowering environment.

- **Technology Integration**

The SMP must include a Technology Master Plan (TMP). The technology will focus on the design, development and application of information and technology strategy for the TCIAA. The plan will lay out the information and technology skills, training, hardware, software, services, and processes needed to support and improve the TCIAA's operation, with further emphasis on what will be required to maximise the benefits of improved and expanded infrastructure. The TMP should establish the framework for TCIAA and its airports to embrace and aggressively explore new technology, including cyber security, consistently anticipating, accommodating, and exceeding global airport technology products and standards.

## **Deliverables**

The Consultant shall provide the following at the end of the exercise:

1. A detailed report, i.e. the Strategic Master Plan (SMP).
2. A summary booklet in print-ready format, capable of being mass printed and published online for the benefit of informing the public on the key points of the SMP (goals and strategies), intended on building public confidence in the SMP and support.
3. A PowerPoint presentation providing the executive summary and a summary of the SMP for live delivery to the Cabinet of the Turks and Caicos Islands Government and the public.
4. A Fact Sheet of Frequently Asked Questions (FAQ) prepared with the assistance of the TCIAA's project management team for the SMP to be used as an additional tool for educating the public on the purpose of the SMP, requirements, value, proposed outputs, and the intended impact.

5. A comprehensive collection of drawings to identify the current state of infrastructure and proposals for the development of new infrastructure and/or airport site development. At least the following drawings shall be included:
  - a. Location maps for each airport
  - b. Current configuration and zoning drawings
  - c. Airport Layout Plans with the proposed development and zoning (general and by stages)
  - d. Plans with maximum foreseeable development and zoning
  - e. Safeguarding Maps
  - f. Noise exposure modelling and contours maps

### **Documents Format**

A web-based electronic document management system must be enabled in agreement with TCIAA, to share information for the reviews and updates that are carried out of the information and documentation generated for the works described in this ITT. This system should be easily accessible, with access restrictions and security in the shared information.

The SMP Report shall be made available both in electronic copy (PDF) on a flash drive and at least five (5) hard copies. The report shall be professionally prepared and must contain in addition to facts and figures, proper use of images, maps, charts, and infographics. The texts and graphics which make up the hard-copy documentation that is contracted shall be printed in colour, double-sided and on letter-size paper. In addition to a complete report in PDF, the consultant shall also provide each chapter of the report segregated in PDF.

The collection of drawings shall be presented with four (4) hard copy drawing sets of site development plans proposed in the SMP, along with an electronic drawing set in acceptable AutoCAD on a flash drive. Drawings shall be presented in a format and scale appropriate to the dimensions of the surfaces to be represented.

The SMP may be presented in volumes.

An electronic draft (in editable format) will be reviewed by the TCIAA Project Team for finalisation prior to the presentations to the TCIAA Board of Directors and then the TCIG Cabinet Members. Comments on the draft may be included from other stakeholders, such as, the TCIAA's Airline Operations Committee(AOC), the Department of Planning, the Department of Transport, the Civil Aviation Authority, Invest Turks and Caicos, and the Destination Marketing and Management Organisation.

*All documentation shall be presented in the English Language of the Turks and Caicos Islands (i.e. U.K. English).*

## **Minimum Chapters**

The output from this consultancy should result in a highly detailed report which shall include, but not limited to the following chapter themes/schemes laid out in the most efficient way to provide a wholistic and individual coverage of each airport within TCIAA's network:

1. Cover
2. Copyrights & Ownership Information
3. Records
4. Index
5. Acronyms
6. Foreword
7. Executive Summary
8. Introduction
9. Planning Context
10. Analysis of the TCIAA Network of Airports Environment and Surroundings
11. Current Situation of Each Airport
12. Demand Projection
13. Needs Determination and Capacity/Demand Analysis
14. Land Use Planning
15. Aviation Development Plan
16. Non-Aviation Development Plan (*including Business Investment Plan Beyond Core Airport Operations*)
17. Services Development
18. Ground Transport Plan
19. Airport Health, Safety, and Security
20. Environment Strategy
21. Information Technology Development Plan
22. Maximum Development
23. Consultation
24. Stages of Implementation
25. References
26. Appendices (Maps, Plans, Complementary Studies, etc.)

The above chapter themes/schemes are the minimum points of coverage and are not meant to represent an exhaustive list of chapter themes/schemes. The final list of chapters and themes/schemes to be provided shall be agreed upon between the Consultant and the TCIAA.

## **Useful Information**

### **Howard Hamilton International Airport (PLS)**

Consultants should note that the Howard Hamilton International Airport (PLS) on the island of Providenciales is currently undergoing a consultancy for the redevelopment of the passenger terminal. This consultancy is led by ALG Global Plc. The Consultants will be expected to collaborate with ALG and to incorporate data/statistics concluded by ALG concerning the Howard Hamilton International Airport into their study and planning.

### **Clifford Gardiner International Airport (NCA)**

Consultants should note that at the time of the publication of this ITT, there are progressing plans for the redevelopment of the Clifford Gardiner International Airport (NCA) on the island of North Caicos to allow for the construction of a privately operated FBO and land owned by the TCIAA but leased to a third-party developer and the construction of a small boutique public terminal at the airport site. It is envisioned that by the time this Consultancy begins, the redevelopment project will be in its initiation stage, with the selection of an architectural firm to design the public terminal. The Consultant will be given the earliest opportunity to meet with the Project team to discuss development plans for the site.

### **Norman B. Saunders International Airport (XSC)**

Consultants should note that at the time of the publication of this ITT, the construction of a new passenger terminal at the Norman B. Saunders International Airport (XSC) on the island of South Caicos is in its final stages of completion. The terminal has been developed without reference to any formal or extensive master or site plan for the airport, thus leaving a need and much room for assessing the future development of the site.

The TCIAA will make available to the Consultant existing information relevant to the work, including but not limited to:

- The last updated proposed masterplan (2013) [not implemented];
- Airport Land Use Plan (2009);
- Airport Passenger Forecasts (2009)
- Actual Current & Historical Passenger Throughput and Aircraft Movement Data
- AIP Data
- Regulatory Non-conformity Reports
- WGS 84 Survey Data (2017)
- Wildlife Data (including daily data log and strike information)
- Airport Financials
- Strategic Plan for National Meteorological Services in TCI [2023-2027]
- All data and reports acquired in the Howard Hamilton International Airport (PLS) Redevelopment Project.

### **Project Initiation**

Project Initiation includes:

- The initial meeting with the Client (TCIAA).
- Existing documentation compilation and review.
- Preliminary field reviews and investigations. During this phase, the Consultant shall become familiar with the project by reviewing existing documents and:
  - Introduce themselves to the Client Project Team.

- Meet with Key individuals/stakeholders to discuss the project and receive input and information.
- Undertake familiarization and tour of the sites.
- Gather information and arrange for fieldwork as required for the completion of the project.

## **Project Teams**

### **Client Project Team**

There will be a Project Manager exclusively assigned to oversee the SMP Project. The Project Manager will be the primary contact and liaison between the Consultant and the TCIAA. The Project Manager will be supported by a Project Team comprised of TCIAA team members and non-TCIAA stakeholders as deemed necessary and appropriate.

At all times, the final authority on any matter to be determined during the period of the SMP Project shall be the Chief Executive Officer acting upon the approval of the Board of Directors for the TCIAA.

### **Consultant Project Team**

The Consultant Project Team will consist of professional and technical personnel with the required qualifications and experience to carry out the tasks outlined in the Terms of Reference, including specialists in Airport Planning, Finance, Environmental, Technology, Business Development Strategy, and Construction Costing to prepare a Strategic Master Plan for the TCIAA.

**The Lead Consultant for the proposed services should be an expert with international experience in Airport Design and Planning, Finance, Environmental, Technology, Business Development Strategy, and Construction.**

Diverse international Strategic Master Planning experience in the airports' sector shall be demonstrated by the Lead Consultant as follows:

- a) Must demonstrate at least fifteen (15) years of experience and success in the development of Airport Master Plans.
- b) Must be an established airport engineering or similar company with demonstrable international experience in providing engineering best practice solutions to airport development and operational needs.
- c) Must have competent staff to deliver the components of the project in keeping with the standards for international airports.
- d) Must have the financial capacity to deliver the service.
- e) Must share TCIAA's desire to provide excellent customer service and high environmental and quality standards at the best possible cost.

## Consultant's Profile

The members of the Consultant's team are expected to have qualifications, skills and experience to effectively fulfil the scope of work. The evaluation of the Consultant will be based on the expertise and years of relevant experience in similar airport transactions of the team proposed for this project. The team is expected to demonstrate the following skills and experiences as a minimum criterion for this project:

- **Project Manager:** Professional with a minimum of fifteen (15) years' experience in airport master planning and engineering, aerodrome management, operations, maintenance, and financing. A University degree in aeronautical engineering or economics is favourable.
- **Airport Engineering Specialist:** Professional with a degree in economics or engineering (airport, civil, industrial, aeronautical). Must have a master's degree or post-graduate degree.
- **Air Traffic Forecasting and Passenger Data Collection Specialist:** University degree or appropriate professional qualifications in the field. Experience in the development and application of ATS safety management systems.
- **Airport Management, Retail and Commercial Planning Specialist:** Professional with proven experience and recognition as a leader in airport retail and commercial development. Proven ability to conduct market research and analysis, retail planning and design, tenant design criteria, and provide commercial revenue enhancement advice.
- **Specialist in Environmental and Social Aspects:** University degree at Masters or engineering level in sustainability or environmental sciences. Master's or postgraduate degree in related areas. Team members should have experience with assisting airports with the development of plans and programmes to minimize the impact of airport operations on the environment.
- **Investment and Business Development Strategist:** Professional with a Master's degree in economics or business, and with some knowledge and experience in finance and marketing. Must have proven success working proactively in an investment environment with an understanding of investment platforms, and investment propositions, and offering financial and investment advice and development of business practices.
- **Airport Safety and Security Specialist:** A professional with experience in airport safety and security, the development of national and airport security programmes, operations research of screening operations and service standards, installation design for hold baggage and passenger screening, perimeter and access security systems design, and implementation and management of training.
- **Information and Technology Specialist:** Preferably a Master's degree in a relevant field with proven experience in the successful delivery of an Information and Technology development programme or strategy within the airport setting.

The above minimum skills, qualifications, and experiences are not indicative of the size of the Consultant's project team but represent the minimum composite skills, qualifications and experiences which should make up the proposed project Team. The Consultant should propose a team composition and size capable of adequately meeting the needs of this project.



## **Project Requirements**

### **Consulting Services**

The Consultant shall:

- a) Agree to enter into a contract to complete the scope of work as outlined by this Terms of Reference. The cost of professional services provided is not to exceed the accepted maximum limit as submitted by the Consultant.
- b) Provide complete and comprehensive professional services in the specialty fields required to carry out the work.
- c) Carry out the work according to an accepted schedule presented by the Consultant with the proposal and submit monthly reports describing progress and indicating achieved milestones.

### **Insurance**

The successful Consultant will be required to have aviation insurance with a minimum of USD 2,000,000.00 per occurrence in professional liability insurance and USD 5,000,000 in general public liability Insurance. The Consultant cannot modify the insurance without the written consent of the Client.

### **Project Duration and Schedule**

The TCIAA anticipates a project duration of **one hundred and eighty (180) calendar days** from the date of Contract execution. The consultant shall develop the schedule submitted with its response to this RFP and revise it as necessary each month to accurately reflect its progress.

### **Discussions, Meetings, Consultations and Presentations**

The Consultant shall include sufficient time in its fixed fees at each stage for Discussions, Meetings, Consultations and Presentations to the TCIAA, the required arms of TCIG and key Industry Stakeholders.

### **Project Meetings**

The Consultant shall report on the work status to TCIAA's Project Team at a formal project meeting held monthly throughout the Consultant's contract. The agenda for the meeting shall be the Consultant's monthly report delineating the position of the project.

### **Stakeholders Meetings**

The Consultant shall prepare and conduct stakeholder meetings, including; making presentations utilizing slideshows, providing wall-mounted materials and questionnaires, and collating questionnaires. The Consultant shall include in project pricing the carrying out of at least two general public meetings with all stakeholders and other subsequent discussions. Refer to the below sample proposed schedule of meetings.

### **Public Consultation**

The Consultant shall prepare and conduct with assistance from TCIAA, public consultations regarding the selected/ preferred development, including; making presentations utilizing slideshows, providing wall-mounted materials, and the issue of questionnaires and collating questionnaires.

The Consultant’s submission shall outline an appropriate meeting schedule, similar to the sample below:

EVENT	DELIVERABLE
Meeting 1	Project Scoping Meeting
Meeting 2	Project Kickoff Meeting with TCIAA and Representatives from TCIG, Data Collection
Meeting 3	Project Meeting with other Stakeholders. May be broken into a series of small meetings to provide for the Consultation/Fact-Finding Meetings with TCIAA Departments, ALG, Clifford Gardiner Development Team, AOC, Civil Aviation and ASSI, Planning and Public Works Departments, Environmental Agencies, IT/Communications Agencies, Investment Agency and Ministry of Finance, Tourism Agency
Meeting 4	Presentation of Working Paper #1 (Draft SMP) to Client Project Team <b>[MILESTONE 1]</b>
Meeting 5	Presentation of Working Paper #1 to relevant Stakeholders
Meeting 6	Presentation of Working Paper #2 to TCIAA Board of Directors for Resolution <b>[MILESTONE 2]</b>
Meeting 7	Presentation of Working Paper #2 to Cabinet of TCIG for Resolution
Meeting 8	Sessions to allow Presentation of Refined Alternatives/ Modification of SMP, Preparation of public version and final SMP to TCIAA, TCIG and relevant Stakeholders. Presentation of the same. <b>[MILESTONE 3]</b>

The above meeting schedule is indicative and the Consultant must propose a meeting schedule capable of satisfying the outcome demands and expectations of this ITT.

**Monitoring and Evaluation**

- The monitoring and evaluation of performance under this project will be per the following indicators:
- Compliance with the proposed work Schedule;
  - Compliance with the timeline for the submission of reports on the Project deliverables as outlined above.

Designated personnel from the TCIAA through the established Client Project Management Team will be used as the monitoring mechanism.

## PART A: INSTRUCTIONS TO TENDERERS

### Tender Submission

1. A tenders shall be submitted as follows:
  - a. *One (1) original* and *one (1) copy* of the full set of tender documents and all supporting documents, printed and bound, each clearly labelled as “**ORIGINAL**” and “**COPY**” respectively.
  - b. *One (1) electronic copy* of the full set of tender documents and all supporting documents (**in pdf**).

Note: In the event of any discrepancy among the “**ORIGINAL**”, “**COPY**” and electronic copy, the “**ORIGINAL**” shall govern.

*Electronic copies are **required** and must be submitted on CD/DVD, memory stick or any other appropriate portable storage device.*

2. A tender must be enclosed in a sealed envelope with **Appendix 5: Tender Envelope Label** attached firmly to the front. There should be no additional marks on the envelope. It is the Tenderer’s responsibility for ensuring that their tender is complete and that it reaches the address as stated on **Appendix 5: Tender Envelope Label** no later than **10:00 A.M.** Turks and Caicos Island time, **Wednesday, 11 October 2023.**
3. The dimensions of the tender box slot are: **13 ½ inches x 3 ¾ inches** (34.29 cm x 9.525cm). Tender submissions will be placed in the tender box through the slot hence the dimensions of the package(s) must **not** exceed the dimensions of the slot.
4. Tenders will be opened publicly **immediately** after closing at the address as stated on **Appendix 5: Tender Envelope Label**.
5. Any tender received after the submission deadline will be rejected and returned unopened to the Tenderer stamped “**LATE TENDER.**” A late tender delivered by courier or messenger will be returned unopened to the addressee on the courier receipt. If no return address is provided, the tender will be opened to determine a return address.
6. A telegraphic tender, a tender by Telex, by fax or by e-mail will **not** be accepted.
7. A tender may be revised, modified or withdrawn in writing, prior to the deadline for submission specified. The revised or amended tender should state that it supersedes the previous submission, identified as “**REVISION TO TENDER**”, provided that such revision is received before the date and time stipulated. A Tenderer will not be allowed to withdraw or modify their tender after the deadline for submission. No tender may be altered or amended after tenders are opened.
8. A tender shall be submitted in English Language.

9. The sequence outlined below must be followed in organising the proposal:
  - i. Cover Letter
  - ii. Table of Contents
  - iii. Tender Response Form (**Appendix 3**, completed)
  - iv. Certificate of Non-Collusion (**Appendix 2**, completed)
  - v. Prequalification Requirements (**Appendix 1, Prequalification**, completed)
  - vi. Technical Proposal
  - vii. Comments to the Draft Contract (**Appendix 4**)
  - viii. Financial Proposal
  - ix. Any Other Supporting Information

The Prequalification Requirements and the Technical Proposal must follow the sequence of the requirements in **Appendix 1: Tender Evaluation Criteria**, where applicable.

Each section and related subsections must be separated and clearly identified using dividers and / or cover pages. The full printed sets of tender documents and all supporting documents must be bound, each clearly labelled as “**ORIGINAL**” and “**COPY**” respectively.

10. All forms included with the Tender submission must be signed by a Registered Director or Owner of the Consultant. In the event where a Registered Director or Owner of the Consultant is unable to sign, a representative of the company may sign the forms and provide evidence that he/she is duly authorized to sign on behalf of the company submitting the tender. Please note that where a representative of the company signs the documents and a letter of authorization is not included in the submission, the forms will be deemed incomplete.
11. All prices tendered must be in United States Dollars (US\$) including all discounts and applicable fees and charges, if applicable (TCI taxes and duties do not apply).
12. All tender prices must be valid for at least *one hundred and twenty (120)* calendar days from the tender submission date.
13. A Tenderer is required to submit the completed and signed **Appendix 2: Certificate of Non-Collusion**. **A tender will not be considered unless a completed Certificate of Non-Collusion signed by or on behalf of the Tenderer is included in the submission.**
14. All **queries** and **requests for clarification** may be submitted directly to the **Secretary to the Procurement Board** using the link below:  
[!\[\]\(633dd45d48d71eb51a85c6dd83ee51e9\_img.jpg\) SUBMIT QUERIES OR REQUESTS FOR CLARIFICATION](#)
15. The deadline for the submission of queries and requests for clarification from Tenderers is no later than **fifteen (15)** calendar days before the tender submission date. Responses to queries will be provided within **five (5) calendar days** and will be circulated in the form of an addendum to all parties who would have been in the circulation for the tender notice. All addenda issued by the Turks and Caicos Islands Government (TCIG) prior to the tender submission date shall be posted on the TCIG’s website at <https://www.gov.tc/government->

[tenders](#) and shall be attached to and form part of the Invitation to Tender.

16. A tender shall be submitted based on the services and terms of reference outlined in the ITT.
17. **Information and Descriptive Literature:** Tenderers must furnish all information requested in the tender.
18. **Tender Submittal Costs:** All costs associated with the submission of the tender is the sole responsibility of the Tenderer. The TCIAA shall in no way be liable or obligated for any costs accrued to the Tenderer in submitting the tender.
19. **Scope of Services:** Tenderers are not allowed to submit alternative tenders.
20. **Duration of Assignment:** The assignment is expected to run for a period of approximately *one hundred and eighty (180) calendar days* from the date of contract execution.
21. **Reporting:** For the duration of the project, the Consultant will report to the the Chief Executive Officer (CEO) of the Turks and Caicos Islands Airports Authority.
22. **Finance and Payments:** The Tenderer should submit a proposal giving the inputs of each team member multiplied by their rate to give a value of the total proposal cost. The payment schedule will be negotiated between the preferred bidder and TCIAA.
23. **Subcontractors:** The Tenderer may not sublet or subcontract any of the contractual obligations concerning this tender except with the written acknowledgement of the TCIAA.
24. A Tenderer shall have no interest in any tender other than their own, and they shall have no connection with any person, firm or corporation making a tender for the same Assignment.
25. A Tenderer shall also note that:
  - Incomplete tenders and those that do not comply with the Scope of Services or do not conform to the ITT may be subject to rejection and disqualification.
  - The TCIAA may declare tendering void when none of the tenders comply with the ITT and/or scope of services or when it is evident that there has been a lack of competition and/or that there has been collusion amongst Tenderers and/or other parties.
  - The TCIAA is not bound to accept the lowest tender and reserves the right to accept and reject any tender received.

## **PART B: GENERAL REQUIREMENTS**

26. These general guidelines apply to all services specified in this tender package.

27. **Conditions:** The preferred bidder shall be responsible for delivering the services according to the scope of services as stated in the ITT.
28. **Service Requirements:** It is the responsibility of the preferred bidder to ensure that services are delivered per the requirements of the ITT.

## **PART C: TENDER EVALUATION**

29. This Section refers to the criteria that will be used by the Evaluation Panel to evaluate and qualify Tenderers. The Tenderer shall provide the information requested for consideration in the evaluation process. Omission of information may result in disqualification or the Tenderer not being considered further in the tender process.
30. In the event of disqualification of the tender, the Evaluation Panel may proceed to the next substantially responsive tender.
31. All contact between the Tenderer and the Evaluation Panel during the evaluation period should be initiated by the Evaluation Panel. Any unsolicited contact initiated by the Tenderer during this period may be construed as an attempt to influence the evaluation process and may result in this tender being disqualified.

### **Eligibility Criteria**

32. A Tenderer will be required to meet the eligibility criteria in **Appendix 1: Tender Evaluation Criteria** to qualify and for their tenders to be evaluated. Failure to meet or satisfy these eligibility requirements may be deemed non-responsive and may result in the tender not being considered for further evaluation. Having met the eligibility requirements, a responsive tender will be evaluated on their technical and price proposals in accordance with the criteria outlined in **Appendix 1: Tender Evaluation Criteria**. Omission of required information may result in the tender being disqualified or not being considered further as appropriate.
33. **Appendix 3: Tender Response Form** provides the price proposal format for submission.

## **PART D: CONTRACT AWARD**

34. Subject to the evaluation of the tenders, the TCIAA will award the Contract to the Tenderer whose tender has been determined to be substantially responsive. This Tenderer shall be invited for further negotiations.
35. The TCIAA does not bind itself to accept the lowest priced tender.

36. The TCIAA reserves the right to annul the tender process and reject all tenders at any time prior to award of the Contract, without thereby incurring any liability to the affected Tenderer(s) on the grounds for the actions of the TCIAA.
37. Prior to the expiration of the bid validity period, the TCIAA will notify the preferred bidder in writing as to whether the TCIAA is considering their tender and wishes to negotiate details of the Contract in accordance with the General Requirements and Scope of Services of this ITT.
38. Prior to the execution of this Contract, the preferred bidder may be required to:
- i. obtain a Business License Certificate issued in the TCI in the appropriate Class of Business (in accordance with Section 3.1 of the TCI Business License Ordinance)
  - ii. provide proof that Contributions to the National Insurance Board (certificate of clearance) and the National Health Insurance (letter of good standing) are up to date.
  - iii. submit a letter from a banking / financial institution as evidence of good financial standing, no older than six (6) months, in the name of the company that submitted the tender, stating availability of funds or access to a line of credit to cover the value of the contract, for a period of one (1) year.
39. The preferred bidder will be required to enter into a Contract approved by the Attorney General (AG) of the TCIG or another Legal Officer in the Public Service appointed by the AG. **Appendix 4: Draft Contract** is attached. Tenderers should include in their proposal comments on the proposed **Appendix 4: Draft Contract**.
40. The Contract will be administered by the **Turks and Caicos Islands Airports Authority**.
41. The TCIAA reserves the right to cancel or annul a notice of award of Contract by written notice of default to the preferred bidder, in whole or in part and without liability, if during contract negotiations the preferred bidder:
- i. proposes any change substantially different from that contained in the Invitation to Tender, or
  - ii. is unable to comply with any pre-condition to execution of the Contract.
- On cancellation, an award may be made to the next preferred bidder who shall be required to provide the tendered items at the prices contained in their proposal.
42. The Consultant must allow the National Audit Office and/or the Office of the Chief Internal Auditor access to the contractor's records and premises to carry out appropriate audits, if required.
43. The Consultant shall note the public accountability and transparency requirements of government, including disclosure to the House of Assembly and its committees.
44. The TCIAA reserves the right to terminate the Contract by written notice if the Consultant fails to meet the terms and conditions of the Contract.

## APPENDIX 1: TENDER EVALUATION CRITERIA

**Tender Reference Number: TR 23/32, Contract Number TCIAA 04/2023**

The Tenderer is **required** to complete and sign this Section. Tenderers shall provide all the information requested within the tender documents to be considered for evaluation. Omission of required information may result in being disqualified or not being considered further as appropriate. For a consortium, the combined resources would contribute to the overall scoring.

### Prequalification

Item No.	Indicate Response		Requirements	Provide complementary details and /or State the Tender Section/ Subsection
	Yes	No		
1.	<input type="checkbox"/>	<input type="checkbox"/>	I have enclosed a completed and signed <b>Certificate of Non-Collusion</b> , signed by or on behalf of the Tenderer, or by a representative of the company duly authorized to sign on behalf of the Tenderer <i>[evidence must be provided]</i> . <b><i>(A tender will not be considered unless a completed Certificate of Non-Collusion signed by or on behalf of the Tenderer is included).</i></b>	
2.	<input type="checkbox"/>	<input type="checkbox"/>	I have enclosed a copy of: <ul style="list-style-type: none"> <li><input type="checkbox"/> <b><u>For TCI based Tenderers</u></b> <ul style="list-style-type: none"> <li>• current Business Licence Certificate in the appropriate class of business <i>(or receipt of payment)</i> <ul style="list-style-type: none"> <li>➤ (297) – Professional Consultancy</li> </ul> </li> </ul> </li> <li><input type="checkbox"/> <b><u>For Tenderers not based in the TCI</u></b> <ul style="list-style-type: none"> <li>• current Business Licence Certificate <i>(equivalent for home country)</i></li> </ul> </li> </ul>	
3.	<input type="checkbox"/>	<input type="checkbox"/>	I have enclosed copies of: <ul style="list-style-type: none"> <li><input type="checkbox"/> <b><u>For Incorporated Companies</u></b> <ul style="list-style-type: none"> <li>• Certificate of Incorporation; and</li> <li>• Certificate of Good Standing</li> </ul> </li> <li><input type="checkbox"/> <b><u>For other TCI based Tenderers</u></b> <ul style="list-style-type: none"> <li>• Certificate of Registration</li> </ul> </li> <li><input type="checkbox"/> <b><u>For Tenderers not based in the TCI</u></b> <ul style="list-style-type: none"> <li>• Incorporation Documents showing the country and date of incorporation; and</li> <li>• Certificate of Good Standing [or equivalent for home country]</li> </ul> </li> </ul>	
4.	<input type="checkbox"/>	<input type="checkbox"/>	I have enclosed the following information: <ul style="list-style-type: none"> <li><input type="checkbox"/> <b><u>For Incorporated Companies</u></b> <ul style="list-style-type: none"> <li>• Certificate of Incumbency certified and confirmed by the Registered Agent, that clearly states the legal Shareholders, Directors, Secretary and Officers of the company.</li> </ul> </li> <li><input type="checkbox"/> <b><u>For other Tenderers</u></b> <ul style="list-style-type: none"> <li>• A full listing of the Owners and/or Principals in the form of a letter addressed to the Secretary to the Procurement Board.</li> </ul> </li> </ul>	



Item No.	Indicate Response		Requirements	Provide complementary details and /or State the Tender Section/ Subsection
	Yes	No		
5.	<input type="checkbox"/>	<input type="checkbox"/>	I certify that neither I nor any of the other Directors, Principals or Owners of the Consultant and/or Company have a conflict of interest ( <b>actual or perceived, as defined by the TCI Code of Conduct issued by the Integrity Commission</b> ) within this tender. <b>If conflict(s) exist, details are provided.</b> <i>Note: it is the responsibility of the Company to ensure that they are clear on the definitions.</i>	
6.	<input type="checkbox"/>	<input type="checkbox"/>	I certify that no Contracts with the Company have been cancelled for non-performance in the last five (5) years. <b>If contract(s) cancelled, details are provided.</b>	
7.	<input type="checkbox"/>	<input type="checkbox"/>	I declare that no bankruptcy or insolvency proceedings are held against the Company or its Directors, Principals or Owners. <b>If bankruptcy or insolvency proceedings, details are provided.</b>	
8.	<input type="checkbox"/>	<input type="checkbox"/>	I declare that there is no ongoing or pending litigation against the Company or its Principal(s). <b>If ongoing or pending litigation(s), details are provided.</b>	
9.	<input type="checkbox"/>	<input type="checkbox"/>	I declare that there are no unsettled judgements against the Company or its Principal(s) ( <i>not including a decision under appeal</i> ) relating to employee entitlements where the claim is unpaid. <b>If unsettled judgements exist, details are provided.</b>	
10.	<input type="checkbox"/>	<input type="checkbox"/>	I have attached a list of proposed sub-consultants including information in <b>1 to 9</b> above for each sub-consultants. <b>Only if Sub-consultants are proposed, the information is provided in the tender.</b>	
11.	<input type="checkbox"/>	<input type="checkbox"/>	I have enclosed Audited Financial Statements for the past three (3) most recent years.	
12.	<input type="checkbox"/>	<input type="checkbox"/>	I have enclosed a copy of the company's valid indemnity insurance to sufficiently cover liability for any works/services provided.	
13.	<input type="checkbox"/>	<input type="checkbox"/>	I have included comments on the <b>Draft Contract</b> ( <i>if no comments are attached it is assumed that the tenderer will be content to agree the Contract without amendments</i> ).	
14.	<input type="checkbox"/>	<input type="checkbox"/>	I have included suggestions, recommendations and suitable solutions to problems with carrying out the contract.	
15.	<input type="checkbox"/>	<input type="checkbox"/>	I have included any other supporting information that will justify my tender prices.	

I certify that I have read the whole of the Invitation to Tender and that the above information is true and correct.

---

**Signature of Company Representative**

---

**Date**

---

**Print Name**

---

**Capacity**

---

**Telephone Number**

---

**E-mail Address**

***\*\* Please Use This Form for Submission \*\****

## Technical Evaluation

Criteria, sub-criteria and point system for the evaluation of the Full Technical Proposal are:

Item No.	Description		Maximum Points
	Measure	Requirement <i>[Evaluation and points will be awarded on the requirements listed below]</i>	
1	<p>Overall Experience of the Consultant demonstrated by the number of projects, similar in nature and complexity to this contract, successfully completed.</p> <p><i>[For maximum points, the Key Qualifying Indicators as stated in the requirement must be fully satisfied]</i></p>	<p>Adequacy for the Assignment (<i>Knowledge of the sector type and years of experience</i>). For each project successfully completed, the following information must be submitted:</p> <ul style="list-style-type: none"> <li>• Name of the Contract;</li> <li>• Brief description of the project scope highlighting how it is comparable to this project;</li> <li>• Month and year of completion of the project;</li> <li>• The Consultant's role in the project, i.e., main Consultant, sub-contractor or any other role and the specific nature of the service(s) provided;</li> </ul> <p><b>Key Qualifying Indicators:</b></p> <ul style="list-style-type: none"> <li>• The Lead Consultant (Technical &amp; Financial) must demonstrate experience in successfully completing at least five (5) airport development master plans, technical &amp; business plan DDs for airport infrastructure in the last 10 years.</li> <li>• Must have experience in developing modern and sustainable/ environment plans for airports.</li> <li>• Must have experience in developing modern and highly innovative Information and Technology master plans for airports (or within other related transportation fields).</li> <li>• Must demonstrate strong ability through experience to develop a progressive business investment plan, diversifying revenue and investment streams beyond core airport operations (e.g., Airport cities or other investment streams). At least 3 projects in the last 6 years.</li> <li>• Must demonstrate successful experience in airport retail and commercial development. Proven ability to conduct market research and analysis, retail planning and design, tenant design criteria, and to provide commercial revenue enhancement advice. At least 5 projects in the past 10 years.</li> </ul>	30
2	<p>Qualifications and competencies of the Project Team to be assigned to this contract (<i>as stated in the <u>Terms of Reference</u></i>)</p>	<p>List of team members which <b>must</b> include at minimum the following persons or demonstrated combination of skillsets: Project Management Expert; Airport Engineering Specialist; Airport Management, Retail and Commercial Planning Specialist; Environmental and Social Specialist; Financial Analyst/ Investment and Business Development Specialist; Air Traffic Forecasting and Passenger Data Collection Specialist; Airport Safety and Security Specialist; Information and Technology Specialist, indicating general qualifications and competence (Education and training in the determined field [degrees, professional qualifications, etc.]) and</p>	30

Item No.	Description		Maximum Points
	Measure	Requirement <i>[Evaluation and points will be awarded on the requirements listed below]</i>	
		<p>their role on the team. Consultant must submit the following information:</p> <ol style="list-style-type: none"> <li>Qualifications and skills</li> <li>Professional Affiliation</li> <li>Detailed Curriculum Vitae.</li> </ol> <p><i>For a consortium, CV's, credentials and references of all members of the consortium must be submitted.</i></p>	
3	Workplan and Methodology in responding to the <b><u>Terms of Reference</u></b>	<p>Attach a detailed <b>Work Plan</b>. It Must demonstrate the Consultant's understanding of the Terms of Reference by the clarity and consistency of the proposed approach to address each task, the effectiveness of work plan and suitable timelines within the proposed Period of Implementation. The Project plan must clearly indicate all key activities, milestones and deliverables.</p> <p>Attach the Methodology explaining how the Consultant intends to design and execute the key activities, milestones and deliverables that would be undertaken to successfully carry out the contract.</p>	40
<b>Total points for this Section</b>			<b>100</b>

Tenders will be required to meet a minimum technical score of **seventy-five (75) points**. No tender will be considered with a technical score of less than **75 points**.

### **Financial**

**Costed Financial Proposal:** The preferred bidder will be the one with the highest technical score that has achieved the required minimum technical score. A contract will be negotiated with the preferred bidder. If a contract cannot be negotiated with that tenderer then the next highest technical score will be selected as the preferred bidder until such time as a contract is agreed.

## APPENDIX 2: CERTIFICATE OF NON-COLLUSION

### TURKS AND CAICOS ISLANDS GOVERNMENT TENDER SUBMISSION CERTIFICATE OF NON-COLLUSION

*Tender Reference Number: TR 23/32, Contract Number TCIAA 04/2023*

I/We certify that this tender is made in good faith, and that I/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 I/we have not and I/we undertake that I/we will not before the award of any contract for the work:

- I. 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
- II. 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
- III. Otherwise collude with any person with the intent of preventing or restricting full competition
- IV. 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 Turks and Caicos Islands Airports Authority 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 anybody 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.

Print Name..... Signature.....

in the capacity of ..... Date.....

Duly authorized to sign tenders and acknowledge the contents of the certificate of non-collusion for and on behalf of:

Name of firm.....

Full postal address.....

.....

..... E-mail.....

Telephone no..... Fax no .....

***\*\* Please Use This Form for Submission \*\****

## APPENDIX 3: TENDER RESPONSE FORM

**To:** The Secretary to the Procurement Board  
 Office of the Deputy Governor  
 Waterloo Plaza  
 Waterloo Road  
 Grand Turk  
 Turks and Caicos Islands

**From:** .....

1. I/We have examined the Invitation to Tender and hereby offer to provide **CONSULTANCY SERVICES FOR A STRATEGIC MASTER PLAN FOR THE TCIAA, Tender Reference Number TR 23/32, Contract Number TCIAA 04/2023** in accordance with the Tender Documents and Scope of Services. Below is the cost summary and attached is the detailed costed Financial Proposal.

CONSULTANCY	OFFER (US\$)
CONSULTANCY SERVICES FOR A STRATEGIC MASTER PLAN FOR THE TCIAA	
OTHER COSTS _____	
<b>TOTAL OFFER (US\$)</b>	

2. I/We acknowledge this offer will remain open for acceptance by you for a period of **one hundred and twenty (120)** calendar days from the closing date for receipt of tenders. The full Tender Package is now enclosed along with supporting documentation.
3. I/We acknowledge that the Turks and Caicos Islands Government is not obliged to accept the lowest or any offer and that this contract award procedure may be cancelled by you.
4. I/We acknowledge that all costs and expenses incurred by us in producing and submitting this offer will be borne by us in full.
5. I/We undertake to treat the details of this offer as private and confidential. I/We acknowledge that no part of these documents may be transmitted by us to a third party.
6. I/We confirm that the Prices quoted are inclusive of all applicable fees and charges associated with the provision of the service(s).
7. Indicate proposed **Commencement Date:** \_\_\_\_\_

8. Proposed Payment Terms:

.....  
.....

9. I/We acknowledge the Turks and Caicos Islands Government reserves the right to accept any tender submitted in whole or in part or reject any or all Tenders or to award the work in one or more contracts and to waive any irregularities.

10. I/We further acknowledge this tender is irrevocable, made for good consideration and acceptance thereof by the Turks and Caicos Islands Government and shall be binding on the undersigned from the date of acceptance.

Print Name..... Signature of Tenderer.....

in the capacity of ..... Date: .....2023

On behalf of (Name of Company).....

Address.....  
.....  
.....

Telephone..... Fax No.....

E-mail.....

***\*\* Please Use This Form for Submission \*\****



## **APPENDIX 4: DRAFT CONTRACT**

### **CONSULTANCY SERVICES FOR A STRATEGIC MASTER PLAN FOR THE TCIAA**

*Tender Reference Number: TR 23/32, Contract Number TCIAA 04/2023*

#### **CONSULTANCY AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF THE TURKS AND CAICOS ISLANDS**

**AND**

**[name and address of consultant]**

**Dated the [ ]**

**ATTORNEY GENERAL'S CHAMBERS**

**WATERLOO ROAD**

**GRAND TURK**

**TURKS & CAICOS ISLANDS**

**BRITISH WEST INDIES**

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## CONSULTANCY AGREEMENT

**THIS AGREEMENT** is made on the                    day of 2023

**B E T W E E N:**

**THE TURKS AND CAICOS ISLANDS AIRPORTS AUTHORITY ("the Client") OF THE FIRST PART**

**A N D**

[Name of consultant and address] ("**the Consultant**") **OF THE SECOND PART**

### **RECITALS**

**WHEREAS -**

The Client desires that certain Services should be performed by the Consultant, namely Services outlined in Part II of the Agreement and has accepted a proposal by the Consultant for the performance of such Services.

**NOW THIS AGREEMENT WITNESSETH** as follows:

1. In the Agreement, unless the context otherwise requires words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of the Client/Consultant Services Agreement contained in Part I.
2. The following documents shall be deemed to form and be read and construed as part of the Agreement, namely:
  - a) The Letter of Offer dated [     ];
  - b) The Conditions of the Client/Consultant Services Agreement (Part I – Standard Conditions, and Part II – Conditions of Particular Application);
  - c) The Appendices, namely:

Appendix A – Scope of Services

Appendix B – Personnel, Equipment, Facilities and Services of Others to be Provided by the Client

Appendix C – Remuneration and Payment
3. In consideration of the payments to be made by the Client to the Consultant as hereinafter mentioned the Consultant hereby agrees with the Client to perform the Services in conformity

with the provisions of the Agreement. The Client hereby agrees to pay the Consultant in consideration of the performance of the Services such amounts as may become payable under the provisions of the Agreement at the times and in the manner prescribed by the Agreement.

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed the day and year first before written per the laws of the Turks and Caicos Islands.

Executed for and on behalf of

**THE TURKS AND CAICOS ISLANDS**

**AIRPORTS AUTHORITY**

by **Chairman/Deputy Chairman**

of the Turks and Caicos Islands

Airports Authority

\_\_\_\_\_  
**Chairman/Deputy Chairman**

of the Turks and Caicos Islands

Airports Authority

in the presence of:

*AIRPORTS AUTHORITY SEAL*

\_\_\_\_\_  
**DIRECTOR**

**Name of Director**\_\_\_\_\_

Executed by [consultant]

in the presence of:

\_\_\_\_\_  
**DIRECTOR**

\_\_\_\_\_  
**DIRECTOR/SECRETARY**

# CONDITIONS OF THE CLIENT/CONSULTANT SERVICES AGREEMENT

## PART I

### STANDARD CONDITIONS

#### 1 Definitions:

- 1.1 'Agreed Compensation' means additional sums as defined in Part II which are payable under the Agreement
- 1.2 'Client' means the Turks and Caicos Islands Airports Authority;
- 1.3 'Conditions' means the terms and conditions set out in the Conditions of the Client/Consultant Services Agreement Parts I and II together with Appendix A (Scope of Services), Appendix B (Personnel, Equipment, Facilities and Services of Others to be provided by the Client), Appendix C (Remuneration and Payment), Letter of Offer dated .....
- 1.4 'the Consultant' means the individual or company awarded the contract;
- 1.5 'day' means a day on which the banks are open for normal trading in the Turks and Caicos Islands;
- 1.6 'the Effective Date' means the date of commencement;
- 1.7 'The Price' means the sums contained in Appendix D which are to be paid by the Client to the Consultant in consideration of the provision of the Services;
- 1.8 'the Services' means the services to be performed by the Consultant per the Agreement and comprise Normal Services and Additional Services; and
- 1.9 'Work' means any reports, designs, proposals, actions, documents and other items (including software) produced by the Consultant in its performance of the Services, which are specified or referred to in the Agreement.

#### 2 Interpretation

2.1 In this agreement unless otherwise specified:

- 2.1.1 reference to a party is a reference to a party to this agreement and includes his permitted assignees and the respective successors in title to substantially the whole of his undertaking;

- 2.1.2 reference to a person includes any person, individual, company, firm, corporation, government, state or agency of a state, or any undertaking whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists;
- 2.1.3 reference to an Ordinance or Regulation or any of its provisions is a reference to that Ordinance or Regulation or such provision as from time to time amended or re-enacted;
- 2.1.4 words denoting the singular include the plural and vice versa and words denoting any gender include all genders;
- 2.1.5 references to recitals, clauses, paragraphs or schedules are to recitals, clauses and paragraphs of and schedules to the Agreement.

2.2 The index to and the headings in the Agreement are for information only and shall be ignored in construing it.

2.3 The Appendices form part of the operative provisions of the Agreement and references to the Agreement shall, unless the context otherwise requires, include references to the Appendices.

2.4 If there is conflict between provisions of the Agreement, the last to be written chronologically shall prevail, unless otherwise specified in Part II.

### **3 Scope of Services**

3.1 The Consultant shall perform the Services in accordance with the Agreement. The Scope of the Services is stated in Appendix A with effect from the Effective Date and the Consultant shall provide the Services in accordance with the Timetable.

3.2 Time is of the essence in respect of obligations in the Agreement to perform or deliver the Works by a given date in accordance with the Timetable. If the Consultant

foresees any potential delays in the completion of the Works, the Consultants must notify the Client as soon as practical and take steps to mitigate any delay to the Date of Completion.

#### **4 Confidentiality**

4.1 Except as specifically permitted under this Agreement, each party shall keep confidential and shall not disclose to any other party or use Confidential Information other than in its performance of this Agreement. Each party agrees that it will reveal such Confidential Information only to those of its directors, officers, employees or agents with a need to know in order to perform their obligations pursuant to this Agreement. The parties shall, and shall cause their respective affiliates, representatives, employees and agents to whom information is disclosed pursuant to this Agreement to comply with the provisions of this Agreement.

4.2 In particular (without limitation), the Consultant, either alone or jointly with others, may publish material relating to the Works and Services only with the approval of the Client, which shall be within the Client's absolute discretion.

#### **5 Duty of Care and Exercise of Authority**

5.1 The Consultant shall exercise reasonable skill, care and diligence in the performance of his obligations under the Agreement.

5.2 Where the Services include the exercise of powers or performance of duties authorised or required by the terms of a contract between the Client and any third party, the Consultant shall:

- a) act in accordance with the Agreement provided that the details of such powers and duties are acceptable to him where they are not described in Appendix A.
- b) if authorised to certify, decide or exercise discretion, do so fairly between the Client and third party not as an arbitrator but as an independent professional acts by his skill and judgment.
- c) if so authorised vary the obligations of any third party, subject to obtaining the prior approval of the Client to any variation which can have important effect on costs or quality

or time (except in any emergency when the Consultant shall inform the Client as soon as practicable).

## **6 Client's Property**

Anything supplied by or paid for by the Client for the use of the Consultant shall be the property of the Client and where applicable shall be so marked. Any information, data or document provided to or collected by the Consultant in the course of providing the Services shall be confidential information and shall not be disseminated or disclosed to any other person without the written consent of the Client. When the Services are completed or terminated the Consultant shall deliver to the Client all documents relating to the Services, including those provided by the Client during the performance of the Services and furnish inventories to the Client of what has not been consumed in the performance of the Services and shall deliver it as directed by the Client.

## **OBLIGATIONS OF THE CLIENT**

### **7 Information**

The Client shall so as not to delay the Services and within a reasonable time give to the Consultant free of cost all information in his power to obtain which may pertain to the Services.

### **8 Decisions**

On all matters properly referred to it in writing by the Consultant the Client shall give its decision in writing so as not to delay the Services and within a reasonable time.

### **9 Assistance**

In the Turks and Caicos Islands in respect of the Consultant or its personnel the Client shall do all in its power to assist in:

- a) the provision of documents necessary for entry, residence, work and exit;
- b) providing unobstructed access wherever it is required for the Services;
- c) where necessary, providing reasonable access to governmental agencies for collection of information which is required by the Consultant.



## **10 Equipment and Facilities**

The Client shall make available, free of cost, to the Consultant for the purpose of the Services the equipment and facilities described in Appendix B.

## **11 Client's Personnel**

In consultation with the Consultant, if necessary, the Client shall at his own cost arrange for the selection and provision of personnel in its employment to assist the Consultant in accordance with Appendix B. In connection with the Services such personnel shall take instructions only from the Consultant.

## **12 Supply of Personnel**

12.1 The personnel, if any, who are sent by the Consultant to work in the Turks and Caicos Islands shall be in good health fit for their assignment, and their qualifications shall be acceptable to the Client.

12.2 The personnel to be supplied by the Client in accordance with Clause 11 shall be acceptable to the Consultant.

## **13 Representatives**

13.1 For the administration of the Agreement each party shall designate the official or individual to be his representative.

13.2 If required by the Client, the Consultant shall designate an individual to liaise with Client's representative in the Turks and Caicos Islands.

## **14 Changes in Personnel**

If it is necessary to replace any person, the party responsible for the appointment shall immediately arrange for replacement by a person of comparable competence.

The cost of such replacement shall be borne by the party responsible for the appointment except that if the replacement is requested by the other party

- a) such request shall be in writing stating the reasons for it and
- b) the party making the request shall bear the cost of replacement unless misconduct or inability to perform satisfactorily is established as the reason.

## **LIABILITY AND INSURANCE**

### **15 Warranties**

15.1 Each of the parties warrants that it has the power to enter into this Agreement and has obtained all necessary approvals to do so.

15.2 The Consultant represents and warrants that it and its Subcontractors possess the skill and professional competences, expertise, personnel capacity and experience necessary to perform and deliver the Services under this Agreement, and shall diligently, with the requisite skill and care, perform the Services in a timely and professional manner.

15.3 The Consultant acknowledges that the Client is entering this Agreement on the basis of the Consultant's Proposal, and the Consultant warrants that the Proposal is accurate and complete in all material respects and is not misleading.

### **16 Subcontractors**

16.1 The Consultant shall be responsible for the work of all subcontractors and for such subcontractors' compliance with the provisions of this Agreement.

16.2 The Consultant shall notify the Client of the work that will be subcontracted and provide the Client with information as to the qualifications of the subcontractor whom shall undertake or perform any services.

16.3 The Consultant shall not sub-contract for performance of the whole of the Services.

## **17 Liability**

- 17.1 The Consultant or the Client shall be liable to pay compensation to the other party arising out of or in connection with its obligation(s) under this Agreement if a breach such obligation(s) is established against the Consultant or Client.
- 17.2 If it is considered that either party is liable to the other, compensation shall be payable only on the following terms:
- (a) Such compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach, but not otherwise;
  - (b) To exclude any indirect or consequential loss including, without limitation, pure economic loss, loss of profits, loss of business, loss of reputation, depletion of goodwill and like loss;
  - (c) In any event, the amount of such compensation will be limited to the amount specified in Clause 18.1.
- 17.3 This provision shall survive the expiration or earlier termination of this Agreement and shall remain in force in accordance with clause 20.

## **18 Limit of Compensation and Indemnity**

18.1 The maximum amount of compensation payable by either party to the other in respect of liability under Clause 17 is limited to the amount stated in Part II. Each party agrees to waive all claims against the other in so far as the aggregate of compensation, which might otherwise be payable exceeds the maximum amount payable.

18.2 If either party makes a claim for compensation against the other party and this is not established the claimant shall entirely reimburse the other for his reasonable legal costs incurred as a result of the claim.

## **19 Exclusion of Limitation**

For the avoid of doubt, nothing in clauses 17 and 18 shall exclude or limit liability death or personal injury claims caused by negligence, or claims in respect of fraud or fraudulent misrepresentation.

## **20 Duration of Liability**

Neither the Client nor the Consultant shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on it and unless that claim is made within five (5) years from the occurrence of the circumstances giving rise to the claim.

## **21 Insurance for Liability and Indemnity**

The Consultant shall obtain and maintain sufficient professional indemnity insurance against its liability under this Agreement in an amount not less than that stated in accordance with clause 18 herein, and shall maintain such insurance during the relevant period stated in the Particular Conditions.

## **COMMENCEMENT, COMPLETION, ALTERATION AND TERMINATION OF THE AGREEMENT**

### **22 Agreement Effective**

The Agreement shall take effect on the Effective/ Commencement Date as particularly described in Part II of this Agreement.

### **23 Commencement, Completion and Expiration**

The Work shall be commenced and completed at the times or within the periods stated in the Appendix A under Reports, subject to extensions in accordance with the Agreement.

Subject to clause 20, the Agreement shall expire on the date stated in Part II.

### **24 Variations and Extensions**

The Agreement can be varied on application by either party by written agreement of the parties.

Any agreement to vary the time for completion of the Services or to extend term of this Agreement is subject to the Consultant continuously meeting the prescribed performance standards, and the absence of major breaches of the terms and conditions of this Agreement.

## **25. Commissioned Work**

In the event of cancellation by the Client in accordance with clause 27 hereunder while there is work in progress, the Client will be responsible for all cancellations, costs and charges which cannot be avoided, services rendered by the Consultant before notice to stop, and other costs and expenses which reasonably cannot be prevented under the circumstances. The Consultant shall take all reasonable steps to avoid costs to the Client once notice is given hereunder.

## **24 Delays**

If the Services are impeded or delayed by the Client or his contractors so as to increase the amount or duration of the Services -

- (i) The Consultant shall immediately inform the Client of the circumstances and probable effects.
- (ii) The increase may be regarded as Additional Services.
- (iii) The time for completion of the Services shall be increased accordingly.

## **26 Changed Circumstances**

26.1 If circumstances arise for which the Consultant is not responsible and which make it irresponsible or impossible for him to perform in whole or in part the Services in accordance with the Agreement he shall promptly dispatch a notice to the Client.

26.2 In these circumstances if certain Services have to be suspended, the time for their completion shall be extended until the circumstances no longer apply but not for a period exceeding 30 days for resumption of them.

26.3 If the change in circumstances causes a delay of more than 30 days and in the opinion of the Client the changed circumstances make it irresponsible or impossible for the Consultant to perform in whole or in part the Services in accordance with the Agreement the Client may terminate the Agreement by written notice to the Consultant and the Agreement shall terminate as and from the receipt of such notice by the Consultant and the Agreement shall cease to have effect.

## **27 Abandonment, Suspension or Termination**

### 27 Notice of the Client

27.1.1 The Client may suspend all or part of the Services or terminate this Agreement by notice of at least thirty (30) days to the Consultant who shall immediately make arrangements to stop the Services and minimize expenditure.

27.1.2 If the Client considers that the Consultant is without good reason not discharging its obligations the Client can inform the Consultant by notice stating the grounds for the notice. If a satisfactory reply is not received within thirty (30) days the Client can by further notice terminate this Agreement.

27.1.3 The Consultant shall not by himself, or in conjunction with any other person, in relation to this contract or any other contract to which the Client is a party corruptly solicit, receive or agree to receive, for himself or for any other person; or offer or agree to give (directly or indirectly) to any person in the Client's service, or any person who has a contract with the Client; any gift or consideration of any kind as an inducement or reward for doing or not doing anything, or for showing favour or disfavour to any person.

27.1.5 The Client may by notice to the Consultant in accordance with clause 27.1.1 terminate this contract or any other contract with the Client:

If the Consultant or anyone employed by him or acting on his behalf (whether with or without his knowledge) is in breach of 27.1.3; or

If the Consultant or anyone employed by him or acting on his behalf is convicted of any offence of bribery at common law or under any written law of the Turks and Caicos Islands in relation to this contract or any other contract to which the Client is a party; or

If the Consultant has misrepresented facts, or has used collusive or dishonest practices, in order to influence the entry into this contract or any other contract to which the Client is a party.

27.1.6 If the Client so terminates this contract, such termination shall be deemed to be by reason of the Consultant's breach hereof and, in addition to the Client's other rights and remedies, the

Client shall be entitled to recover from the Consultant the amount or value of any such gift, consideration, fee, reward, or commission.

#### 27.2 Notice of the Consultant

After giving at least thirty (30) days' notice to the Client, the Consultant can by further notice terminate this Agreement.

## **PAYMENT**

### **28 Payment to the Consultant**

28.1 The Client shall pay the Consultant for the Services in accordance with Conditions and with the details stated in Appendix C and shall pay for Additional Services at rates and prices which are given in or based on those in Appendix C so far as they are applicable but otherwise as are agreed in accordance with Clause 22.

28.2 The currency applicable to the Agreement is that stated in Part II. Where payment is to be made in other currencies it shall be computed at rates of exchange as defined in Part II and paid net without deductions.

28.3 the Client shall pay to the Consultant reimbursables against invoices at cost and limited to the maximum amount stated in the Tender Response Form in accordance with Appendix C.

### **29 Time for Payment**

Amounts due to the Consultant shall be paid within the number of days stated in Part II.

### **30. Third Party Charges on the Consultant**

Except where specified in Part II or Appendix C

- (i) the Client shall whenever possible arrange that exemption is granted to the Consultant and those of his personnel who are not normally resident in the Turks and Caicos Islands from any payments required by the Government or authorized third parties in the Turks and Caicos Islands which arise from the Agreement in respect of:
  - (a) their remuneration (save for National Insurance and National Health Insurance, where applicable)
  - (b) their imported goods other than food and drink
  - (c) goods imported for the Services
  - (d) documents.
- (ii) whenever the Client is unsuccessful in arranging such exemption he shall reimburse the Consultant for such payments properly made.
- (iii) provided that the goods when no longer required for the purpose of the Services and not the property of the Client
  - (a) shall not be disposed of in the country of the Project without the Client's approval
  - (b) shall not be exported without payment to the Client of any refund or rebate recoverable and received from the Government or authorized third parties.

### **31. Disputed Invoices**

31.1 If any item or part of an item in an invoice submitted by the Consultant is contested by the Client, the Client shall give prompt notice with reasons and shall not delay payment on the remainder of the invoice. In respect of a disputed invoice, the Consultant agrees to provide such information, including original invoices, as requested by the Client.

31.2 The Consultant shall maintain complete and accurate records of the time spent and materials used by the Consultant in providing the Services, and the Consultant shall allow the Client to inspect such records at all reasonable times on request.



## **GENERAL PROVISIONS**

### **32. Languages and Law**

In Part II there is stated the language or languages of the Agreement, the ruling language and the law to which this Agreement is subject.

### **33. Assignment**

- (i) The Consultant shall not without the written consent of the Client assign the benefits from the Agreement other than money.
- (ii) Neither the Client nor the Consultant shall assign obligations under the Agreement without the written consent of the other party.
- (iii) The Consultant shall not without the written consent of the Client initiate or terminate any sub-contract for performance of all or part of the Services.

### **34. Copyright**

The Consultant retains copyright of all documents prepared by him SUBJECT to the provision regarding confidentiality contained in Clause 6. The Client shall be entitled to use them or copy them only for the Works and the purpose for which, they are intended, and need not obtain the Consultant's permission to copy for such use.

### **35. Conflict of Interest**

The Consultant shall not engage in any activity, which might conflict with the interests of the Client under the Agreement and shall strictly avoid conflicts with other assignments or its own corporate interest.

### **36. Notices**

Any notice or other communication required or permitted to be given hereunder shall be sent either by registered (air) mail, return receipt requested if available, or by cable, telefax, telegram or facsimile, or delivered by hand against receipt, addressed as follows:

If to the Client: The Turks and Caicos Islands Airports Authority

Walter Cox Administration Building

Howard Hamilton International Airport

Providenciales

Turks and Caicos Islands

Tel: (649) 946 - 4420

Attn: The Chief Executive Officer

If to the Consultant: [Name and contact details]

or at such other place as the relevant party may, giving reasonable notice, direct in writing.

Any notice sent by registered mail shall be deemed to have been received seven (7) days after posting unless previously received, and any notice by cable, telegram, telex or facsimile shall be deemed to have been received the next business day after delivery to a proper transmitting agent, unless previously received hereunder.

### **37. Publication**

The parties, either alone or jointly with others, can publish material relating to the Works and Services. Publication by the Consultant without the Client shall only be of documents which he retains copyright and shall be subject to approval of the Client if it is within two years of completion or termination of the Services and subject to the provisions of Clause 6 herein.

Settlement of Disputes

### **38. Claims for Loss or Damage**

Subject to Clause 17, any claim for loss or damage arising out of breach or termination of the Agreement shall be agreed between the Client and the Consultant or failing agreement shall be referred to arbitration in accordance with Clause 39.

### **39. Arbitration**

39.1 In the event of any dispute arising out of or in relation to the Agreement and such dispute relates to a technical or minor matter only such dispute shall be referred to an appropriately qualified single arbitrator to be agreed by the parties or in default of agreement to be appointed as provided hereunder and the person so appointed shall act as an expert and his decision shall be final and binding save for the right of appeal to the Supreme Court of the Turks and Caicos Islands on a point of law.

39.2 In all other cases the parties submit to the jurisdiction of the Supreme Court of the Turks and Caicos Islands.

39.3 If a party wishes to refer a matter to arbitration that party (“the Giver”) shall serve written notice (“the Arbitration Notice”) of the matter in dispute to the other party (“the Receiver”) setting forth the terms of the matter disputed and nominating an arbitrator.

39.4 The Receiver shall within 14 days provide a response in writing (“the Response Notice”) to the Giver either agreeing to the reference to arbitration or contesting the reference on the basis that the matter is not suitable for reference to arbitration and if the Receiver agrees that the matter can be referred to arbitration the Receiver may nominate a different arbitrator from the one nominated by the Giver.

39.5 If the parties fail to agree that the matter should be referred to arbitration either of them may refer the issue of suitability for arbitration to the Supreme Court for decision as a preliminary matter.

39.6 All arbitrations shall take place in the Turks and Caicos Islands at a place and time decided upon by the arbitrator and the cost of the arbitration shall be ordered by the arbitrator.

39.7 Save as expressly varied hereby the terms of the Arbitration Ordinance shall apply.

### **40. Counterparts**

This Agreement may be executed in one (1) or more counterparts, each of which so executed shall constitute an original and all of which together shall constitute one (1) and the same Agreement, and shall become effective when one (1) or more counterparts have been signed by each party and delivered to the other party's representative via email, it being understood that all parties need not sign the same counterpart. Each party agrees to exchange an original executed copy with the other as soon as it is reasonably practical to do so.

## PART II

### CONDITIONS OF PARTICULAR APPLICATION

References from Clauses in Part I

13. Designated Representatives –
- Client – Turks and Caicos Islands Airports Authority  
Providenciales International Airport  
Providenciales  
Turks and Caicos Islands  
649-946-4420
- Consultant – **[name and contact address]**
18. Limit of Compensation – [ ] in the aggregate
20. Duration of Liability – [years] reckoned from the date of commencement of the Services
22. Commencement [ ] and Completion shall be **[days/months]** from the Commencement.
- 28.2. Currency of Agreement – United States Dollars
32. Language of the Agreement – English language
- Law to which Agreement is Subject – The laws of the Turks and Caicos Islands

## APPENDIX A

### SCOPE OF SERVICES

The Services are given in Table 1 below:

Table 1

<b>Normal Services</b>
TERMS OF REFERENCE
BACKGROUND
SCOPE OF SERVICES
Submission of the Draft Final Report:
Submission of agreed Final Report:
Miscellaneous
Duration
Reports:
Proposal Submission:
ATTACHMENTS

**Additional Services**

Any Additional Services other than those outlined above which are required to be performed by the Client may be agreed in writing between the two parties and will thereafter form part of the Agreement.

## APPENDIX B

### PERSONNEL, EQUIPMENT, FACILITIES AND SERVICES OF OTHERS TO BE PROVIDED BY THE CLIENT

The Personnel, equipment, facilities and services of others to be provided by the Client are given in Table 2 below:

Table 2

<b>Personnel</b>
[The Client will not provide any other personnel.]
<b>Equipment</b>
[The Client will not provide any equipment in respect of the services provided under this contract. The Consultant will treat clients using his personal equipment and at his expense.]
<b>Facilities</b>



## APPENDIX C

### REMUNERATION AND PAYMENT

Payment for the Services is given in Table 3 below:

Table 3: Payment Schedule

Payment terms will be based on project phases or milestones or deliverables, as per the following payment schedule:

<b>PAYMENTS</b>	<b>MILESTONES</b>	<b>PERCENT</b>
1 <sup>st</sup> Payment	Signing of the contract and kick off	10%
2 <sup>nd</sup> Payment	Upon Completion of Collection of information and visits to TCIAA's network of airports. Consultation with all Stakeholders. (Due Diligence) and Confirmation of Drafting of Master Plan	20%
3 <sup>rd</sup> Payment	Milestone 1. After Submission and Review of the First Draft SMP and Other Deliverables under the Scope of Works by TCIAA. Presentation of proposed SMP to Client Project Team, AOC and select stakeholders (e.g. FBO and Fuel Operators) and delivery of Communication of recommendations from groups presented to.	40%
4 <sup>th</sup> Payment	Milestone 3: After successful completion of Milestone 2 (Presentation to Cabinet of TCIG). Modification and Final Submission of SMP and All Deliverables under Scope of Works (OutPut) and final presentation to Cabinet and Public Forum.	30%

## **APPENDIX D**

### **Consultant's Proposal**

## **APPENDIX 5: TENDER ENVELOPE LABEL**

**Tender Reference Number: TR 23/32**

**Contract Number: TCIAA 04/2023**

**Tender for:**

# **CONSULTANCY SERVICES FOR A STRATEGIC MASTER PLAN FOR THE TCIAA**

**To be returned by: 10:00 A.M. on Wednesday, 11 October 2023**

**To: The Secretary to the Procurement Board  
Office of the Deputy Governor  
Waterloo Plaza  
Waterloo Road  
Grand Turk  
Turks and Caicos Islands**