

**eDoc 02:
INVITATION TO TENDER DOCUMENTATION
PILOT SERVICES**

PORTFOLIO OF INTERNAL AND EXTERNAL AFFAIRS

Representing the

GOVERNMENT OF THE CAYMAN ISLANDS

Tender No: CTC/09-10/PI&EA/042

For: Procurement of helicopter pilot services

**Aircraft Type: One Eurocopter EC135 T1 Helicopter
with Turbomeca Arrius 2B1A engines**

Client Agency: Portfolio of Internal and External Affairs,

Delivered to: Grand Cayman, Cayman Islands

Publication Date: 20 November 2009

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RECEIPT FOR TENDER DOCUMENTS

Email to Project Manager at: steve.fitzgerald@clearskyconsultants.com

TENDER NO: CTC/09-10/PI&EA/042
FOR: Procurement of helicopter pilot support services
TO: Royal Cayman Islands Police Service, Police Air Operations Unit

COLLECTED OR DOWNLOADED
BY:

(PRINT Name of Person)

FOR AND ON
BEHALF OF:

(PRINT Name of Company)

Company Street Address: _____

Company Postal Address: _____

Company Tel &/or Cell: _____

Contact email address: _____

Date and Time Collected: _____
(Date) (Time)

The tenderer is advised of the following:

1. the deadline date, time and address for receipt of bid submissions is:
22 Jan 2010, 12:00 noon EST, delivered by hand or courier to The Secretary of the Central Tenders Committee, Ground Floor, Government Administration Building, 71A Elgin Avenue, George Town Grand Cayman KY1-9000, CAYMAN ISLANDS;
2. the format for bid submission is: One hard paper copy of completed and signed form of Tender and Tender Form, **and** one copy on CD to be submitted;
3. a receipt must be signed and received at bid submission;
4. that late bids received after the deadline will not be evaluated and will be returned to the bidder after the tender opening meeting;
5. that the Cayman Islands Government:
 - a. is under no obligation to accept the lowest bid;
 - b. can cancel a tender process and/or reject all tenders at any time prior to the award of the tender

SECTION 1: INVITATION TO TENDER [ITT]

TENDER NO: CTC/09-10/PI&EA/042
FOR: Procurement of helicopter pilot services

Invitation

1. The Government of the Cayman Islands acting herein and represented by the Portfolio of Internal and External Affairs [hereinafter referred to as the "Portfolio"] invites eligible and suitably qualified Service Providers to submit a tender in competition for the provision of support and total support for helicopter piloting services for two years with the option to renew for a period not exceeding two years.

Such services shall be provided to one Eurocopter EC135 T1 Helicopter with role equipment and powered by two Turbomeca Arrius 2BA1 engines as defined in the accompanying tender documentation.

The Helicopter is owned by the Royal Cayman Islands Police Service (hereinafter called the "RCIPS"); is and operated by the RCIPS Air Operations Unit [hereinafter called the "AOU"] and will be maintained by the RCIPS's contractor for helicopter maintenance and basing services (hereinafter called the "Maintenance Service Provider") to be appointed.

Place and date for the return of tenders

2. One hard (paper) original version of your Tender when completed and signed is to be submitted, together with all relevant documents in a sealed envelope or package stating the Tender No and Title [as stated above], by hand or courier to: The Secretary of the Central Tenders Committee, Ground Floor, Government Administration Building, 71A Elgin Avenue, George Town, Grand Cayman KY1-9000, Cayman Islands, **no later than 12:00 noon [EST] on 22 January, 2010** for collection of a receipt from the cashier acknowledging the date and time the tender envelope or package has been received.

Documents included with this tender:

3. The following documents are included with this invitation:

eDoc 02: Invitation to Tender [ITT] documentation dated 20 November 2009, and

eDoc 03: Form of Tender and Tender Price Form, and

eDoc 04: Documents to be returned along with the form of Tender, and

eDoc 05: Appendices:

Appendix A: Current aircraft status report, and

Appendix B2: Contract: Provision of pilot services, and

Appendix C2: Insurance coverage requirements: Pilot services

Appendix D2: Conflict of Interests Statement: Pilot Services

SECTION 2: INSTRUCTIONS TO TENDERERS

Government's Representative

1. The Government nominates the Chief Secretary or any person acting for him (hereinafter called the "Chief Secretary") as the Government's representative. The Chief Secretary has appointed a Project Manager Mr. Steve Fitzgerald of Clear Sky Consultants Ltd. (hereinafter called the "Project Manager") as his representative from whom all instructions will be sought including any questions in connection with this Invitation who may be contacted by email to: steve.fitzgerald@clearskyconsultants.com
The Helicopter is owned by the RCIPS, and will be operated by the AOU and maintained and based by the Maintenance Service Provider.

Tenderer's Submissions

2. Any general queries or uncertainties of interpretation arising from the tender documents should be brought to the attention of the Project Manager in writing at the earliest opportunity and well before the date for the return of the tender. Queries will only be accepted up to 72 hours prior to the closing time for the return of tenders.
3. All documents are to be submitted in English and type written or computer printed or written legibly in ink. Your signed tender should be submitted on the form of Tender accompanied by a completed Tender Price Form A included with this Invitation to Tender documentation. The format of the submitted documents should not be changed. The offer should strictly adhere to the prescribed format so as to properly facilitate Government's consideration and evaluation of the Tenders. Any change in the format may cause rejection of the bid.
4. Not Used
5. You are required to keep your tender confidential and not to divulge to anyone, even

approximately, what your tender price is or will be. The sole exception to this is information you may have to give to your insurance company or broker in order to compile your tender, but you must stress to them that this information is given in strict confidence.

6. You must not make any arrangements with anyone else about whether or not they should tender, or about their or your tender prices or terms and conditions. You may however, obtain any necessary subcontract quotations.
7. The Government:
 1. is under no obligation to accept any or the lowest bid; and
 2. shall not defray any cost incurred by Tenderers; and
 3. may cancel a tender process and/or reject all tenders at any time prior to the award of the tender.
8. Your form of Tender with all relevant documents should be submitted in a sealed envelope prominently marked “**Tender CTC/09-10/PI&EA/042 Procurement of Helicopter Pilot Services**”. The envelope or package should not bear any indication of the identity of the tenderer.
9. Tenderers are advised that:
 1. at the time of submitting the Tender the cashier will issue a manual receipt stating the date and time the tender has been received and the person submitting the tender shall also sign the receipt, a copy of which is issued to the person submitting the tender;
 2. the person signing the receipt agrees with with the date and time the tender has been submitted and there is no recourse by them or any other person to dispute these facts at a later stage;
 3. although a late tender may be received by the cashier it will be rejected as a ‘late’ bid during the tender opening process and will be returned to the Tenderer

immediately after the tender opening meeting;

4. if the tender is qualified it may be set aside, or you may be required to withdraw the qualification without amending your offer;
 5. Ineligible tenders will be rejected prior to evaluation.
10. Tender evaluation scores, will be appropriately affected if the tenderer does not include in any submission documentation all the information required by the tender documentation.
11. The tender shall remain open for consideration for 56 days from the date for the return of the tender. The prices set out in the Tender and Tender Price Form A shall be effective until the award of contract unless the bid is withdrawn, or if found to contain any obvious errors in pricing or errors in arithmetic will be dealt with as described in paragraph 6 of the form of Tender.

Tendering Regulations

12. The process of public procurement is regulated by Part 9 of the Financial Regulations (2004) and subsequent revisions. This invitation to tender has been prepared to accord with these Regulations and is subject to all applicable Cayman Islands Laws.
13. The objective of this invitation is to provide an open and competitive environment, ensuring that the evaluation of Tenders is carried out in a fair, ethical, impartial, consistent, transparent manner, with a publicly auditable mechanism, a declared basis for the evaluation of tenders, and with no obligation to accept the lowest price only.
14. Government's procurement process recognises:
1. the overriding requirement to ensure value for money; and
 2. that all Tenders are to be evaluated fairly, and impartially against the eligibility and evaluation criteria stated in the advertisement and tender documentation; and
 3. that commercially sensitive information is treated confidentially and in accordance

with applicable laws

Additionally, the evaluation scoring process is designed to detect those tenders considered abnormally low or high which will be scored according to the predetermined matrix referred to in the Conditions of Tender.

Notices to Tenderers

15. All Tenderers, including those who download the invitation documentation from the internet, are advised to complete the attached Receipt of Tender Documents [hereafter called the “Acknowledgement”] and email the completed acknowledgement to the Project Manager in a timely manner.
16. Any subsequent Notice to Tenderers issued by the Project Manager will be published on the Government website at www.centraltenders.gov.ky; click on the ‘**Tenders**’ page, click ‘**Open Tenders**’ and access **Tender No.: PIE&A/042**. Those whose Acknowledgement and email address has been received by the Project Manager will be notified of any published Notices.
17. Tenderers should intermittently prior to submitting the Tender visit the Government website for final amendments, clarifications, updates (if any) which would form part of the tender and which would be available at the site. The closing date for the receipt of queries is 3 days prior to return of tenders

Government’s Policy on Confidentiality:

18. The Tender remains the property of the PWD and may be used only to prepare a quotation in response. Except for information to the public generally (other than by breach of these Conditions), a person receiving the tender must not publish, disclose or copy any of its content, except to prepare a tender in response. The Tenderer must keep confidential all information provided by the Government, as part of, or in connection

with, the tender documentation. All tender become the property of the PWD which may reproduce all or any part of a tender for evaluation despite any confidentiality or intellectual property right subsisting in the successful tender that gives rise to a binding contract with the Government:

1. The Government may reproduce all of any part of that tender in a contract awarded to the Vendor, without reference to the Tenderer;
 2. Subject to paragraph c) of this sub-clause, either party may publish all or any part of that tender that is included in a contract, without reference to the other party; and
 3. Neither party may publish any part of that tender that the Government has determined should be exempt from the Government's policy on confidentiality in Government contracts.
19. Subject to the previous sub-clause, the Government and the Tenderer must hold the tender in confidence, so far as the law allows, except if:
- a) The information is available to the public generally, other than by breach of this obligation;
 - b) a law requires a party to file, record or register something that includes information in the tender;
 - c) disclosure is necessary or advisable to get a consent, authorisation, approval or license from a Governmental or public body or authority;
 - d) it is necessary or advisable to make disclosure to a taxation or fiscal authority;
 - e) it is necessary to provide the information in the tender in answer to a question asked of a Minister in the Legislative Assembly, or otherwise to comply with a Minister's obligations to the Legislative Assembly; or
 - f) it is disclosed confidentially to a party's professional advisors:
 - i) to get professional advice about this tender process; or

- ii) otherwise to consult such professional advisors.

Confidential Information (proprietary information and trade secrets)

- 20. A Tenderer shall identify those portions of its tender that it deems to be confidential, proprietary information or trade secrets and provide justification as to why such materials shall not be disclosed by the Government. All materials which the tenderer desires to remain confidential shall be clearly indicated by stamping the top and bottom of the pages on which such information appears with the word "Confidential". Such material stamped "Confidential" shall be easily separable from the non-confidential portions of the tender.
- 21. All materials indicated as "Confidential" shall be reviewed by the Government and any decision not to honour a request for confidentiality shall be communicated in writing to the tenderer. Prices and terms of payment shall be publicly available after the quotation opening regardless of any designation of confidentiality made by the Tenderer.

End of Section 2: Instructions to Tenderers.

SECTION 3: CONDITIONS OF TENDER

In cases of conflict Section 5: Conditions of Contract shall take precedence over all other Sections in this ITT document.

1. ELIGIBILITY CRITERIA:

To determine the eligibility of a Service Provider, the following eligibility submission data shall be returned with the Tender:

Evidence that the Service Provider holds a current license in the name of the Service Provider submitting the tender, either:

- for locally based organisations: from the Cayman Islands Trade and Business Licensing Board; or
- for overseas based organisations: from the state, country or jurisdiction in which the Service Provider currently operates,

who are licensed to perform piloting services for helicopters, in accordance with the requirements of the Aviation Authority based in the state, country or jurisdiction in which the Service Provider currently operates.

Eligibility submission data that is deemed not to substantively comply with, or satisfy, the above criteria will cause the respective Tender to be given no further consideration.

2. DEFINITIONS

In these Conditions of Tender, unless the context otherwise requires:

“AOC” means a Air Operators Certificate issued in accordance with the requirements of the Air Navigation (Overseas Territories) Order as amended (AN(OT)O);

“AOU” means the Air Operations Unit of the Royal Cayman Islands Police Service;

“CAA” means the Civil Aviation Authority of the Cayman Islands;

"Commencement Date" or "Date of Commencement" means the day after the Contract is signed;

"Conditions of Tender" means the terms and conditions issued by the Portfolio under this Invitation to Tender documentation and shall include all terms and conditions, and Schedules contained in the Contract issued as part of this ITT;

"Contract" means the executed Contract Agreement between the Government and the Contractor including all documents, appendices, schedules and attachments referred to therein recording the terms and conditions of the contract together with such other documents which the parties have agreed in writing shall form part of the Contract and such variations, modifications or amendments to the Contract as may be agreed in writing;

"Contract Period" or "Term" means the term of the Contract shall be for an initial period of two (2) years and six (6) weeks and commence on the Commencement Date and the provision of Pilot Services shall commence no later than six (6) weeks after the Commencement Date, with the option to renew or extend such Services for a further period of up to two (2) years at rates or pricing to be defined on the Tender Price Form.

"Conflict of Interests" means any event influencing the capacity of a candidate, tenderer, contractor or service provider to give an objective and impartial professional opinion, or preventing him, at any moment, from giving priority to the interests of the Government. Any consideration relating to possible contracts in the future or conflict with other commitments, past or present, of a candidate, tenderer, contractor or service provider, or any conflict with his own interests. These restrictions also apply to subcontractors and employees of the candidate, tenderer, contractor or service provider;

"Employer" means the Government acting herein and represented by the Royal Cayman Islands Police Service;

“Equipment” shall mean any and all equipment to be provided (either by supply or installed or both) by the Service Provider or Contractor as part of the Services;

“General Conditions” means the General Conditions of Contract and all Schedules, appendices and annexes attached to the Contract;

“Government” means the Government of the Cayman Islands;

“Helicopter” means the Eurocopter EC135T1 Helicopter Serial No. 0107, registration marks VP-CPS powered by two Turbomeca Arrius 2B1A engines Serial No(s) 30089 and 30101 owned by the RCIPS and shall include ground handling wheels, dolly platform, all other Equipment or role equipment or any of its other parts or components installed in the aircraft;

“Hangarage” means the place of hangarage and the address of the hangar where the Helicopter will be housed by the Service Provider for safe and secure, as specified, keeping when aircraft is on the ground and where OTAR Part 145 Approved Base and/or Line Maintenance activities are undertaken by the Contractor for Maintenance Services in accordance with OTAR 145 and the approval of the CAA;

“Pilot” or “Piloting” means the person or persons contracted to operate the Helicopter on behalf of the RCIPS for the delivery and provision of the Services or Government Requirements in accordance with AOU’s requirements and instructions;

“Portfolio” means the Portfolio of Internal and External Affairs acting on behalf of and representing the Government.

“Project Manager” or “PM” means the person who is employed in that capacity named in the Instructions to Tenders and appointed by the Commissioner to act on his behalf in

carrying out those duties described in the Conditions of Tender or such other person as may be appointed in that capacity for the time being by the Chief Secretary;

“Service Provider” or Piloting Service Provider or “Contractor for Pilot Services” means the person or persons whose tender is accepted by the Portfolio and his or their legal personal representatives or permitted assignees;

“Services” or “Government Requirements” means the work, Services, duties and obligations to be undertaken by a Service Provider for Pilot Services in accordance with this ITT documentation and more particularly described in the General Conditions of Contract for which a tender has been accepted by the Portfolio;

“UEO” means the Unit Executive Officer of the AOU or any person acting in his capacity;

“Services” includes the work or services to be performed by and the other obligations of the Service Provider as specified in this ITT documentation and all data, reports, drawings, specifications, designs, inventions, plans, programmes, or other material produced or acquired in the course of the production or performance of the work;

3. THE PROJECT:

1. The Portfolio requires the provision of helicopter pilot support services from eligible and suitably qualified local or overseas based organisations [hereinafter called the “Service Provider” or the “Contractor”] who are required to hold a current license in the name of the Service Provider, either:

- for locally based organisations: from the Cayman Islands Trade and Business Licensing Board; or
- for overseas based organisations: from the state, country or jurisdiction in which the Service Provider currently operates,

and who are licensed to perform piloting services for one Eurocopter EC135 T1 Helicopter, more particularly defined in Section 4.1 herein, in accordance with the requirements of the

Aviation Authority based in the state, country or jurisdiction in which the Service Provider currently operates as further defined in Section 3 herein.

1.1 The Contract Period shall be for an initial period of two (2) years and six (6) weeks. The Date for Commencement shall be the day after the execution of the contract. The provision of piloting services shall commence no later than six (6) weeks after the Commencement Date. The Contract may be renewed by the parties prior to its expiration for a further period not exceeding two (2) years at rates or pricing to be defined on the Tender Price Form.

1.2 The Services required shall include the provision of Piloting Services, including the provision of replacement Pilots, a Chief Pilot, and all appropriate managerial and operational support services required by the Service Provider in the delivery and performance of such Services.

1.3 NOT USED

1.4 The Service Provider shall:

1. as an employer comply with all applicable Cayman Islands laws, and
2. comply with all other terms and obligations of the General Conditions of Contract for Provision of Pilot Services contained or referred to in Appendix B2 [see eDoc 05] attached to this invitation.

1.5 Section 3 Condition 3 and its sub-clauses shall be deemed to have collectively outlined the Services required by the Chief Secretary together with Sections 4 and 5 of the ITT documentation and the General Conditions of Contract providing additional and more specific information on such Services or Requirements (hereinafter called the "Project" or "Government Requirements").

2. The Piloting Service Provider shall operate the Helicopter as and when instructed by the UEO.

3. Execution of Contract: The successful Tenderer shall be required to execute the contract in the terms set out in the Contract Agreement and General Conditions of Contract as contained in Appendix B2 [see eDoc 05] attached to this ITT and supplemented by the addition of relevant information, requirements or variations:

- a. contained in the ITT's Specification of Services;
- b. contained in the General Conditions of Contract and its Schedules
- c. contained in the successful Tender; and
- d. Tender clarification communication with the Tenderer during the technical appraisal, evaluation and clarification stages.

4. SERVICE PROVIDER'S ORGANISATIONAL STRUCTURE / PROFILE:

1. The tenderer's response shall include the submission of relevant and verifiable qualification submission data providing evidence that a Service Provider's organisation and its personnel available either in-house or outsourced is a suitably qualified organisation that:

- a) possess a verifiable past record of employing accountable personnel to manage and operate the organisation and employ's appropriately qualified Pilots to provide the required experience in piloting helicopters, and can demonstrate their capability and past experience in providing similar services to those defined in Section 4 Specification of Services herein.
- b) complies with the qualifications and experience defined in Schedule 1 Part B of Appendix B2 contract for pilot services;
- c) has the ability and past experience to recruit appropriately experienced and qualified Pilots to perform the Services and provide managerial support staff to manage, operate and support the organisation; and
- d) has in place reasonable succession planning procedures for all Pilots, key employees or outsourced organisations to provide continuity of Services to the standard of

care described in these Conditions of Tender and the General Conditions of Contract;

e) provides an acceptable banker's reference as to the Service Provider's financial ability to finance their contractual obligations to the standards and duration required in these Conditions of Tender and the General Conditions of Contract;

f) will provide details of any claims, judgments, arbitration proceedings or suits pending or outstanding against your organisation, its officers, any employee or any supplier, individual or corporate, to be engaged by you for the Project, arising from the provision of your services during the last three years;

g) has provided such Services to law enforcement or military organisations during peace-time duty.

2. Submit the Service Provider's organisational chart showing lines of responsibility of the Pilots, key personnel and outsourced organisations (if any) involved in this Project;

3. Submit details of the proposed and recommended Pilots who will provide the required Services, including the Service Provider's management and key Project personnel, listing or describing their experience in the provision of the Services including:

a) A one page CV for each Pilot to include their educational qualifications, experience, licenses and ratings previously and currently held and related experience working with the Helicopter or other similar aircraft; and

b) Past experience, if any, in working with public law enforcement agencies or military organisations during peace-time duty; and

c) Details of key outsourced organisations actively involved in the provision of the said Services; and

d) List the staff, key personnel and Pilots recommended for selection and shall agree to retain the Pilots until completion of the UEO's Pilot selection process after Contract execution. The RCIPS shall have the right to interview Pilots recommended and may reject such persons for good cause prior to commencing provision of Services.

4. Tenderers must ensure they understand the completeness of the information and

documentation required to be provided when submitting a tender. There is no obligation on the Portfolio or the Project Manager to request additional information during the tender evaluation stage.

5. PROJECT TIME-TABLE:

The tentative time-table for this project is as follows.

Tender invitation advertisement:	1 st published	1 Dec 09
	No later than	11 Dec 09
Return of tenders	[4-6 weeks]	22 Jan 10
Evaluation and report to CTC	[3-4 weeks]	19 Feb 10
Notification to successful tenderer(s)	[3-7 days]	26 Feb 10
Issue Letter of Acceptance and/or Successful tenderer signs contract	[1-2 weeks]	12 Mar 10
Commence provision of pilot services:	[no later than 6 weeks after contract signing]	April 10
Option to renew notified to Service Provider [3 months prior to completion]		Feb 12
Pilot services obligations completed	[initial 2 yrs]	April 12
If option to renew is exercised	[Max extension 2 yrs]	April 14

6. TERMS OF PAYMENT:

1. Sum Payable:

The RCIPS agrees to pay the Service Provider subject to any adjustments of the sum stated on the Form of Tender for fulfilling his obligations under these Conditions.

2 Basis of Payment:

Invoices for the services will be sent monthly in arrears. Invoices for Additional Services shall be sent on completion of the duty or service provided within 30 days of date of invoice.

Payment will normally be made by the Portfolio within 30 to 60 days of receipt of acceptance

of the goods, supplies and services provided always that the invoice is correct. Failure to pay within 30 to 60 days shall not constitute a fundamental breach of contract.

3. Additional Services:

Notwithstanding the above the RCIPS agrees to reimburse the Service Provider on a time charge basis for such other services as are required by the RCIPS, and are additional to those required to be performed by the Service Provider under these Conditions.

4. Recoverables:

Whenever under these Conditions any sum of money shall be recoverable from or payable by the Service Provider, such sum may be deducted from or reduced by the amount of any sum or sums then due or which at any time thereafter may become due to the Service Provider under any contract with the Government.

5. Payment for Services on Suspension or Termination:

1. On suspension or termination of any Service Provider's services under these Conditions the Service Provider will be entitled to payment for his services and expenses up to the point of the suspension or termination in accordance with the provisions of the Contract.

2. The RCIPS will be entitled to possession and to make full use of all documentation and technical records relevant to the current airworthiness and all approved airworthiness data in a manner acceptable to the UEO relating to the Helicopter to be prepared by the Pilot services Service Provider in accordance with and for use under Contract upon such payment by the Portfolio and upon receipt and acceptance of the required documentation.

7. TENDERER'S PRICE TO INCLUDE:

1. The price(s) stated on the form of Tender shall constitute the full compensation payable to the Contractor for the Services and shall include, unless otherwise expressly stated, all cost, taxes, duties, fees or charges of any kind whatsoever incurred by the Tenderer in respect of the Services to be provided, including any legislation announced, prior to 72 hours

before the tender return date, to become effective during the currency of the Contract Period in the execution of his obligations under these Conditions of Tender.

2. The tenderer is reminded that specific cost components relating to the provision of these Services shall be separately priced from any other Service price as stated on the Tender Price Form.

3. The tender price stated on the form of Tender shall:

- a. include those items that are required to be quoted separately, and
- b. be deemed to include any item not separately priced and if requested to price the items the tenderer shall provide a price and identify where the tender shall be adjusted so as to not alter the total price, and
- c. include for all fluctuations in the Tenderer's costs and expenses whatsoever their nature for the Contract Period; and
- d. include pricing for Pilot Services for years 3 and 4, in the event that the option to renew or extend the contract is agreed by the Parties.

8 OTHER GENERAL CONDITIONS:

Sub-contracting and assignment

1. Without the prior written consent of the Commissioner, a Service Provider must not sub-contract, assign, part with or be relieved from any of its rights, powers, liabilities and obligations under the Contract.

2. Unless the RCIPS agrees otherwise in writing, the Service Provider is fully responsible for the delivery of the Government's Requirements despite that a Service Provider has sub-contracted or assigned the performance of any part of the delivery of the Government's Requirements.

3. If the RCIPS gives written consent under clause 22 of the General Conditions of Contract for Pilot Services then the Service Provider must ensure that all sub-contractors have in place, prior to carrying on any part of the delivery of the Government's Requirements, and keep current, the same insurances as the Service Provider is required to have in place under clause 15 of the General Conditions of Contract for Pilot Services [Appendix B2] or Appendix C2 Insurance Coverage Requirements. [See eDoc 05 for Appendices].

Conflict of Interests

4. The tenderer is required to provide as submission data with the return of a Tender a written warranty that at the date of submitting the tender, no conflict of interest exists, or is likely to arise, in the delivery of the Government's Requirements and that if, prior to the deadline date for the return of the tender, a conflict of interest arises, then the Tenderer will notify the Portfolio immediately in writing, of that conflict or risk. [See eDoc 05 Appendix D2]

Tender Clarifications and Alterations

5. The Project Manager reserves the right during the technical appraisal, evaluation and clarification stages to enter into communication with any Tenderer, for which written confirmations or replies will be required, to clarify any matter that may have been submitted by the Tenderer in order to score more appropriately any of the submission data required by these Conditions of Tender. Any tender clarification that may take place shall not be considered a tender negotiation but shall be deemed a clarification in areas of uncertainty in the submission data.

6. Any obvious errors in pricing or errors in arithmetic will be dealt with as described in condition 6 of the form of Tender.

Tenderer Recommended for Acceptance

7. Subject always to the final approval of the Commissioner, the tenderer(s) recommended for acceptance will be the tenderer who attains the highest total score after evaluating and

scoring the submission data in accordance with the a predetermined scoring matrix and the scoring scheme described hereafter.

a) All criteria that are to be evaluated will have weightings according to the Evaluations Committee's opinion of importance, which are not for publication. These weightings will be on a 1-5 scale and apply to all scored items except Price where the score is calculated according to the price formulae stated in c) below.

b) All evaluated and weighted criteria will use the following Score Guidance method, except where noted in this Condition:

- | | |
|---------------------------------------------|----------|
| i. Clearly meets criteria / Acceptable | 9 points |
| ii. Mostly meets criteria / Acceptable / | 6 points |
| iii. Somewhat meets criteria / Unacceptable | 3 points |
| iv. Barely meets criteria / Unacceptable | 1 point |

c) Prior to evaluating and scoring tender submissions all Tenderer's data shall be considered on a like-for-like basis to remove selection bias. Accepted tender practice applies such as checking the completeness of the submissions, qualification data, and arithmetical correctness.

d) To assign the price score, the following formulae will be used:

$$\text{Price score} = \text{PS} \times (\text{P min} / \text{P})$$

where: PS is the Tender price score assigned under Conditions 9.3.4 and 9.4 of Section 3 Conditions of Tender

P min is the lowest like-for-like tender price received, and

P is the tender price being evaluated as stated on Tender Price Form A as Total Cost of each Service

Notification of Award and Acceptance of a Tender

8. Tenderer's will be notified in writing by the Chairman of the Central Tenders Committee [CTC], after tenders have been evaluated and a report considered and accepted by the CTC, of the name of the tenderer whose tender will be accepted by the Government and the amount of that tender. Such notification shall be subject to the issue of the Letter of Acceptance from the Project Manager.

9. No variation of the Conditions of Tender will be considered after the tender has been accepted and the Letter of Acceptance issued, except where any such variation is expressly provided for by the Conditions of Tender.

10. When the approval to accept a tender has been issued by the CTC, the Project Manager shall, within 3 days, issue his Letter of Acceptance to a Service Provider. Upon receipt of the Letter of Acceptance by the Service Provider, he shall, within 3 days, sign and return the Notification of Acceptance form to the Project Manager.

11. Within 14 days of the date of the signed Notification of Acceptance a Service Provider shall sign a Contract Agreement with the RCIPS in the form attached to this Invitation to Tender. It being understood that the name of the Service Provider on the Contract Agreement shall be in the name of the Tenderer as it appears on the tender Form.

Government's Policy on Confidentiality:

12. The tender documentation remains the property of the Portfolio and may be used only to prepare a tender in response. Except for information to the public generally (other than by breach of these Conditions), a person receiving the tender documentation must not publish, disclose or copy any of its content, except to prepare a tender in response. The Tenderer must keep confidential all information provided by the Government, as part of, or in connection with, the tender documentation. All tenders become the property of the Portfolio

which may reproduce all or any part of a tender for evaluation despite any confidentiality or intellectual property right subsisting in the successful tender that gives rise to a binding contract with the Government:

- a. The Government may reproduce all or any part of that tender in a contract awarded to the Service Provider, without reference to the Service Provider;
- b. Subject to paragraph c) of this sub-clause, either party may publish all or any part of that tender that is included in a contract, without reference to the other party; and
- c. Neither party may publish any part of that tender that the Government has determined should be exempt from the Government's policy on confidentiality in Government contracts.

13. Subject to the previous sub-clause, the Government and the Tenderer must hold the tender in confidence, so far as the law allows, except if:

- a. The information is available to the public generally, other than by breach of this obligation;
- b. a law requires a party to file, record or register something that includes information in the tender;
- c. disclosure is necessary or advisable to get a consent, authorisation, approval or license from a Governmental or public body or authority;
- d. it is necessary or advisable to make disclosure to a taxation or fiscal authority;
- e. it is necessary to provide the information in the quotation in answer to a question asked of a Minister in the Legislative Assembly, or otherwise to comply with a Minister's obligations to the Legislative Assembly; or
- f. it is disclosed confidentially to a party's professional advisors:
 1. to get professional advice about this tender process; or
 2. otherwise to consult such professional advisors.

Confidential Information (proprietary information and trade secrets)

14. A tenderer shall identify those portions of its tender that it deems to be confidential, proprietary information or trade secrets and provide justification as to why such materials shall not be disclosed by the Government. All materials which the tenderer desires to remain confidential shall be clearly indicated by stamping the top and bottom of the pages on which such information appears with the word "Confidential". Such material stamped "Confidential" shall be easily separable from the non-confidential portions of the tender.

15. All materials indicated as "Confidential" shall be reviewed by the Government and any decision not to honour a request for confidentiality shall be communicated in writing to the tenderer. Prices and terms of payment shall be publicly available after the tender opening regardless of any designation of confidentiality made by the tenderer

9. EVALUATION CRITERIA AND WEIGHTINGS:

1. The criteria listed below have been drafted to accord with Regulations 36 to 39 of the Financial Regulations (2004) and subsequent revisions. The integrity of the public sector relies on all tenders being evaluated fairly and impartially against the eligibility and evaluation criteria stated in the advertisement and this ITT documentation. The evaluation criteria require that all tenders be subject to an overriding requirement to ensure value for money and shall accord with the conditions 12 to 14 of the Instructions to Tenderers in this ITT.

2. Tenders will be evaluated by an Evaluation Committee. They are accountable for ensuring that the process of tender evaluation shall accord with conditions 12 and 14 of the Instructions to Tenderers in this ITT. The evaluation criteria, weighting and scoring shall be applied as communicated to the Central Tenders Committee [CTC] prior to the opening of tenders. The Evaluation Committee's recommendation to accept a tender requires final

approval from the CTC who will, if the recommendation is accepted, announce the successful tenderer.

3. Eligible tenders shall be evaluated and scored upon the content of the submission data required to be returned with the priced form of Tender and Tender Price Form A in accordance with the following criteria and weightings:

1. Organizational structure and profile, including past experience providing the requested Services; past history of compliance with regulating authorities for previous organisations; accountable personnel to manage and operate the organisation; succession planning procedures for Pilots, key employees or outsourced organisations to provide continuity of Services; banker's letter of financing reference; claims, judgements, arbitration proceedings or suits statement as Section 3.4.1 of the Conditions of Tender;

Weighting 20%

2. The current licences and ratings held of recommended Pilots; the demonstrated relevant qualifications, technical knowledge and experience acquired of the recommended Pilots to be employed in the provision of Pilot services to be used on the Project;

Weighting 20%

3. Tender pricing for both alternative rosters as stated on the Tender Price Form:

Weighting 45%

4. Appropriateness, adequacy and overall quality of the submission data in accordance with the requirements of the ITT documentation and the General Conditions of Contract; provision of a signed Conflict of Interests statement as required by condition 3.8.4. of the Conditions of Tender; submission of a tender breakdown in accordance with the requirements of the Tender Price Form

Weighting 15%

4. Tender pricing which is considered being either abnormally high or abnormally low shall be scored according to the predetermined matrix.

End of Section 3: Conditions of Tender

SECTION 4: SPECIFICATION OF SERVICES AND REQUIRED ADDITIONAL INFORMATION

1. Helicopter Current Status and Other Background Information:

1. The Helicopter is owned by the RCIPS. The Aircraft is scheduled to be delivered to the Cayman Islands and certified and approved for operational duty after the appointment of the AMO and the issue of the Police Air Operator's Certificate [PAOC] to the Commissioner by the CAA. The current status of the Helicopter is stated in Appendix A. [see eDoc 05].

2. The RCIPS has not previously owned a helicopter and currently contracts with a local private sector organisation to provide helicopter services to fulfil obligations under a current Service Level Agreement. These services shall continue on an ad hoc and operational needs basis until the date set for the provision of Pilot Services to commence under the new Contract.

3. The AOU is a Unit of the RCIPS and operates under the direction of the UEO and has an operational profile as defined in Schedule 1 of the Contract and lines 13 to 20 of that table, namely an operational roster of 365 days, and an option for 260 days, both with no excluded operational days.

4. The Helicopter that shall be used for the provision of the Service Provider's Services is an EC135 T1 helicopter, serial number 0107, manufactured in 1999 by Eurocopter Germany and powered by two Turbomeca Arrius 2B1A engines, has flown 6,989 hours as of 1 Sept 2009. The Helicopter is a full police-role equipped aircraft; with one previous UK AOU operator.

5. Currently the aircraft is undergoing modifications to improve its functionality and operational effectiveness at an AMO in the USA. The aircraft is scheduled to be flown to Grand Cayman in the first quarter of 2010 subject to Maintenance and Pilotage arrangements being in place.

6. The Helicopter is role equipped with the following special Police equipment: FLIR, Leo 2, Belly Pod, Spectrolab SX5 Night Sun, Video Link equipment, and Technisonic 800mhz dual tactical radio.

7. The RCIPS will use the Helicopter to facilitate the following principal demands placed on a AOU to provide:

- a. Aerial command platform role;
- b. Search operations;
- c. Border security and protection; targeted interceptions of illegal maritime, smuggling or immigration activities;
- d. Response to police incidents including pursuits and offender searches;
- e. Critical incident responses to firearms incidents, natural disasters, national emergency and weather related events including preparedness and/or post-event activities;
- f. Surveillance and intelligence gathering missions;
- g. 'Quick-time' deployment of Police, Marine or other resources within the Cayman Islands.
- h. Training exercises for AOU staff and Tactical Flight Officers relating to aerial support to Police operations;
- i. The Helicopter shall normally be flown within the Cayman Islands Territorial waters or the Government's area of responsibility. Flights outside such areas may be required.

Section 4 continued

2. Services to be provided by Service Provider:

A. SERVICE PROVIDER'S TOTAL SUPPORT SERVICES:

1. Government Requirements for the support and total support of air services relating to the Eurocopter EC135 T1 Helicopter to be provided by the Service Provider shall comply with the Requirements mentioned below.

2. The Commissioner will be the Police Air Operators Certificate (POAC) holder for the Helicopter.

3. The Pilot services Service Provider shall possess a verifiable past record of past experience and proven ability to recruit appropriately experienced and technically qualified Pilots and staff for managerial support to comply with all performance obligations and liabilities required under the Contract for police air operations in accordance with a POAC in environments similar to those likely to be encountered in the Cayman Islands.

4. The Service Provider's organisation shall, at the Commencement Date for the provision of the Services, be currently and appropriately licensed in the Cayman Islands by the Trade and Business Licensing Board to manage and operate the required business operations and by the Work Permit Board for the issue of work permits to applicable employees of the Service Provider.

5. The Service Provider shall deliver the following Services or Government Requirements:

1. the provision of Pilot Services, defined in Section 4.2.B hereafter;

6. To provide the required total support the Service Provider shall take into account the following requirements, where applicable, and more particularly defined hereafter within this Section 4 2.A. or mentioned elsewhere in this ITT document:

1. Downtime Information;

2. Service Requirements;
 3. Flight Time Usage;
 4. Pilot pricing on a Duty Day basis, as defined in Schedule 1 Parts A and B of the Contract [see eDoc 05 Appendix B.2] and conditions 4.1.3. and 4.2.A.18 herein.
 5. Provision of appropriate managerial and operational support services in support of the Service Provider's organisational requirements to provide the Services mentioned in condition 4.2.A.12 above;
 6. Insurance Requirements, defined in Appendix C2. [see eDoc 05].
7. The Service Provider shall have been issued with all applicable licenses or permits required by the Cayman Islands Trade and Business Licensing Board and the Work Permit Board which shall be current for the Term of the Contract.
8. All applicable licenses required by the CAA shall have been issued and shall be current for the Term of the Contract. The CAA's latest requirements, definitive versions, and latest issue of OTARs that apply to operating and maintaining a helicopter in the Cayman Islands can be found on the following web site www.caacayman.com.

Downtime information:

9. Required downtime for the Helicopter shall be scheduled sufficiently in advance of the events and agreed to and authorised by the AOU.
10. Aircraft downtime information shall be treated as commercially sensitive information and the timing of such events shall be approved in advance by the AOU and shall only be disclosed to persons whose name appears on a List of Authorised Persons. The AOU shall prepare the List of Authorised Persons within 30 days of the Commencement Date. All parties involved with such events shall be required to sign non-disclosure documentation.

Service Coverage and Delivery Requirements:

11. The Service Provider shall provide coverage for all Services to satisfy the core requirement that the Helicopter has the operational profile outlined in Schedule 1 of the Contract and before mentioned. This Requirement shall be achieved without contravening the individual Pilot's maximum hours of flying time in any limiting time period [Flight Time Limitations [FLT] schemes]. This Requirement shall also comply with all Maintenance schedules [Base, Line, scheduled and unscheduled] dictated by the Eurocopter Master Servicing Manual, Airworthiness Directives Service Bulletins, the CAA, or the AOU.

12. The Service Provider shall deliver the following Requirements by:

a) employing suitable technically-qualified persons, establishing an appropriate management structure having adequate knowledge of the standards required by the CAA, and with supporting administrative and financial staff to manage and operate the Service Provider's organisation in compliance of Government Requirements; and

b) complying with the requirements of the Air Navigation (Overseas Territories) Order (AN(OT)O) as amended and all current Overseas Territories Aviation Circulars (OTACs) and Overseas Territories Aviation Regulations (OTARs) which can be accessed at the web site mentioned in condition 2.15 above; and

c) maintaining in English all technical records for the Helicopter and this Contract. Documents must be easily accessible and filed in a manner which allows easy verification, compliance and inspection by others; the Service Provider shall inform the AOU of the precise location in which they are kept; and

d) complying with all statutory regulations relating to the safety health and welfare of persons in the Helicopter and at his place(s) of business and work site(s); and

e) complying with all the requirements of all recently introduced legislation and statutory regulations including all current revisions or amendments and any other contributions, levies, taxes or insurance coverage that may be payable by the Service Provider in his

capacity as an employer under Cayman Islands Law. He shall prior to the acceptance of his tender show evidence that such payments under Cayman Islands Law are up to date and fully paid to the relevant authorities or agencies; and

Flight Time Usage:

17. The probable extent of the Helicopter’s flight time usage during the Contract adjusted by any extensions or renewals shall accord with the following:

Usage Description	Min Hrs	Max Hrs
a) Estimated number of flight hours per year:	300	500
b) Training flights for AOU staff, are included in above figures.		
c) Engineering test flights as and when required are included in above figures.		
d) The flight hours per year are outlined in Schedule 1 of the Contract for Pilot Services and lines 16 to 20 of the table depending upon the Term of the Contract. [see eDoc 05 Appendix B2]; and		
e) Additional flights relating to the operational requirements of the AOU including hurricane preparedness exercises, hurricane live-event responses for preparedness, response or recovery activities or other disaster post-event activities when so ordered by the Commissioner are included in the above table. In the event the Commissioner orders such additional flights these shall be reimbursed at cost as Additional Services to the Contract.		

Operational Duty Day Pricing:

18. The Service Provider’s tender price shall be based upon the number of days a pilot is scheduled to be on duty. Total operational Duty Days per year shall be 365 days, with a costed option for 260 days. The operational Duty Days for Pilots is outlined in lines 13 to 19 of the table in Schedule 1 Part A of the General Conditions of the Contract. [see eDoc 05 Appendix B2].

Insurance Coverage Requirements

19. The Service Provider shall obtain and maintain throughout the term of the Contract the insurance coverage in Appendix C2 and those defined as being the Contractor's responsibility [see eDoc 05]. No insurance premiums are payable hereunder and therefore, tenderers are requested to note that the cost of insurance coverage shall be included in the pricing. Satisfactory proof in the form of insurance certificates or policies demonstrating that all of the insurance as required by the Contract has been obtained shall be submitted on or before the Commencing Date for the provision of Services.

Contractor's Implementation Plan:

20. The Contractor for Pilot Services shall provide the RCIPS with an Implementation Plan for the commencement of piloting services, in accordance with General Condition 2.6, in conformity with the conditions and format set out in Schedule 3 of the Contract. The objective of this Plan is to plan the tasks required to ensure provision of Pilot Services is provided no later than six weeks after the Commencement Date. In the event of delays in the provision of such Services or where non-delivery of Services occurs, a non-delivery fee as stated in General Condition 6.2 of the Contract shall apply and be charged to the Contractor. [see eDoc 05 Appendix B2].

Section 4: Specification of Services continued

2. Services to be provided by the Service Provider: continued

B. PILOT SERVICES:

1. Tenderers for Pilot Services shall review the General Conditions and Schedules to the Contract [for Pilot Services] for the outline and service specifics required for the provision of Pilot Services and take into account in their Tender price all the obligations and liabilities required by these Conditions of Tender and the General Conditions of Contract for Pilot Services. [see eDoc 05 Appendix B2].

2. Duty Day pricing shall be on the basis of a fixed fee for each operational Duty Day a Service is requested, regardless of hours flown. The expected number of operational days in any 12 month period is 365 days [alternative roster #1]. The Service provider is also required to price for providing the said Services for 260 operational days, [alternative roster #2] as defined in Schedule 1 of the Contract for Pilot Services, in any 12 months. The Tender Price Form attached to the Tender form shall be priced for both alternative rosters including providing the breakdown of pricing as stated on the Form (1) for the initial two years of the Contract Period, and (2) for years 3 and 4 in the event the Contract is renewed or extended by agreement of the Parties.

3. The expected average number of flying hours per year will vary year to year depending upon AOU operational requirements. Flying hours may range from 300 hours to 500 hours per year.

4. The Pilot Service Provider shall recommend for employment suitably technically-qualified Pilot applicants with adequate knowledge, skills and experience who shall be required to possess the under-mentioned appropriate current license, aircraft type ratings and comply with the standards of performance and experience described hereafter.

5. The Pilot Service Provider shall at his own expense provide all necessary training, testing, and examination of pilots as may be necessary to comply with the requirements of the

CAA and with the AOU's PAOM.

6. Pilots will be required to wear items of uniforms and protective clothing as specified by the RCIPS. It is mandatory to wear helmets and other safety wear when in the Helicopter. The Pilot Service Provider shall be responsible for ensuring that the equipment supplied is kept serviceable, to a high standard of cleanliness and presentation.

Licensing and Rating:

7. This Service Provider shall employ Pilots who possess a valid Commercial Pilots License (Helicopter) license type rated for the Helicopter with a multi-engine endorsement approved by the CAA and shall at his own cost be responsible for any type rated conversion of a Pilot not qualified or authorised to fly the Helicopter.

8. Pilots shall be in possession of a current standard Class 1 medical certificate [or equivalent] in accordance with OTAR 67. All Pilot training, testing and examination to meet requirements relevant to the existing Helicopter including flying and non-flying competencies to maintain their certifications, licences and ratings as required by the CAA and in accordance with the PAOM shall be complied with at the Service Provider's cost.

Pilot experience, technical knowledge, qualifications and skills:

9. All Pilots, one of whom shall be the Chief Pilot, shall be an experienced low-level flying helicopter pilot capable of performing a comprehensive range of police instructed assignments in a full functioning capacity and possess the following capabilities and experience. Refer also to Schedule 1 of the General Conditions of Contract for Pilot Services for additional information:

- a) Minimum of 2,000 hours helicopter flight time of which 1,500 hours must have been as Pilot in command without supervision;
- b) Minimum of 200 hours night flying experience of which 50 hours must have been as Pilot in command ;

- c) Minimum of 1,000 hours of rotor wing twin turbine flying, **is desirable**;
- d) Minimum 50 hours on type EC135 helicopter, **is desirable**;
- e) Proven flying experience of at least 8 years for the Chief Pilot;
- f) Experience in flying over water during day and night missions;
- g) Due to the requirement for single pilot operations, Pilots over the age of 60, or attaining 60 years of age during the life of the contract, shall not be engaged;
- h) Knowledge of air regulations relative to pilots' privileges, restrictions and obligations;
- i) Knowledge of airport procedures, including proper methods of takeoff, approach and landing;
- j) Knowledge of weather and weather interpretation including the effect of weather on flight characteristics prior to and during flights as well as all other information relating to the safe conduct of flights;
- k) Knowledge of the geography and topography of the Cayman Islands including Little Cayman and Cayman Brac is desirable;
- l) Knowledge of the techniques of effectively loading the Helicopter to achieve proper balance;
- m) Knowledge of helicopter operations;
- n) Have good written and verbal communication skills;
- o) Have good administrative skills in maintaining and organising records, log books and other documentation relating to flight operations, missions and flights hours;

- p) Previous experience of law enforcement or Helicopter Emergency Medical Service operations is desirable.

Standard of Piloting Service to be Performed

10. The Service Provider shall supply a sufficient number of Pilots, including as and when required replacement Pilots, who shall:

- a) be capable of performing a comprehensive range of assignments, in full functioning capacity, in accordance with the service demands of the AOU outlined in Section 4 Specification of Services condition 1.7. and the Helicopter's flight time usage outlined in Section 4 condition 2.A.17 herein with the expectation of the provision of a faultless service until contract completion; and

- b) be on duty for a shift and be available for service provision during each Duty Day as defined in the Conditions of Tender and General Conditions of Contract for the following operational profiles:

1. for a Service provision of 365 operational Duty Days per year, provide one or more Pilots to maintain the Service; and
2. an alternative profile, for a Service provision of 260 operational Duty Days per year provide at least one Pilot to maintain the Service; and

- c) be under the command of the UEO and/or the day or night Duty Officer who both act under the Commissioner's authority; and

- d) Exercise all reasonable skill, care and due diligence in the discharge of the Services to be performed, to a standard acceptable to the RCIPS, which shall include a proven ability in police aircraft operations or other appropriate experience; and

11. The insurance requirements for Pilot Services are stated in Appendix C2 Insurance Requirements. See also Appendix B2 General Condition 15 of the Contract for Pilot Services [refer to eDoc 05 for these appendices].

12. Any additional standards of Service required are stated in the Contract for Pilot Services [see eDoc 05 Appendix B2] and more particularly described in Schedule 1: Pilot Services Parts A & B, attached to this Invitation.

Section 4: Specification of Services continued

3. SUPPORT SERVICES TO BE PROVIDED BY THE RCIPS:

1. The PM will provide a single point of contact for the events following the Invitation to Tender up to the award of the Contract. After the award of the Contract, the UEO of the AOU will be the Contractor's point of contact and will be entitled to rely on the communications and other directives of the UEO for all purposes under his Contract. It is expected that the PM and UEO will be filled by the same person to maintain the required continuity between pre-contract and post-contract events.
2. Helicopter "man-handler dolly platform" purchased by the RCIPS for use in moving the Helicopter.
3. Helicopter parking arrangements and designated parking area at the Owen Roberts International Airport are a work in progress with the Airports Authority
4. Space for a 'Pilots Room' for pilots on duty shall be provided within the office space for the RCIPS Air Operations Unit to be located at or near by the Owen Roberts International Airport

Insurance requirements:

5. The insurance requirements to be provided by the Employer are stated in Appendix C2 Insurance Requirements, [see eDoc05].

SECTION 5: CONDITIONS OF CONTRACT:

1. The following Contract Agreement shall constitute the Agreement upon which the Tender shall be based and upon which the Contract between the parties shall be signed.
2. The Contract terms and conditions with attached Schedules which is referred to in the Contract Agreement document is attached to this ITT document as Appendix B2. [See eDoc 05].

CONTRACT AGREEMENT for provision of Pilot Services

CONTRACT NO: RCIPS-AOU C10/002
FOR: Provision of helicopter pilot services
TO: Air Operations Unit, Royal Cayman Islands Police Service
AT: George Town, Grand Cayman, Cayman Islands

THIS AGREEMENT is made the.....day of.....**2010** between **The Government of the Cayman Islands** of the Government Administration Building, Elgin Avenue, Grand Cayman KYI-9000 Cayman Islands acting herein and represented by the Royal Cayman Islands Police Service (hereinafter referred to as the “Employer”) of the One Part and **<Name of Service Provider>** having its registered office at **<address>** (hereinafter referred to as the “Contractor”) of the Other Part

WHEREAS

1. The Employer wishes to engage the services of the Contractor to provide Pilot Services and other support services to the Air Operations Unit of the Royal Cayman Islands Police Service in George Town, Grand Cayman, Cayman Islands; and
2. The Contractor has agreed to provide the said services upon the terms and conditions set out below:

NOW THEREFORE IT IS AGREED as follows:-

The Agreement

This Agreement incorporates the Tender dated **<date>**; the General Conditions of Contract, version Legal approved **<date>**; the First, Second and Third Schedules attached to the General Conditions of Contract; the Government’s Letter of Acceptance dated **<date>** and the Contractor’s Notification of Acceptance dated **<date>** copies of which are annexed hereto and have been signed for identification purposes by or on behalf of the Employer and the Contractor.

Any disputes, differences or questions arising out of or relating to the Contract shall be resolved in accordance with condition 28 of the General Conditions of Contract.

Warranty as to authority

Each party to this Agreement warrants that the undersigned have obtained all requisite authority and permissions to enter into this Agreement.

IN WITNESS whereof the parties have executed this Agreement in duplicate on the date first stated above.

Signed by **Royal Cayman Islands Police Service**
for and on behalf of the
Government of the Cayman Islands

.....
.....
[Print Name]

In the presence of

.....
[Witness's Signature]

.....
[Print Name of Witness]

.....
Date of Witness Signature

AND

Signed by
for and on behalf of
<Name of Service Provider>.

.....
.....
[Print Name]

In the presence of

.....
[Witness's Signature]

.....
[Print Name of Witness]

.....
Date of Witness Signature

End

NOTE:

The full Contract documentation and its accompanying Schedules for the required services are contained in Appendix B2 attached to this Invitation to Tender documentation.