

# **TURKS AND CAICOS ISLANDS AIRPORTS AUTHORITY**



## **INVITATION TO TENDER FOR CONSULTANCY SERVICES FOR THE INTEGRATION OF RADAR SURVEILLANCE**

**TENDER REFERENCE NUMBER TR 23/101  
CONTRACT NUMBER TCIAA 08/2023**

**Monday, 5 February 2024**

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## INTRODUCTION

This Invitation to Tender (ITT) relates to **CONSULTANCY SERVICES FOR THE INTEGRATION OF RADAR SURVEILLANCE**, Tender Reference Number TR 23/101, Contract Number TCIAA 08/2023.

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. SCOPE OF SERVICES
- 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 **Monday, 12 February 2024** via Microsoft Teams. Please register attendance using the link provided in the Tender Notice on the Turks and Caicos Islands Government's website at <https://www.gov.tc/publicservice/government-tenders>.

## BACKGROUND

The Air Traffic Control (ATC) within the Turks and Caicos Islands (TCI) airspace is still provided using procedural control techniques (building and maintaining a mental picture of all the aircraft in the airspace). This longstanding control technique has been proven to be a tedious and is not ideal in a very busy environment. Controllers are responsible for the airspace and the separation of all aircraft operating within. Their duty being, making sure that aircraft under their control are not at risk of collision or conflict with others. This is done by maintaining the present and future positions of each aircraft, while at the same time attending to the requests from pilots within the limits of standard procedures. The Air Traffic Controller also manages the air traffic sequences, routing or planning of flights and assess weather impact. In a procedural environment, this is all reliant on the controller's mental picture. Here, Air Traffic Controllers rely heavily on position reports from pilots since they cannot "see" the aircraft.

This increases the workload tremendously and also causes "frequency congestion" which in itself is another stressor. They also cannot "see" the weather, except to look at forecasts and view the conditions of the immediate airport environs. Notwithstanding, the Turks and Caicos Islands has experienced rapid increase in flight operations. There is an average of approximately 50,000 movements per year with 200 movements per day during peak season. These movement are a mixture of international scheduled carriers, general aviation jet, small propellor aircraft and domestic flights to the islands. The bulk of the traffic enters the airspace from North America while others enter via the South-eastern Caribbean.

With the high volume of air traffic entering the Turks and Caicos Islands airspace, controllers can easily become overwhelmed, which can create an unsafe condition. The complexity of the operation, coupled with the rapid increase in volume, can cause a controller to "lose" that mental picture. This can have dire consequences to aircraft safety and conversely impact our tourist industry. Currently, during the peak season, Air Traffic Controller personnel constantly request the Miami Control Center to delay aircraft to reduce the number of aircraft arriving to the Turks and Caicos Islands. This is done as a proactive measure so as to prevent the controller from having a situation where there might be a mental loss of picture.

The "frequency congestion" caused by having so many back-and-forth transmissions adds to the stress levels placed on the controllers. Currently, airlines are complaining about the major delays suffered due to the Federal Aviation Administration (FAA) ground stops put in place because the Turks and Caicos Islands simply cannot handle more flights. Moreover, general aviation flights are denied entry to the airspace due to traffic congestion during these busy periods. These delays result in the airlines complaining and even cancelling flights to the Turks and Caicos Islands.

## SCOPE OF SERVICES

The Consultant for integration of radar surveillance services will provide an overview of the current airspace setup and goals for integrating radar services, not limited to:

1. Conduct a thorough analysis of current airspace management practices
2. Identify bottlenecks and inefficiencies in airspace utilization and develop strategies to overcome them.
3. Design and propose an optimized airspace management plan, incorporating radar services to enhance safety and efficiency.
4. Develop a detailed implementation roadmap, considering technological requirements, stakeholder coordination, and regulatory compliance.
5. Recommend The Radar surveillance system (software and hardware) best value for money and suited for the Turks and Caicos Islands, giving pros and cons of the various options.
6. Recommend the type of facility to be constructed to house Radar equipment and other infrastructures associated with the venture according to requirements and best options relative to cost implications.
7. Evaluate the number of personnel Air Traffic controllers (ATC) and Air Traffic Engineering (ATE) required for the smooth transition to surveillance, in accordance with the International Civil Aviation Organization (ICAO), Air Safety Support International (ASSI) and Civil Aviation Authority (TCI-TCI)
8. Recommend a suitable Air Traffic Control training simulator for local initial and recurrent training/ assessment of surveillance controllers.
9. Recommend specialist training for radar controllers and engineers to meet the regulatory competency level.
10. Provide means of training and knowledge transfer sessions to relevant personnel involved in airspace management and radar operations.
11. Assist in the integration and testing of radar systems, ensuring interoperability and optimal performance.
12. Recommend operating contingency measures.
13. Monitor and evaluate the effectiveness of the implementation solution (6) six months of commissioning and provide recommendations for further improvements.

## Required Skills and Experience

The qualifications for professionals involved in the integration of radar surveillance systems typically encompass a combination of education, experience, and specific skills:

1. **Education:** A relevant bachelor's or master's degree in aerospace engineering, aeronautical engineering, aviation management, or a related field provides a strong foundation for understanding airspace planning, radar technologies, and aviation systems.
2. **Industry Experience:** Prior experience in airspace planning, air traffic management, or aviation system design is highly valuable. This can include work with regulatory bodies, airport authorities, aviation consulting firms, or air navigation service providers.

3. **Knowledge of Airspace Management:** A deep understanding of airspace management principles, including knowledge of airspace classification, air traffic control procedures, and regulations, is essential for effective planning and design.
4. **Radar System Expertise:** Specific experience with radar surveillance systems, including knowledge of radar technologies, data processing, and interpretation of radar data, is crucial for successful integration within airspace design.
5. **Regulatory Familiarity:** Proficiency in understanding and working with aviation regulations and standards is important to ensure compliance and safety in airspace planning and design.
6. **Technical Skills:** Proficiency in relevant software and tools for airspace modeling, simulation, and visualization is beneficial. Additionally, experience in radar data analysis and interpretation is valuable.
7. **Certification:** Certain certifications or licenses in air traffic control, aviation management, or related fields may be advantageous, demonstrating a commitment to professional development and compliance with industry standards.
8. **Project Management Experience:** Experience in managing complex projects related to airspace planning, radar system integration, or aviation infrastructure development can be an asset.
9. **Risk Assessment and Mitigation:** The ability to identify and assess potential risks associated with airspace upgrades and radar integration is crucial. Experience in conducting risk assessments, developing risk management strategies, and implementing appropriate mitigation measures is highly beneficial.
10. **Technical Proficiency:** Strong technical skills are required to evaluate and select suitable surveillance radar systems, manage the integration process, and troubleshoot technical issues that may arise. This includes proficiency in radar data processing, networking, communication protocols, software applications, and data analysis.
11. **Previous Experience:** Prior experience in successfully delivering airspace upgrades and radar/ADSB integration projects is critical. This could include consulting engagements, project management roles, or technical positions related to airspace management and surveillance radar systems.

## **Key Milestones/Deliverables**

1. **Define Project Scope:** Clearly establish the scope and objectives of the project, including the airspace upgrade requirements and specific goals for integrating surveillance radar services.
2. **Identify Stakeholders:** Identify key stakeholders involved in the project, such as aviation authorities, Air traffic controllers, FBOs, airlines, and other airspace users. Determine their roles, responsibilities, and expectations from the consultant.

3. **Conduct Initial Assessment:** Perform an initial assessment of the current airspace infrastructure, radar capabilities, and associated systems. Evaluate the existing operational and technical constraints that must be addressed during the upgrade and integration process.
4. **Develop a Project Plan:** Collaborate with stakeholders to develop a comprehensive project plan. This plan should outline the project timeline, milestones, deliverables, resource requirements, and budgetary considerations. Ensure alignment with regulatory requirements and industry best practices.
5. **Technical Analysis and Design:** Conduct a detailed analysis of the airspace requirements and radar integration needs. Design an optimized airspace structure, considering factors such as air traffic flow, capacity, safety, and efficiency. Determine the technical specifications for the surveillance radar systems to be integrated.
6. **Procurement and Installation:** Assist in the procurement process for surveillance radar systems, ensuring compatibility with existing infrastructure. Oversee the installation, commissioning, and integration of the radar systems within the designated airspace.
7. **Stakeholder Engagement:** Collaborate closely with stakeholders throughout the implementation process. Conduct regular meetings, workshops, and information sessions to obtain feedback, address concerns, and ensure alignment with stakeholders' expectations.
8. **Risk Assessment and Mitigation:** Conduct a thorough risk assessment to identify potential risks and develop appropriate mitigation strategies. Regularly monitor and evaluate project risks, implementing necessary measures to minimize any negative impacts on the project.
9. **Project Monitoring and Reporting:** Establish a monitoring and reporting mechanism to track the progress of the airspace upgrade and radar integration. Regularly update the stakeholders on the project status, highlighting any challenges, achievements, or deviations from the plan. Prepare periodic reports to facilitate informed decision-making and maintain transparency.
10. **Training and Transition:** Provide guidance and training to relevant personnel involved in operating and managing the integrated surveillance systems. Facilitate a smooth transition to the newly upgraded airspace, ensuring a seamless handover to the stakeholders.
11. **Evaluation and Continuous Improvement:** Conduct a comprehensive evaluation of the implemented airspace upgrade and radar integration. Gather performance data, analyze outcomes, and seek feedback from stakeholders. Identify areas for further improvement and implement necessary adjustments or enhancements.

12. Throughout the implementation process, effective communication, collaboration, and stakeholder management will be crucial to ensure a successful integration of surveillance radar services and achieve the desired airspace upgrade objectives. Regular reviews and assessments should be conducted to ensure compliance with regulatory requirements, industry standards, and client satisfaction.

## Administrative Support

**TCIAA will assist the Consultant with the following undertaking:**

1. Data and information management: Ensure that relevant documents supporting the project, such as contracts and agreements, are properly organized and accessible.
2. Meeting Coordination: Assist with coordinating meetings, both internally and externally
3. Procurement Support: Assist in procurement processes, including drafting RFPs (Requests for Proposals) or RFQs (Requests for Quotations) and vendor evaluations,
4. Financial assistance: I will monitor/communicate with the finance department regarding project-related expenses, ensuring adherence to the allocated budget. Help with tracking and processing invoices, expense reimbursements, and financial documentation.
5. General Administrative Support: Provide general administrative assistance, including office workstation, safeguarding files, and records, coordinating logistics for TCIAA team members involved in the project, and handling any other related administrative internal tasks as required.

## Support staff and backstopping

Any Backstopping and support staff costs must be included in the fee rates.

## Equipment

No equipment is to be purchased on behalf of the Turks and Caicos Islands Government as part of this service contract or transferred to the Turks and Caicos Islands Government.

## Financial Proposal

Proposals must include the estimated cost for all work-related tasks and deliverables outlined in the Schedule and Timeline.

1 <sup>st</sup> Payment	Signing of the contract and kick off	10%
2 <sup>nd</sup> Payment	Phase 1: Due Diligence & Transaction Report	30%
3 <sup>rd</sup> Payment	Phase 2: Submission of tender documents (as outlined in section2)	40%
4 <sup>th</sup> Payment	Phase 3: airspace upgrade and radar integration project	20%



## PART A: INSTRUCTIONS TO TENDERERS

### Tender Submission

1. A tender 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 Islands time, **Wednesday, 13 March 2024.**
3. The dimensions of the tender box slot are **13 ½ inches x 3 ¾ inches** (34.29 cm x 9.525 cm) 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, tenders 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. A tender must follow the sequence outlined below in organising the submission:
  - i. Cover Letter
  - ii. Table of Contents
  - iii. Tender Response Form (**Appendix 3**, completed and signed)
  - iv. Certificate of Non-Collusion (**Appendix 2**, completed and signed)
  - v. Prequalification Requirements (**Appendix 1, Prequalification**, completed and signed)
  - vi. Technical Proposal
  - vii. Comments on 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**.

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 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).
11. All tender prices must be valid for at least ***one hundred and twenty (120)*** calendar days from the tender submission date.
12. All **queries** and **requests for clarification** may be submitted directly to the **Secretary to the Procurement Board** using the link below:  
 [\*\*SUBMIT QUERIES OR REQUESTS FOR CLARIFICATION\*\*](#)
13. The deadline for the submission of queries and requests for clarification from Tenderers is no later than **ten (10) calendar days** before the tender submission date. Responses to queries will be provided within **three (3) 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/publicservice/government-tenders> and shall be attached to and form part of the Invitation to Tender.
14. 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.**
15. A Tenderer must consider the provision for TCI public officers as stated in section 71 (2) of the Public Finance Management Regulations [PFMR], which states: “*To avoid a conflict of interest purchases of goods and services can only be made directly from public officers where it can be demonstrated there is no other supplier in the private sector*”. Any such conflict must

be declared in Item No. 5 of the Prequalification subsection of **Appendix 1: Tender Evaluation Criteria** and details provided, as required in the Prequalification table.

16. All forms included in the tender must be signed by a Registered Director or Owner. If a Registered Director or Owner is unable to sign, a representative of the company may sign the forms; however, **evidence** that he/she is duly authorised to sign on behalf of the company must be included with the tender. Please note that if a representative of the company signs the forms and a letter of authorisation is **not** included in the submission, the forms will be deemed incomplete.
17. **Duration of Assignment:** The proposed duration for this contract is an approximate period of **two (2) years**, to be defined in the executed agreement.
18. **Reporting:** For the duration of the contract, the Consultant will report to the Permanent Secretary, Immigration and Border Services / Turks and Caicos Islands Airports Authority.
19. **Invoicing and Payments:** The payment schedule will be negotiated between the preferred bidder and the Immigration and Border Services / Turks and Caicos Islands Airports Authority
20. **Subcontractors:** A Tenderer may not sublet or subcontract any of the contractual obligations concerning this tender except with the written acknowledgement of the TCIG.
21. 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.
22. A Tenderer shall also note that:
  - An incomplete tender including a tender that does not satisfy the Scope of Services or does not conform to the ITT may be rejected and disqualified.
  - The TCIG 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 among Tenderers and/or other parties.
  - The TCIG reserves the right to accept or reject any tender received.

## **PART B: GENERAL REQUIREMENTS**

23. These general guidelines apply to all services specified in this tender package.
24. **Scope of Services:** A tender shall be submitted based on the services and terms of reference outlined in the ITT. A Tenderer is not allowed to submit alternative tender(s).
25. **Information and Descriptive Literature:** A Tenderer must furnish all information requested in the tender.

26. **Tender Submittal Costs:** All costs associated with the submission of the tender is the sole responsibility of the Tenderer. The TCIG shall in no way be liable or obligated for any costs accrued to the Tenderer in submitting the tender.
27. **Conditions:** The preferred bidder shall be responsible for delivering the services according to the scope of services as stated in the ITT.

## PART C: TENDER EVALUATION

28. 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.
29. In the event of disqualification of the tender, the Evaluation Panel may proceed to the next substantially responsive tender.
30. 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

31. A Tenderer will be required to meet the eligibility criteria in **Appendix 1: Tender Evaluation Criteria** to qualify and for their tender 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.
32. **Appendix 3: Tender Response Form** provides the price proposal format for submission.

## PART D: CONTRACT AWARD

33. Subject to the evaluation of the tenders, the TCIG will award the Contract to the Tenderer determined to be substantially responsive, who shall be invited for further negotiations.
34. The TCIG does not bind itself to accept the lowest priced or any tender.

35. The TCIG reserves the right to annul the tender process and reject any or all tenders at any time prior to the execution of the Contract, without thereby incurring any liability to the affected Tenderer(s) on the grounds for the actions of the TCIG.
36. Prior to the expiration of the bid validity period, the TCIG will notify the preferred bidder in writing as to whether the TCIG 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.
37. 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.
38. 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. A Tenderer should include in their proposal comments on the proposed **Appendix 4: Draft Contract**.
39. The Contract will be administered by the Immigration and Border Services / Turks and Caicos Islands Airports Authority
40. The TCIG 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.
41. 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.
42. The Consultant shall note the public accountability and transparency requirements of government, including disclosure to the House of Assembly and its committees.
43. The TCIG 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 23/101; Contract Number TCIAA 08/2023**

The Consultant is **required** to complete and sign this Section. Consultants 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.

### Prequalification

Item No.	Indicate Response		Requirements	Provide complementary details and/or State the Tender Section/ Sub-section
	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 authorised to sign on behalf of the Tenderer <i>[evidence must be provided]</i> . <b>(A tender will not be considered unless a completed Certificate of Non-Collusion signed by or on behalf of the Tenderer is included).</b>	
2.	<input type="checkbox"/>	<input type="checkbox"/>	<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> <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>	
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 based in the TCI</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 <i>[or equivalent for home country]</i></li> </ul> </li> </ul>	
4.	<input type="checkbox"/>	<input type="checkbox"/>	I have enclosed: <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>	
5.	<input type="checkbox"/>	<input type="checkbox"/>	I certify that neither I nor any of the other Directors, Principals or Owners of the Company have a conflict of interest ( <b>actual or perceived</b> , as defined by the TCI Code of Conduct issued by the Integrity Commission and according to the provision of section 71 (2) of the Public Finance Management Regulations) within this tender.	

Item No.	Indicate Response		Requirements	Provide complementary details and/or State the Tender Section/ Sub-section
	Yes	No		
			<b>If conflict(s) exist, details are provided.</b> <i>Note: it is the responsibility of the Tenderer to ensure that they are clear on the definitions and any legal provisions..</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 exists, 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) exists, 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 exists, details are provided.</b>	
10.	<input type="checkbox"/>	<input type="checkbox"/>	I have attached a list of proposed subcontractors. <b>If subcontractors are proposed, the Prequalification Table of APPENDIX 1: TENDER EVALUATION CRITERIA with only Items 1 to 9 completed for each subcontractor is provided. The form is signed by the subcontractor and the supporting information (where required) is provided.</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 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>	
13.	<input type="checkbox"/>	<input type="checkbox"/>	I have included suggestions, recommendations and suitable solutions to problems with carrying out the contract.	
14.	<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:

TECHNICAL CRITERIA			
Item No.	Measure	Requirement [Evaluation and points will be awarded on the requirements listed below]	Maximum Points (X)
1.	The Consulting Firm's experience in providing similar services ( <i>as stated in Scope of the Services</i> ) demonstrated by the number of successfully completed contracts, similar in nature and complexity to this scope.  <i>[For maximum points, a minimum of five (5) projects within the last five (5) years must be successfully completed]</i>	Adequacy for the Assignment (Knowledge of the sector type and years of experience).  a. You are required to supply ( <i>in a tabular format</i> ) a list of at-least five (5) successfully completed contracts of similar services ( <i>must be comparable to this contract in scope and an equivalent or larger value</i> ) completed within the last five (5) years. The list of relevant completed contracts should include, but not limited to the following: <ul style="list-style-type: none"> <li>Name of the Contract;</li> <li>Client Name and Address</li> <li>Brief description of the project scope for each Contract, clearly identifying the similarities of the scope, or aspects of the scope, or completed works to the scope of this contract.</li> <li>Value of the projects listed;</li> <li>Month and year of completion of the projects listed and;</li> <li>You and / or your company or members of your management staff's involvement in the projects, i.e., main consultant, sub-consultant and the specific nature of the service(s) provided.</li> </ul> b. Submit a minimum of three (3) Client Testimonials/References from the successfully completed projects listed above.	30
2.	Demonstrate that the Consulting Firm have the Resources to undertake the services according to the requirements ( <i>as stated in Scope of Services</i> )	Supply a list of the Project Team proposed to undertake the services as outlined in Scope of Services, noting their location, availability and provide copies of CVs. The following should be presented in the proposal for each Project Team Member: <ul style="list-style-type: none"> <li>The detailed Curriculum Vitae of the Team Leader, Key Experts and other Experts, etc. must state their general qualifications and competence (<i>Education and training in the determined field</i>).</li> <li>Copies of relevant qualifications [<i>degrees, professional qualifications, etc.</i>] listed in the Curriculum Vitae must be provided along with any Professional Affiliation (<i>if applicable</i>).</li> <li>Relevant experience in the determined field for the assignment must be highlighted along with the contact information for at least two (2) references.</li> </ul>	30
3.	Methodology and Workplan in responding to the <i>Scope of Services</i>	a. An understanding of the Scope of Services will be demonstrated by the clarity and consistency of the proposed approach in the Methodology which should address each task to be undertaken, the effectiveness of the work plan and suitable timelines within the proposed period of implementation.  b. Proposed work program and schedule for the works showing the sequence of the activities to be performed/actioned and overall completion within the expected duration for the assignment. The workplan must have attached schedules and other relevant supporting documents.	40
POINTS FOR THIS SECTION: TECHNICAL (X)			100



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**

The preferred tenderer will be the one with the highest technical score that has achieved the required minimum technical score and falls within the pricing range of the budget. 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 23/101, Contract Number TCIAA 08/2023*

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 Government 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 THE INTEGRATION OF RADAR SURVEILLANCE**, Tender Reference Number **TR 23/101**, Contract Number **TCIAA 08/2023** in accordance with the Invitation to Tender and Scope of Services. Below is the price summary and attached is the detailed Financial Proposal.

CONSULTANCY	OFFER (US\$)
CONSULTANCY SERVICES FOR THE INTEGRATION OF RADAR SURVEILLANCE	
<i>Other Expenses</i> _____ (Please specify)	
<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: .....2024

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

Address.....

.....

.....

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

E-mail.....

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

## **APPENDIX 4: DRAFT CONTRACT**

### **CONSULTANCY FOR INTEGRATION OF RADAR SURVEILLANCE**

**Tender Reference Number: TCIAA 08/2023**

#### **CONSULTANCY AGREEMENT**

**BETWEEN**

**THE TURKS AND CAICOS ISLANDS AIRPORTS AUTHORITY**

**AND**

**Dated the            day of            20**

## **CONSULTANCY AGREEMENT**

**THIS AGREEMENT** is made the                      day of                      2024

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

**THE TURKS AND CAICOS ISLANDS AIRPORTS AUTHORITY**, a body corporate created under the Turks and Caicos Islands Airports Authority Ordinance ("**the Client**")

**OF THE FIRST PART**

**A N D**

(**"the Consultant"**)

**OF THE SECOND PART**

### **RECITALS**

**WHEREAS -**

- A. The Client wishes to engage with the Consultant to provide the Services outlined in Part II of this Agreement and has accepted a proposal by the Consultant for the performance of such Services.

**NOW THIS AGREEMENT WITNESSETH** as follows:

1. In this 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 hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, namely:

a) The Conditions of the Client/Consultant Services Agreement (Part I – Standard Conditions, and Part II – Conditions of Particular Application);

b) The Appendices, namely:

Appendix A – Scope of Services (“the Services”) including Project Timetable

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

Appendix C – Remuneration and Payment

Appendix D- Technical Proposal

Appendix E – Consultant Qualifications

Appendix F – Certificate of Non-Collusion

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 this 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 this Agreement at the times and in the manner prescribed by this Agreement.

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

**EXECUTED** under seal for and on behalf of **THE TURKS AND CAICOS ISLANDS AIRPORTS AUTHORITY**

\_\_\_\_\_  
**CHAIRMAN/DEPUTY CHAIRMAN**

\_\_\_\_\_  
**Print Name**

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

\_\_\_\_\_  
**Print Name**



**EXECUTED** under seal for and on behalf of

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

\_\_\_\_\_  
**Print Name**

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

\_\_\_\_\_  
**Print Name**

## **PART I**

### **CONDITIONS OF THE CLIENT/CONSULTANT SERVICES AGREEMENT**

#### **STANDARD CONDITIONS**

##### **1 Definitions:**

- 1.1 'Client' means the
- 1.2 'Conditions' means the terms and conditions set out in the Conditions of this 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 Schedule);
- 1.3 'the Consultant' means
- 1.4 'day' means a day on which the banks are open for normal trading in the Turks and Caicos Islands;
- 1.5 'Date of Completion / Completion Date' means the date or a later date agreed by the Parties in accordance with clause 22 of this Agreement;
- 1.6 'the Effective / Commencement Date' means
- 1.7 'the Price' means the sums contained in Appendix C 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 in accordance with this Agreement as set out in Appendix A and as may be directed by the Client during the term of this Agreement;
- 1.9 'Subcontractors' means the subcontractors of the Consultant as per clause 16.

1.10 'the Timetable' means the dates by which specified services are to be performed in accordance with this Agreement; and

1.11 '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 this Agreement.

## **2 Interpretation**

2.1 In this Agreement unless otherwise specified:

2.1.1 reference to a party is a reference a party to this Agreement and includes its permitted assignees and the respective successors in title to substantially the whole of its 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 a statute or statutory instrument or any of its provisions is a reference to that statute or statutory instrument 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 this Agreement.

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

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

- 2.4 If there is conflict between provisions of this 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 this 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 this Agreement to perform or deliver the Works by a given date in accordance with the Timetable herein stated in Appendix C. If the Consultant foresees any potential delays in the completion of the Works, the Consultant 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 its obligations under this Agreement.
- 5.2 Where the Services include the exercise of powers or performance of duties authorized or required by the terms of a contract between the Client and any third party, the Consultant shall:

act in accordance with the contract provided that the details of such powers and duties are acceptable to it where they are not described in Appendix A.

- a) 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 act by its skill and judgment.
- b) 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 or anything created or produced for the Client under this Agreement shall be the property of the Client and where applicable shall be so marked. Any document provided or supplied to the Consultant shall be confidential information and shall not be disseminated or disclosed to any other person without the consent of the Client. When the Services are completed or terminated the Consultant shall deliver to the Client all documents provided by the Client during the performance of the Services.

## **OBLIGATIONS OF THE CLIENT**

### **7 Information**

The Client shall so far as possible not to delay the Services and within a reasonable time give to the Consultant free of cost all information in its 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 and 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 access wherever it is required for the Services;
- c) where necessary, providing reasonable access to governmental agencies for collection of information which is to be obtained 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 its own cost arrange for the selection and provision of personnel in its employment to assist the Consultant in accordance with Appendix B.

## **12 Supply of Personnel**

- 12.1 The personnel who are sent by the Consultant to work on the Services in the Turks and Caicos Islands shall be in good health and 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 this Agreement each party shall designate a representative or representatives.
- 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**

14.1 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.

14.2 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 not sub-contract for performance of the whole of the Services.

## **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.



- 18.3 The Client shall not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other EY Firm or its subcontractors, members, shareholders, directors, officers, partners, principals or employees ("EY Persons"). The Client shall make any claim or bring proceedings only against the Consultant.

## **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 the that claim is made within one (1) year from the occurrence of the circumstances giving rise to the claim.

## **21. Materials**

- 21.1 All manuals, computer software, notes, drawings, specifications and other technical data supplied by the Client and used by the Consultant shall be the sole property of the Client. Any materials or equipment supplied by or on behalf of the Client, or the cost of which has been reimbursed hereunder, shall be returned to the Client on termination of this Agreement in good condition, normal wear and tear excepted.
- 21.2 The copyright of all other proprietary rights whatsoever of all designs, drawings, models, plans, specifications, design details, photographs, brochures, and other materials provided or other material developed by the Consultant for the execution of its obligations under this Agreement (whether in existence or to be made) and all amendments and additions to them and any works, designs, or inventions of the Consultant incorporated or referred to in them shall vest in and are the absolute property of the Client. The provisions of this article will survive the termination of this agreement for any reason.
- 21.3 The Consultant shall be entitled to use or copy the Work only for the purpose for which they are intended in the context of this Agreement and need not obtain the Client's permission to copy for such use.

21.4 The Consultant agrees:

- (i) on request at any time give the Client or any persons authorized by the Client access to the material referred to in Clause 20.2 and to provide copies of it at the Client's expense; and
- (ii) at the Consultant's expense, to provide the Client with two sets of all such material promptly after the Consultant ceases to provide Services.

21.5 The Consultant shall indemnify the Client from and against all claims, proceedings, damages, costs and expenses suffered or incurred by the Client by reason of the Consultant infringing or being held to infringe any intellectual property right in the performance of the Services.

21.6 Insurance for Liability and Indemnity:

The Consultant shall obtain and maintain sufficient professional indemnity insurance against its liability under this Agreement in the amount stated in the Particular Conditions, 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 Commencement Date as particularly described in Part II of this Agreement.

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

23.1 The Services shall be commenced and completed at the times or within the periods stated in the Timetable subject to extensions in accordance with the Agreement.

23.2 Subject to clause 17, the Agreement shall expire on the date sated in Part II.

### **24 Variations and Extension**

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

- 24.2 An 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 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.

## **26 Changed Circumstances**

- 26.1 If circumstances arise for which the Consultant is not responsible and which make it impossible for him to perform in whole or in part the Services in accordance with this Agreement the Consultant 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 in no event for a period exceeding thirty (30) days.
- 26.3 If the change in circumstances causes a delay of more than thirty (30) days and in the opinion of the Client the changed circumstances make it impossible for the Consultant to perform in whole or in part the Services in accordance with this Agreement the Client may terminate this Agreement by written notice to the Consultant and this Agreement shall terminate as and from the receipt of such notice by the Consultant and this Agreement shall cease to have effect.

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

### **27.1 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 minimise 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.

27.1.4 The Consultant shall not enter into this or any other contract with the Client in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge unless, before any such contract is made, particulars of any such commission, and of the terms and conditions of any agreement for the payment thereof, have been disclosed in writing to the Client.

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

1. if the Consultant or anyone employed by him or acting on his behalf (whether with or without his knowledge) is in breach of 25.1.3; or
2. 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
3. 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.

27.1.7 Upon termination of this Contract, the Client shall make the following payments to the Consultant: remuneration for Services satisfactorily performed prior to the effective

date of termination, and reimbursable expenses for expenditures in respect of services actually incurred prior to the effective date of termination to be paid at cost subject to invoice

## **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**

The Client shall pay the Consultant for the Services in accordance with the Conditions and with the details stated in Appendix C.

### **29 Time for Payment**

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

### **30 Currency of Payment**

The currency applicable to this 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.

### **31 Disputed Invoices**

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.

### **32. 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.

## **GENERAL PROVISIONS**

### **33 Languages and Law**

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

### **34 Assignment**

- 34.1 The Consultant shall not without the written consent of the Client assign the benefits from this Agreement other than money.
- 34.2 Neither the Client nor the Consultant shall assign its obligations under this Agreement without the written consent of the other party.
- 34.3 The Client may, without the consent of the Consultant, assign the benefits from the Agreement after the Consultant has ceased to provide Services.

### **35 Conflict of Interest**

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

### **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:

If to the Consultant:

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

### **SETTLEMENT OF DISPUTES**

#### **37 Claims for Loss or Damage**

Any claim for loss or damage arising out of breach or termination of this Agreement shall be agreed between the Client and the Consultant or failing agreement shall be referred to arbitration in accordance with Clause 36.

#### **38 Arbitration**

38.1 In the event of any dispute arising out of or in relation to this Agreement and such dispute relates to a technical or minor matter only such dispute shall be referred to an appropriately qualified single mediator in the Turks and Caicos Islands 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 & Caicos Islands on a point of law.

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

38.3 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.

38.4 The Receiver shall within fourteen (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.

38.5 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.

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

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

### **39 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

**END OF TEXT**



## **PART II**

### **PARTICULAR CONDITIONS**

#### **A. References from Clauses in Part I**

#### **13 Designated Representatives –**

Client            The Turks and Caicos Islands Airports Authority  
Howard Hamilton International Airport, Providenciales,  
Turks and Caicos Islands  
Representative Contacts:  
Emanuel Rigby (emanuelrigby@tciairports.tc)

Consultant

#### **18 Limit of Compensation – The total value of the contract;**

Amount of professional indemnity insurance required –

Duration of professional indemnity insurance required –

#### **20. Duration of Liability –**

#### **22. Commencement –**

#### **22. Expiration of the Agreement –**

#### **29 Time for payment – Thirty (30) days after receipt of invoice.**

#### **30. Currency of Agreement – United States Dollars.**

33. Language of the Agreement – English language.

33. 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>
<b>TERMS OF REFERENCE</b>  Proposal Submission: (attach as Appendix D)  <b>ATTACHMENTS</b>
<b>Additional Services</b>
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 personnel.
<b>Equipment</b>
The Client will not provide any equipment in respect of the services provided under this contract. The Consultant will use his personal equipment and at his expense.
<b>Facilities</b>
The Client will not provide any facilities.

## APPENDIX C

### REMUNERATION AND PAYMENT

1. Payment will be in accordance with Part II, subject to satisfactory performance.
2. The value of the Services will be as shown in the Consultant's Tender Response Form but more particularized in the Detailed Financial Proposal both attached herein.
3. No tax is payable on Work carried out for the Turks and Caicos Islands Government.
4. Details of payment method is as follows:
5. Payment will be made on the following key milestones:

#### **Payment Schedule**

<b>Deliverables</b>	<b>Payment Schedule</b>	<b>Total of Contract value (\$)</b>
•		
•		
•		
•		
•		
<b>Total</b>		

**APPENDIX D**  
**TECHNICAL PROPOSAL**

**APPENDIX E**  
**CONSULTANT'S QUALIFICATIONS**

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

**Tender Reference Number: TR 23/101**

**Contract Number: TCIAA 08/2023**

**Tender for:**

# **CONSULTANCY SERVICES FOR THE INTEGRATION OF RADAR SURVEILLANCE**

**To be returned by: 10:00 A.M. on Wednesday, 13 March 2024**

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