REQUEST FOR PROPOSAL

Ferry Terminal Expansion & Warehouse Roof Repair Project – Roof Repair Works





GOVERNMENT OF MONSTERRAT (GoM)

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PART A

Part A

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PART A

1 Introductions

1.1 The Montserrat Port Authority (MPA) at Little Bay, Montserrat is Montserrat's primary source of sea access. The seaport facilities were designed to facilitate bulk cargo vessels via sea to accommodate the country's trade industry. Based on recommendations from local technical personnel, it was established that the facilities were in need of some major upgrade and maintenance. A major element that was identified was the replacement of the existing MPA warehouse roof. The Government of Montserrat, through the Ministry of Communication, Works and Labour has developed and funded a project for the replacement of the MPA warehouse roof. This RFP seeks to acquire the services of a Contractor, through the open competitive bidding process.

2 The Authority

2.1 The Government of Montserrat is the funding agent; Ministry of Communication Works and Labour will be the procuring entity managing the project and has been deemed to be The Authority. The Authority shall actively manage the resulting Contract and key activities including contract review meetings, key deliverables and analysis of management information provided.

PART B

Part B

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PART B

1 Letter of Invitation

October 27TH, 2017

Dear Sir/Madam,

Re: RFP Ferry Terminal Expansion & Warehouse Roof Repair Project - Roof Repair Works

You are invited to submit a tender for the above captioned project. Included are the tender documents consisting of:

- 1. Instructions to Bidders
- 2. RFP Check List
- 3. Form of Tender
- 4. GoM & Contractor Agreement
- 5. Bill of Quantities
- 6. General Conditions of Contract
- 7. Anti-Collusion Statement
- 8. Evaluation Criteria
- 9. Post Contract Performance Evaluation

All Tender documents can be accessed on the Government of Montserrat website at www.gov.ms. For tender submissions please return a complete document of the priced and signed Form of Tender, RFP completed Document check List, signed anti-collusion statement, program of works, method statement, statement of experience and proof of previous contracts and a copy of your tax compliance certificate (if locally based). A two (2) envelope system would be necessary for the valid submission of bids. This is as follows:-

The first envelope, the inner envelope, should contain all documents that are to be submitted. This inner enveloped is to be addressed to: The Chairperson, Public Procurement Board, Ministry of Finance and Economic Management, Government Headquarters, Brades, MSR110, Montserrat. The name of the project should also be written on this inner envelope and should read, "RFP Ferry Terminal Expansion & Warehouse Roof Repair Project – Roof Repair Works". The name of the bidder should also be written on the inner envelope.

The inner envelope completed as stated above would then be placed into an <u>Outer Envelope</u>. The <u>Outer Envelope</u> should be addressed to <u>The Chairperson</u>, <u>Public Procurement Board</u>, <u>Ministry of Finance and Economic Management</u>, <u>Government Headquarters</u>, <u>Brades</u>, <u>MSR1110</u>, <u>Montserrat</u>. The name of the project should also be written on this outer envelope and should read, "RFP Ferry Terminal Expansion & Warehouse Roof Repair Project – Roof Repair Works". The outer envelope should bear no identification of the bidder. Bids are to be received no later than 2:00p.m on Wednesday 8th November 2017. Please ensure that no additional marks are place on the outer envelope.

A site visit will be arranged for 10:00 am on Monday, October 30th 2017 at the MPA Warehouse Facility in Little Bay.

Envelopes are to be taken to the Ministry of Finance & Economic Management where the tenderer would place their tender in the Tender Box and be given a receipt after this is completed. Any queries relating to the tender or works included should be made in writing to the Director, Public Works Department or by email at pattersonr@gov.ms

Yours faithfully,

Beverley Mendes

Permanent Secretary Ministry of Communication, Works and Labour

PART B

2 Introduction

- 2.1 The Authority wishes to establish a Contract for the provision of roof replacement for the existing Warehouse Roof at the Montserrat Port Authority in Little Bay. The Authority is managing this procurement process in accordance with Government of Montserrat's Public Procurement Regulations (the "Regulations"). This is a supply of goods and services Contract being procured under the open competitive tendering procedure.
- 2.2 The Authority is procuring this contract on behalf of the Government of Montserrat
- 2.3 Part C contains the Instructions to Bidders.
- 2.4 Part D contains the Bid Evaluation criteria.
- 2.5 Parts E & F contains the General Contract Agreement & Contract Conditions
- 2.6 Part G contains the general Specifications for the proposed project.
- 2.7 Part H contain the template for the Bidders Response
- 2.8 Part I contains the Commercial Response outlining the Bidders company details.
- 2.10 Following evaluation of all responsive bids, the Public Procurement Board will award a contract to the most economically advantageous contractor to undertake the said works for the project.
- 2.11 The Government of Montserrat through the Public Procurement Board reserves the right not to conclude a Contract as a result of the current procurement process.

Part C

PART C - Instructions to Bidders

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1 General

- 1.1 These instructions are designed to ensure that all Bidders are given equal and fair consideration. It is important therefore that you provide all the requested information in the format and order specified.
- 1.2 Bidders should read these instructions carefully before completing the Bid documentation. Failure to comply with these requirements for completion and submission of a Bid may result in the rejection of the Bid. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the Montserrat General Condition of Contract.
- 1.3 Each Bidder will:
 - i. Examine the RFP and any documents referenced in the RFP and any other information provided by the Procuring Entity.
 - ii. Consider all risks, contingencies and other circumstances relating to the delivery of the requirements and include adequate provision in your financial submission to manage such risks and contingencies
 - iii. Ensure that pricing information is submitted in XCD (Eastern Caribbean Dollars).
 - iv. If necessary, obtain independent advice before submitting a bid
 - v. Satisfy itself as to the correctness and sufficiency of your Financial Submission, including the proposed pricing and the sustainability of the pricing.
- 1.4 The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and the Conditions of Bid.
- 1.5 The Bidder shall not make contact with any other employee, agent or consultant of the Authority who are in any way connected with this procurement exercise during the period of this procurement exercise, unless instructed otherwise by the Authority.
- 1.6 The Authority or Government of Montserrat shall not be committed to any course of action as a result of:
 - issuing this RFP or any invitation to participate in this procurement exercise;
 - an invitation to submit any Response in respect of this procurement exercise;
 - communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement exercise; or
 - any other communication between the Authority and/or any relevant GoM Departments (whether directly or by its agents or representatives) and any other party.
- 1.7 Bidders shall accept and acknowledge that by issuing this RFP the Authority shall not be bound to accept any Bid and reserves the right not to conclude a Contract for some or all of the works and services for which Bids are invited.
- 1.8 The Authority reserves the right to amend, add to or withdraw all or any part of this RFP at any time during the procurement exercise.

2 Type of Contract

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

3 RFP Checklist

3.1 Bidders must complete the Form of Tender, Document Check List, Anti-collusion statement, Commercial Response, and RFP Response. Failure to fully complete these documents will lead to their bid becoming non-compliant and rejected.

4 Tax Compliance

- 4.1 The tenderer must submit a Tax Compliance Certificate from Inland Revenue along with the bidding documents. In the case of a sole trader, the tax compliance certificate should be issued in that individual's name. However, where the sole trader is trading using a business name, the tax compliance certificate should be issued in the business name. In the case of a company, the tax compliance certificate should be issued in the name of the Company". It is therefore incumbent on the bidder to ensure that the tax compliance certificate is issued in the correct name. Diligent checks will be made with the Inland Revenue Department and the Financial Services Commission to verify the accuracy of certificates. Bidders received with improper tax compliance certificates would be rejected.
- 4.2 PART C Section 4.1 outlined above is not applicable for Bidders whose companies are incorporated overseas. These companies **MUST** make provisions in their Bid for a **20%** Withholding Tax on contract payments.
- 4.3 All works undertaken will be the subject of taxation in accordance with the current legislation.

5 Bid Validity

5.1 Bids are to remain open for acceptance for a period of 90 days. A Bid valid for a shorter period will be rejected.

6 Timescales

6.1 Set out below is the proposed procurement timetable. This is intended as a guide and whilst the Authority does not intend to depart from the time table it reserves the right to do so at any stage.

DATE	STAGE
Oct 27, 2017	RFP Published on the Government of Montserrat website. (www.gov.ms)
Oct 30, 2017	Site Visit at 10:00am
Nov 3, 2017	Clarification Period Closed
Nov 8, 2017	RFP Return Date (Submission Deadline).

7 Authority's Contact Details

- 7.1 Unless stated otherwise in these Instructions or in writing from the Authority, all communications from Bidders (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement exercise must be directed to the designated Authority contact named in Section. 2.1 of Part A.
- 7.2 All communications should be clearly headed "RFP Ferry Terminal Expansion & Warehouse Roof Repair Project Roof Repair Works" and include the name, contact details and position of the person making the communication.
- 7.3 Suppliers' requests for Bid clarifications must be submitted in accordance with the procedure set out in PART C Section 11 Queries Relating to Bid.

8 Alternative Bid

8.1 Bidders are not allowed to submit alternative Bids.

9 Insurance

9.1 The successful Bidder should submit details of their current insurance sufficient to satisfy the requirements for insurance given in the Conditions of the Contract and the Specification. The insurance shall jointly indemnify the Contractor and The Authority in the amount that will cover the implementation phase of the project base on the agreed contract sum. This will be requested before the signing of the contract.

10 Submission of Bids

- 10.1 The bidders will be deemed to have inspected the site and be familiar with the environment and working conditions on the site. Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Bids. Bidders are solely responsible for the costs and expense incurred in connection with the preparation and submission of their Bid and all other stages of the selection and evaluation process. Under no circumstances will the Authority be liable for any costs or expense borne by Bidders, subcontractors, suppliers or advisers in this process.
- 10.2 The Authority may at its own absolute discretion extend the closing date and the time for receipt of Bids specified under PART C Section 6. Any extension granted under this PART C Section 10 will apply to all Bidders.
- Tenders should be returned in a sealed envelope, no later than 2:00p.m. on Wednesday, November 8th, 2017.
- 10.4 Tenders and all supporting documents should be enclosed in an inner envelope duly sealed and bearing the words, "RFP Ferry Terminal Expansion & Warehouse Roof Repair Project Roof Repair Works" and addressed to:

The Chairperson,
Public Procurement Board,
Ministry of Finance and Economic Management
Government Headquarters
Brades,
Montserrat, MSR1110

The name of the tenderer should also be placed on this inner envelope.

10.5 The inner envelope should be placed in a large outer envelope and addressed to:

The Chairperson,
Public Procurement Board,
Ministry of Finance and Economic Management
Government Headquarters
Brades,
Montserrat, MSR1110

The name of the project should also be written on the outer envelope and should read "RFP Ferry Terminal Expansion & Warehouse Roof Repair Project – Roof Repair Works". The outer envelope should bear no identifiable mark of the tenderer. Bidders should not have any additional marks on the envelope.

- 10.6 Envelopes are to be taken to the Ministry of Finance and Economic Management building where the Bidder would place their Bid in the Tender Box and be given a receipt after this is completed.
- 10.7 Late Bids will not be accepted or if accepted, considered.
- 10.8 All Bids will be arithmetically checked; any errors will be brought to the tenderers attention. The rates supplied would be the basis for the arithmetic correction and would be the determining factor for any queries about the corrected price.
- 10.9 The Authority is not bound to accept the lowest Bids and has the right to accept and reject any Bid offers.

11 Queries Relating to Bid

- 11.1 All requests for clarification about the requirements or the process of this procurement exercise shall be made in accordance with these Instructions.
- 11.2 The Authority will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time. In order to satisfy query requests, the Authority has designated a specific personnel to deal with clarification requests from Bidders
- 11.3 Clarification requests can be submitted via e-mail to pattersonr@gov.ms from the date shown under PARTC Section 6.
- 11.4 In order to ensure equality of treatment of Bidders, the Authority intends to share the questions and clarifications raised by Bidders together with the Authority's responses (but not the source of the questions) to all participants on a regular basis.
- 11.5 The Authority reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

PART D

Part D PART D - Bid Evaluation

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PART D

1 Introduction

1.1 The Bid process will be conducted to ensure that Bids are evaluated fairly to ascertain the most economically advantageous bid.

2 Evaluation of Bids

2.1 The following evaluation criteria will be used to evaluate Bids received in response to this RFP. The Administrative Compliance would be applied before the remaining criteria and is either pass or fail with failure meaning that bids would be deemed Non-compliant. **Bidders must achieve a minimum score of 65% to be considered for award of contract.**

QUESTION NUMBER	Question title	WEIGHTED SCORE %
D1.1	Administrative Compliance	5%
D1.2	Financial Compliance	40%
D1.3	Completion Time	10%
D1.4	Technical Compliance	25%
D1.5	Bidders Experience	20%

3 Administrative Compliance (5%)

3.1 Bidders must submit all the documents requested in the RFP. The RFP checklist provides a list of requirements which need to be fulfilled. All Bidders are required to fully complete the Form of Tender including the commencement time and the proposed completion time which are highlighted. In addition, they need to fully complete the RFP Bidders Response Template. A valid Tax Compliance Certificate need to be submitted with their submission. Bidders should sign and date the Anti-Collusion statement. Similarly details of previous experience must be submitted in accordance with the Work Experience List. This fulfils The Administrative Compliance which is weighted 5% of the total evaluation. If **all** the above requirements are fulfilled, then the Bidder would move onto the other evaluation criteria. If any of the above mentioned items are not submitted, then the Bidder would be deemed non-compliant and rejected.

4 Financial Compliance (40%)

4.1 Bidders must complete the Form of Tender and the Bill of Quantities and return them with their RFP submission. The Bid price is a significant factor and the Government of Montserrat will seek to ensure that the works are undertaken at the most economically advantageous price. However, there are other factors which comprise the criterion and these will be considered proportionately. Government of Montserrat is not bound to accept the lowest or any Bid. The percentage for this criterion will be calculated proportionately in comparison to other price submissions from Bids. Bidders must submit all the documents requested in the RFP document. The RFP checklist provides a list of requirements which need to be fulfilled.

5 Completion Time (10%)

5.1 The procuring entity is desirous for the works to be completed as soon as possible. A higher grade will be awarded to the Bidder who proposes to complete the works soonest. Bidders are asked to submit a program of works along with a detailed method statement to provide justification for the proposed timetable presented in their Bid. The percentage for this criterion will be calculated proportionately in comparison to other price submissions from Bidders

PART D

6 Technical Compliance (25%)

Adherence to technical specification is paramount. Therefore the consideration should take into account space requirement, consideration for seismic, hurricane durability, and the tropical atmosphere. These details should be outlined by providing brochures, sketches and other technical document deemed to be appropriate to provide proof that the proposed solution is in accordance with the drawings and specifications provided in this document. The percentage for this criterion will be calculated proportionately in comparison to other submissions from tenders.

6 Bidders Experience (20%)

6.1 Prospective Bidders need to provide information of at least 2 previous contracts completed within the past 10 years of a similar nature to the scope of works presented in this RFP with a minimum value of \$150,000 for material & labour and or a minimum value of \$70,000 for labour only. These details should include but are not limited to the following; the entity or person for which the work was completed, contact information for the entity or person, the value of the works, the location of the works. In addition, the prospective Bidders shall provide CVs of key technical personnel that will be involved in the delivery of this project. The percentage for this criterion will be calculated proportionately in comparison to other submissions from tenders.

7 Award of Contract

7.1 The Public Procurement Board will inform the successful bidder through an award of Contract at the end of tender evaluation. Unsuccessful bidders will also be notified at the same time as the successful bidder.

Part E

PART E - GoM and Contractor Agreement

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1 General

- 1.3. In this Agreement:
 - a) "Agreement" means these General terms and Conditions in Schedule 1 together with the Specification drawings, Signed Form of Tender, Priced Bill of Quantities, Specifications, Contract Drawings, tender circular, addenda in Schedule 4 and any document incorporated into this agreement by reference;
 - b) "Contractor" includes the Contractor, and his/its employees;
 - c) "deliverables" includes specifications, drawings and any component element of the Works;
 - d) "Engineer" means a duly authorized representative of GOM who is also qualified and trained as a Civil Engineer. The Engineer or where a project manager is appointed for a particular project is responsible for total contract management and shall determine and enact measures to mitigate any risks to the project. The Engineer will hold direct communication with the Contractor and the Contractor shall adhere to such instructions given by the Engineer in the same way as if they were given by the Contract Administrator.
 - e) "Works" means the works to be executed in accordance with this agreement as described in the Specification drawings.
- 1.4. The **Contractor** is an independent contractor and shall not be considered in any respect as being an employee of **GOM**.
- 1.5. The **Contractor** shall supply its Montserrat Social Security number and verify the accuracy of the number as entered on all documentation connected with this agreement, and shall provide to **GOM** evidence of good standing with and observance of the requirements of the Social Security Board.
- 1.6. The representative of **GOM** for the administration of this agreement is the Permanent Secretary, Ministry of Communications and Works (hereinafter referred to as the Administrator). The Administrator shall have final authority for acceptance of the **Contractor's** performance, and if satisfactory shall initiate the process for approval of payment to the **Contractor**. No payment shall be made without such approval.
- 1.7. The **Contractor** shall provide the deliverables specified in column 1 of Schedule 2, within the timelines set out in Column 2 of Schedule 2, in return for the fees set out in column 3 of Schedule 2, under the terms and conditions outlined in Schedule 1.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date herein first mentioned.									
ВУ	ВҮ								
Beverley Mendes Permanent Secretary, Ministry of Communications and Works									
WITNESS	WITNESS								

2 Schedule 1 – Terms & Condition

- I. GOM may at any time by a written notice modify the deliverables described in Schedule 2 and promptly upon receipt of such modification the Contractor shall within 7 days either advise that the change will not affect its costs or cause a delay in providing the deliverables, or furnish a breakdown of estimated changes in costs or delay in the deliverables attributable thereto. Upon receipt of the breakdown by GOM any changes necessary to the other terms and conditions of the agreement shall promptly be negotiated by the parties and incorporated in an amendment to this contract. The Contractor's failure to advise of any such changes or delays shall constitute the Contractor's consent to the modification without adjustment to the other terms and conditions of this agreement.
- II. As full consideration for the services performed by the **CONTRACTOR** under the terms of this agreement the **GOM** will pay the fees as outlined in Schedule 2, payable against original invoices delivered to the **GOM** at its headquarters by the **CONTRACTOR**, provided that **GOM** may give notice of its intention not to pay such fee where:
 - a. The **CONTRACTOR** has failed to carry out services/provide the deliverables, or has defectively carried out services/provided deliverables required by this Agreement to be carried out and has not remedied such failure or defect within a reasonable time;
 - b. The **CONTRACTOR**, by act or omission has caused damage to personnel or property of the **GOM** or any third party;
 - c. there is a breach of any other provision of this Agreement; and upon giving such notice the **GOM** may withhold payment accordingly.
- III. The **GOM** shall have the right, at its expense, to have a representative of the **GOM** inspect such records and invoices of the **CONTRACTOR** as are necessary to verify the **CONTRACTOR**'s performance and all expenses submitted pursuant to this Agreement and the **CONTRACTOR** shall make such records and invoices available for inspection during normal business hours at the **GOM** Headquarters.
- IV. All records related to this Agreement at any time in the possession of the **CONTRACTOR** shall be retained for a period of one (1) year after the termination of this Agreement. Records relating to any claim arising out of the performance of this Agreement, or costs and expenses of this Agreement to which exception has been taken by the **GOM**, shall be retained by the **CONTRACTOR** until the claim has been resolved.
- V. The **CONTRACTOR** shall not remove any material, goods or equipment purchased by the **GOM** and furnished to the **CONTRACTOR** to facilitate the performance of its obligations under this contract without the prior written consent of the Administrator.
- VI. The **CONTRACTOR** shall not at any time during or after the term of this Agreement divulge or allow to be divulged to any person any information which comes into its possession by virtue of its performance of this Agreement, which relates to the business and affairs of the **GOM** except upon authorization by the **GOM**. The **CONTRACTOR** shall not seek to acquire any such information outside of the performance of its/his duties under this Agreement.
- VII. (a) The **Contractor** shall not assign or sub-contract any of its rights or duties under this Agreement without the prior written consent of the **GOM**, such consent not to be unreasonably withheld.
 - (b) The **Contractor** retains full and complete responsibility for every aspect of the Works and deliverables including any aspect which might be sub-contracted or assigned to another person under clause VII (a), including the duty to ensure that any such part of the Works or deliverables are completed in a good and workmanlike manner, with sound materials and in conformity in all respects with the drawings, elevations and specifications and at all times and in every respect in compliance with the Building Codes of Montserrat and all the applicable laws.
 - (c)The **Contractor** shall respond to any reasonable query from GOM regarding the quality and quantity of materials procured by him/it for use in the Works and deliverables and shall provide **GOM** with satisfactory

evidence of his/its compliance with the agreed specifications periodically/monthly/quarterly during the construction of the Works and within Seven days of completion.

- (d) The **Contractor** shall procure and supply all materials required and described in the priced Bill of Quantities, specifications, tender circular, addenda and contract drawings and shall ensure that those materials are used in construction of the Works and provision of the deliverables.
- VIII. The **Contractor** agrees to undertake and complete **All Works & Services** described in the Specifications, drawings, the RFP documents and all RFP circulars and addenda.
- IX. The **Contractor** and **GOM** agree that they will each have the respective obligations under this agreement as outlined in **Schedule3**.
 - (a) The **Contractor** agrees to indemnify, and keep the **GOM** indemnified, from and against any and all loss, damage, expense, liability, claim or proceedings (whether criminal or civil) suffered by **GOM's** agents, servants or third parties, including any legal fees and costs incurred, resulting from a breach of this Agreement by the **Contractor** and/or arising in connection with the performance of this agreement by the **Contractor** or arising out of or in the course of or caused by the carrying out of the Works:
 - i. in respect of personal injury to or death of any person; or
 - ii. in respect of any damage whatsoever to any property real or personal due to any negligence, omission and default of the Contractor.
 - (b) The **Contractor** agrees to indemnify **GOM** in respect of claims from anyone suffering damage to their equipment or property, or accidents suffered by their employees, agents or third parties, resulting from the **Contractor's** actions.
- X. The Contractor shall produce such evidence as GOM may reasonably require that the insurance referred to in the form of tender have been taken out and are in force from commencement of works until project completion.
- XI. The Contractor shall ensure that suitable systems for controlling traffic and pedestrian movements are discussed with the Traffic Commissioner and implemented during its operations to minimize any delays to road users.
- XII. (a) **GOM** will disburse each payment in respect of the deliverables only after receipt of certification issued by the Engineer that:
 - i. the respective phase of the Works or deliverable has been satisfactorily completed and complies with the drawings and building code;
 - ii. the value of the work completed at that stage corresponds to or exceeds the sums previously disbursed.
 - (b) **GOM** shall retain 5% of each payment up to a maximum of 3% of the contract sum and release the accumulated total retention to the **Contractor** at the end of the warranty period provided that all works and repairs have been executed to **GOM's** satisfaction.
- XIII. The parties agree that a warranty period of 6 months is part of the agreement, during which time the Contractor bears full responsibility for the execution of maintenance of the works and any repair or correction which becomes necessary due to the failure and incorrect performance of the Contractor.
- XIV. The **Contractor** shall notify **GOM** in writing of his/its completion of the Works. The Engineer shall certify the date when in his opinion, the Works have reached practical completion. This date shall be the date of commencement of the warranty period.
- XV. The **Contractor** shall pay to **GOM** a penalty of 1% of the contract price a day, for every day the completion of the Works is overdue.

- XVI. The parties agree that a dispute relating to the agreement shall be determined by a Mediator. Any party may request that a Mediator be appointed. The parties shall try to agree a single Mediator by whom the matter shall be determined. The Mediator once appointed shall specify a reasonable time and date for submissions, and information by each party. The parties shall cooperate with the Mediator and with such enquiries that he/she may deem necessary. No confidential information supplied to the Mediator shall be disclosed to any third party. The Mediator may set out his/her own procedure and be entitled to award financial damages or to order the performance or prohibition of any act as he/she deems fit. In the event agreement cannot be reached clause 23 condition of contract shall apply.
- XVII. a) The **Contractor** shall receive two complete originals of this agreement.
 - b) Subsequent to the commencement of the agreement, the **Contractor** shall receive a copy of all additions to and amendments to the Specifications or drawings.
- XVIII. (a) If, before the date for practical completion, the **Contractor** shall make a default in any one or more of the following respects:
 - i. Without reasonable cause he/it wholly or substantially suspends the carrying out of the Works, or
 - ii. He/it fails to proceed regularly or diligently with the Works, or
 - iii. He/it refuses or neglects to comply with a written notice/instruction given by the Engineer and by such refusal or neglect the works are materially and adversely affected The Engineer may give to the **Contractor** a notice specifying the default or defaults.
 - (b) If the **Contractor** continues with the default for 14 days from the issue of the notice under the agreement **GOM** may by a further notice to the **Contractor** terminate this agreement. Such termination shall take effect on the date of receipt of such further notice.
 - (c) **GOM** shall not issue a notice of termination unreasonably or vexatiously.
 - (d) The Engineer shall determine the amount due to the **Contractor** which shall include loss, damage or expenses incurred by **GOM** as a direct consequence of the termination. A final payment certificate will be prepared by the Engineer.
 - (e) If, before the date of practical completion, the carrying out of the whole or substantially the whole of the uncompleted works is suspended by reason of one or more of the events stated below for a period of three months or more
 - i. Force majeure, or
 - ii. The Engineer's instruction

the **Contractor** or **GOM** may upon expiry of the period of the suspension give notice to the other party that unless suspension is terminated within 7days after the receipt of such notice, **GOM** shall pay to the **Contractor** the total value of the Works properly executed at the date of termination of this agreement, such value ascertained in accordance with the conditions as if the agreement had not been terminated.

- (f) A party shall not issue a notice of termination unreasonably or vexatiously.
- XIX. The Engineer may issue instructions on behalf of **GOM**, with regard to the postponement of any or all the Works to be executed under this contract.
- XX. The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement. No waiver of any default or non-performance by any party shall be considered a waiver of any subsequent default or non-performance.

- XXI. This Agreement supersedes any prior Agreement between the parties whether written or oral relating to the subject matter hereof, but without prejudice to any rights which have already accrued to either of the parties.
- XXII. This Agreement shall be governed by the laws of Montserrat in every particular and shall be deemed to be made in Montserrat.
- XXIII. (a) Both parties shall be released from their respective obligations in the event of national emergency, natural disaster, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this Agreement impossible whereupon all money due under this Agreement shall be paid immediately.
 - (b) A party that is delayed in meeting or that fails to perform its obligation under this agreement because of Force Majeure, shall have no liability to the other for such delay or failure to perform. Both parties shall use reasonable endeavours to mitigate as far as possible, the effects of the Force Majeure event.
 - (c) If one party is prevented from or delayed in performing its obligations under this agreement as a result of Force Majeure, the other party shall be released to the equivalent extent from its obligation in relation to that particular Force Majeure event.
- XXIV. The provisions relating to confidentiality, indemnities and limitation of liability shall survive any completion, rescission, expiration or termination of this agreement. In addition, all rights and restrictions relating to any perpetual licenses and all payment terms relating to any outstanding payments shall survive.
- XXV. Any notice or other document required to be given under this agreement or any communication between the parties with respect to any of the provisions of this Agreement shall be in writing and may be sent by electronic mail to the correct email address, facsimile transmission to the correct number, post or hand delivery to the last known business address of the party upon whom it is being served. Notice shall be deemed to have been effected within 24 hours of the date of sending of the notice when sent by electronic mail or facsimile transmission, within 72 hours of the date of posting of the notice when sent by post and upon delivery when hand delivered.
 - (a) A notice shall be delivered as follows:
 - i. if to **GOM**, to:

Beverley Mendes
Permanent Secretary
Ministry of Communications Works & Labour
Government Headquarters
Brades
Montserrat
Fair (CCA) 404, CCEO

Fax: (664) 491-6659 Email: <u>mcw@gov.ms</u>

ii. if to the **Contractor**, to:

Address																										
Addiess	 	• •	• •	• •	•	• •	• •	•	• •	• •	•	• •	• •	•	• •	٠	• •	•	•	•	•	•	• •	• •	•	٠
Email:																										

iii. In proving the giving of a notice it shall be sufficient to prove respectively that the notice was left at the relevant party's address or that the envelope containing the notice was properly addressed and dispatched or dispatch of any electronic transmission used was confirmed

3 Schedule 2 – Deliverables & Fees

The Contractor will provide the services/deliverables described in column 1 within the timelines indicated in column 2 in return for the fees in column 3:

SERVICES/ DELIVERABLES	TIMELINES	FEES

4 Schedule 3 - Obligations

Obligations of each party under this agreement

CONTRACTOR'S OBLIGATION	GoM's OBLIGATIONS

5 Schedule 4 – Proposed Payment Schedule

AMOUNT	PERIOD

6 Schedule 5 - Other Documents List

List of all documents under the Contract

Part F

PART F - General Conditions of Contract

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1 Definitions

- The "Contract" means these General Conditions together with the Specification drawings and includes the contract agreement
- b) The "Employer" means the Government of Montserrat
- c) The "Engineer" means a duly authorized representative of the Employer
- d) The "Contractor" means the company appointed to carry out the works
- e) The "Colony" means the colony of Montserrat
- f) The "Site" means the lands and/or other places on under or through which Works are to be carried out
- g) The "Works" means the works to be executed in accordance with this Contract as described in the Specification
- h) The "Language" of the Contract shall be English
- i) The "Law" applicable to the Contract, shall be the Laws of Montserrat
- j) The "Supervising Officer" means the Permanent Secretary or the Accounting Officer for a particular Government Entity.

2 Contract Document - Priority

- 1. Contract Agreement
- 2. The Drawings
- 3. Specifications
- 4. Conditions of Contract
- 5. Any other document forming part of the Contract

3 Extent of Contract

3.1 The Contract comprises of the construction and completion of all Works described in the Specifications, Drawings and Bill of Quantities and to supply all necessary labour, plant and temporary works to complete the described works together with such materials as are required by the Specifications.

4 Power to Vary or Omit

- a) The Employer reserves the right to vary from time to time during the progress of the works, the Specifications or Drawings and shall in writing, notify the Contractor of such variation. If the instructions are given orally, they shall, within two (2) days be confirmed in writing by the Engineer, in the event of any such variation involving an alteration in the cost, or in the period required for completion an agreed revision of contract price and/or time of completion may be made, any such alterations should be deemed part of the Contract.
- b) No variation, alteration or addition to the work indicated in the Specification and/or Drawing shall be made unless the written instruction of the employer has been obtained.

5 Assignment of Contract

5.1 The Contractor shall remain responsible to the Employer for workmanship and manner of workmanship defaults and neglects of any sub-contractor or agent or workman employed by him.

6 Supply Materials

6.1 The Contractor shall within the agreed contract price, supply such materials as required and detailed by the Specifications.

7 Setting Out

7.1 The Contractor shall be responsible for setting out of the work.

8 Workmanship

- 8.1 The Contractor shall at all times carry out his/her works in accordance with the laws of the Colony.
- 8.2 The Employer may from time during the course of the Contract inspect any completed or part-completed work of the Contractor. If the Employer is not satisfied with such work, he in writing, inform the Contractor of his/her dissatisfaction.
- 8.3 Notwithstanding any such progress inspection by the Employer the Contractor shall at all times carry out the Contract in a workman-like manner. On completion of the works, the Contractor shall satisfy the Employer as to the quality and fitness of the work.

9 Removal of Debris

9.1 The Contractor shall remove all debris caused by their work from time to time as it accumulates and shall leave the site clean on completion of the Contracted Works.

10 Supervision of Works and Skilled Workmen

- a) The Contractor shall provide all necessary superintendence during the execution of the works.
- b) The Contractor shall employ in and about the execution of the Works only such persons who are carefully skilled and experienced in their several trades.
- c) The Supervising Officer may (but not unreasonably or vexatiously) issue instructions requiring the exclusion from the Works of any person employed thereon.

11 Contractor's Plant

11.1 The Contractor shall provide at their own cost all tools, and other plant necessary for the purpose of carrying out the specified Work in an organized and expeditious manner.

12 Payment Fees

12.1 The Contractor shall be responsible for the payment of all fees necessary for the completion of the Contract required by a Statutory Authority within or without Colony.

13 Safety

- a) The Contractor is responsible for the safety of all persons employed by him. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety procedures, safety precautions and safety programs in connection with the performance of the contract.
- b) He shall in no way carry out any work that could be seen to endanger the life of any of his/her employees or of any member of the general public, including any other employee of the employer.

14 Injury to or death of a person

14.1 The Contractor shall be liable for and shall, indemnify the Employer against any expense, liability, loss, claim or proceedings whatsoever arising under any statute or at Common Law in respect of personal injury to or death of any person whomsoever arising out of or in the course of or caused by the carrying out of the Works.

15 Damage to Property

15.1 The Contractor shall be liable for and indemnify the Employer against any expense, liability, loss, claim or proceedings in respect of any damage whatsoever to any property real or personal insofar as such damage arises out of or in the course of or by reason of the carrying out of the Works and is due to any negligence, omission and default of the Contractor.

16 Evidence of Insurance

16.1 The Contractor shall produce such evidence as the Employer may reasonably require that the insurance referred to herein have been taken out and are in force at all material times until contract completion.

17 Traffic Control

17.1 Due to the nature of the Works it will be the responsibility of the Contractor to ensure that a system of traffic control for the delivery of materials and equipment is in operation, including no vehicular access, if necessary.

18 Payment to the Contractor

18.1 Payment to the Contractor will be made after the issue of an Engineer's certificate based on the amount of work completed to date. A **retention of 5%** will be held from the value of each payment certificate up to a **maximum of 3%** of the contract sum. Such retention money will be released at the end of the warranty period provided that all works and repairs have been executed to the satisfaction of the Employer.

19 Warranty Period

19.1 A warranty period of 12 months is part of the Contract agreement, during which time the Contractor bears the full responsibility for the execution of maintenance of the works and any repairs or correction which might become necessary to any part of the works due to the failure and incorrect performance of the Contractor.

20 Hand Over Completed Works

20.1 The Contractor shall notify the Employer in **writing** of his/her completion of the contracted Works. The said work shall be subject to the satisfaction of the employer and the statutory body having jurisdiction that all the works is completed and in good order. The Supervising Officer shall certify the date when in his/her opinion, the works have reached practical completion. This date shall be the date of commencement of the **warranty period**.

21 Failure to Meet Completion Date

21.1 Should the contractor fail to complete the contracted works within the agreed time he shall be subject to a fine of 1% of the contract price a day, for every day the completion is overdue.

22 Matters not Contained in the Contract

22.1 Any matter not explicitly provided for within this Contract shall be in the matter of a separate agreement between the Employer and Contractor. Any such agreement shall be part of his/her Contract.

23 Matter of Disagreement

23.1 If a dispute arises under this Contract, the parties agree that they would first exhaust the provisions outlined in sections 46, 47 and 48 of the Public Finance (Management and Accountability) Procurement regulations 2012. If the parties fail to come to an amicable resolution through the provisions outlined above, then the dispute shall be settled with the help of a mutually agreed-upon mediator in Montserrat. The parties shall share any costs and fees excluding individual attorney fees associated with the mediation process.

24 Contract Documents

- a) The Contractor shall receive two complete copies of Contract Documents
- b) Subsequent to the commencement of the Contract, the Contractor shall receive a copy of all additions to and amendments to the Specifications or drawings.

25 Determination of the Contract

- 25.1 Default by the Contractor If, before the date for practical completion, the Contractor shall make a default in any one or more of the following respects:
 - a) Without reasonable cause he wholly or substantially suspends the carrying out of the works, or
 - b) He/she fails to proceed regularly or diligently with the works, or
 - He/she refuses or neglects to comply with a written instruction given by the Engineer and by such refusal
 or neglect the works are materially affected

The Engineer may give to the Contractor a notice specifying the default or defaults. If the Contractor continues with the default for 14 days from the issue of the notice under the contract the Employer may by a further notice to the Contractor determine the employment of the Contractor under this Contract. Such determination shall take effect on the date of receipt of such further notice.

A notice of determination shall not be given unreasonably or vexatiously.

25.2 Consequences of determination under clause 25.1.

The Engineer shall determine the amount due to the Contractor which shall include loss, damage or expenses incurred by the Employer as a direct consequence of the determination. A final payment certificate will be prepared accordingly.

Default by the Employer

- a) If the Employer does not pay by the final date for payment the amount properly due to the contractor in respect of any certificate and/or any VAT properly chargeable on that amount; or
- b) Interferes with or obstructs the issue of any certificate due under this contract; or
- c) If before practical completion of the Works, the carrying out of the whole or substantially the whole of the uncompleted Works is suspended for a continuous period of one month or more by reason of:
- d) Engineer/Contract Administrator's instructions and/or;
- e) Any impediment, prevention or default, whether by act or omission, by the Employer, The Engineer/Contract Administrator or any person for whom the employer is responsible.
- f) (but in either case excluding such instructions, then, unless in either case that is caused by the negligence or default of the Contractor or his Employees, Agents or sub-contractors, the Contractor may give to the Employer a notice of specifying the event or events (the specified suspension event or events')
- g) If a specified default or a specified suspension event continues for 7 days from the receipt of notice, the Contractor may on, or within 10 days from, the expiry of that 7-day period by a further notice to the Employer terminate the Contractor's Employment under this Contract.
- 25.3 Determination by the Contractor or Employer If, before the date of practical completion, the carrying out of the whole or substantially the whole of the uncompleted works is suspended by reason of one or more of the events stated below for a period of three months or more
 - a) Force majeure, or
 - b) The Engineer's instruction

Then the Contractor or the Employer may upon expiry of the period of the suspension gives notice in writing to the other that unless suspension is terminated within 7 days after the receipt of such notice.

The Employer shall pay to the Contractor, the total value of the work properly executed at the date of determination of the employment of the Contractor, such value ascertained in accordance with the conditions as if the employment of the Contractor had not been determined.

A notice of determination shall not be given unreasonably or vexatiously.

26 Suspension of The Uncompleted Works

26.1 The Engineer may issue instructions in regard the postponement of any or all of the works to be executed under this contract.

27 Contractor Performance Report

- a) It is a requirement of the Client for the Engineer to assess the performance of the Contractor upon completion of the agreed works. The assessment will be based on the following criteria;
 - i. The project deliverables achieved,
 - ii. Organization & management of works,
 - iii. Quality of work provided,
 - iv. Health & Safety plan implementation,
 - v. Management of Finances & budget,
 - vi. Technical performance & adherence to specifications,
 - vii. Completion time and scheduling.
- b) The assessment has an overall maximum score of 1 and the following are the ratings that can be achieved;

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1.00 - 0.75 = Very Good Performance
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0.74 - 0.50 = Good Performance

0.49 - 0.25 = Poor Performance

0.24 - 0.10 = Very Poor Performance

- c) If Contractor has attained an overall score less than 0.50 at the end of the contract performance reporting period, the Contractor will be subjected to sanctions by procuring entities.
- d) Once a contractor has attained a first score of less than 0.50 which indicated poor performance, he/she will be sanctioned and is allowed to bid on projects that has an estimated value EC\$50,000 or less. This sanction will be implemented for 12 months.
- e) If the Contractor has a second score on another project less than 0.50, the Contractor will be suspended from being eligible to bid on any project regardless of the value. This suspension and sanctions will run for 1 year.
- f) After a 1-year suspension or sanction, the Contractor will be allowed to bid only on contracts valued at EC\$ 50,000 or less. If on this occasion the Contractor's score is 0.75 or greater only then will he be allowed to bid on contracts valued above EC\$50,000. If his score is less than 0.75 but is equal to or greater than 0.5, he will only be allowed to bid contracts valued at \$50,000 or less until he can achieve a higher score.

PART G

Part G

PART G - Specification

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PART G

1 General

1.1 Standards listed by reference form a part of this specification section. Standards listed are identified by issuing authority, abbreviation, designation number, title or other designation. Standards subsequently referenced in this Section are referred to by issuing authority abbreviation and standard designation. Typical standards such as ASTM and BS are acceptable; where the Bidder has a variation from the specified standard these variations should be communicated in their submitted Bids. Roofing Contractor shall coordinate roofing installation with related work required by other associated trades.

2 Architectural Design Consideration

2.1 The aesthetics of the new roofing system needs not conform to the established architectural style of the existing facility but should be harmonious and aesthetically pleasing. The structural, electrical, and mechanical components must be coordinated to achieve a facility that meets the operational criteria and requirements set forth by an established international standard body for that facility. The interior and exterior design should remain functional; all designs shall meet the requirements of the local authorities.

3 Safety Requirements

3.5 **General Safety:** The final design and works executed shall include all features to comply with the established building and safety codes and regulations and applicable OSHA standards. Particular attention shall be given to safety features such as head clearances, ladders, access, mechanical and electrical equipment guards, hazardous energy source lockout, and other safety considerations.

4 Submittals

- 4.1 General: Provide submittals in accordance with the Conditions of the Contract.
- 4.2 Product Data: Submit product data sheet(s) for specified metal roofing panel products.
- 4.3 Shop Drawings: Submit shop drawings showing roof panel profile(s), gauge(s), layout and system components, including anchorage, trim and accessories.
- 4.4 Samples: Submit two sample colour chips for final selection and verification of finishes, colours and textures.

5 Quality Assurance

- 5.1 Contractor should comply with metal roofing manufacturer's Installation Guide applicable for the specified roofing system. Upon completion of the roofing installation, Contractor shall provide a final inspection by a technical representative to confirm that the installation appears to be installed in accordance with manufacturer's requirements.
- 5.2 The proposed Manufacturer shall have a minimum of five years experience manufacturing metal roofing systems. This is to ensure that the procured product is of a consistent and acceptable standard that has been tested and proven for more than two years.
- 5.3 The contractor shall be an experience installer of metal roofs having completed at least 2 jobs of a similar nature. The contract shall posses all the relevant skill personnel inclusive of supervisory foreman to execute field installations and inspections.
- 5.4 Pre-Construction meeting should be conducted prior to the start of the roofing installation to finalize any outstanding issues, questions or details regarding the installation of the roof. A representative for the building owner, architect, general contractor, roofing contractor and manufacturer shall be in attendance

6 Roof System Performance

6.1 The roof system shall take into consideration all loading factors associated with the facility and the surrounding environment. A factor of safety of 1.5 or greater should be considered when designing for live loads, dead loads, etc.

PART G

- 6.2 Roofing system shall be designed to resist wind uplift and shall consider extreme wind conditions such as a CAT 5 Hurricane. Roofing system that have been tested for wind resistance should be accompanied with the relevant testing certificates to authenticate findings.
- 6.3 Tests should be conducted to ensure no uncontrolled water penetration through joints.
- 6.4 Roof panel finish shall take into consideration the surrounding environment and make provisions to resist corrosion, humidity, marine salt spray, volcanic material, etc. This is to ensure high performance of the panels and provide a longer life span.

7 Delivery, Storage & Handling

- 7.1 Materials are to be delivered in manufacturer's original, unopened, undamaged containers with identification labels intact. Contractor shall provide suitable equipment to unload materials without damage. Crates are to remain intact during handling and storage until such time materials are to be installed. Follow manufacturer recommendations regarding the proper handling of crates. Spreader bars and nylon slings may be used with proper design and precautions.
- 7.2 Materials are to be stored in a dry, well-ventilated, above-ground location if they are not to be used immediately. Any moisture formed on the panels is to be wiped dry and allowed to dry completely. Stack prefinished material to prevent twisting, bending, abrasion, scratching and denting. Elevate one end of each pallet or skid to allow for moisture runoff.

8 Installation

- 8.1 Install metal roof in accordance with manufacturer's installation manual, recommendations and shop drawings.
- 8.2 Install metal roofing system so that it is without waves, warps, buckling, fastener stress, or distortion.
- 8.3 Install metal roof to allow for expansion and contraction.
- 8.4 Align metal roofing panels plumb and straight with parallel seams as indicated on shop drawings.
- 8.5 Verify that all joints are sealed with appropriate type sealant in accordance with manufacturer recommendations.
- 8.6 Provide concealed fasteners in all sidelap joints and in other locations where possible.
- 8.7 Install trim using concealed fasteners where possible.
- 8.8 Roofing contractor shall coordinate installation details and attachment of roof curbs, equipment supports or other such ancillary items such that they meet all metal roofing manufacturer requirements.

9 Warranty

- 9.1 The following metal roofing manufacturer's warranties shall be furnished and shall commence on the Date of Substantial Completion.
 - a) Galvalume Warranty Covering the base metal against rupture, structural failure and perforation due to normal atmospheric corrosion exposure for a period of 30 years as stated in the warranty.
 - b) Paint Warranty Covering the metal panel finish against cracking, checking, blistering, peeling, flaking, chipping, chalking and fading for a period of 30 years as stated in the warranty.
 - Weather tight Warranty Covering the weather tightness performance of the metal roof for a period of 15 years.

10 Detailed Specification

10.1 Please review the detailed specification provided in the Appendix section of this document.

PART H

PART H

PART H - BIDDERS RESPONSE

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PART H

1 RFP Document Checklist

Project Title: RFP Ferry Terminal Expansion & Warehouse Roof Repair Project - Roof Repair Works

Date scheme advertised: *Friday 27th October 2017*Tender Deadline Date: *Wednesday 8th November 2017*

Tender Deadline Time: 2:00pm

Below are the following documents that should be provided for a contractor's bid to be valid. Bidders are asked to supply and tick off the following information. Failure to provide any of the stated documents will result in the bid being considered non-compliant and rejected.

The below documents should be presented with their bid to ensure that	their bid is valid.	
Signed Form of Tender (Including time for completion and notice per	riod)	
Completed RFP Bidders Response Template		
Tax Compliance Certificate (If locally registered)		
Signed Anti-Collusion Statement		
Bidders Company Details		
Program of Works (Gantt Charts)		
Complete Method Statement		
Bidders Authorized Signature	Date	•

PART H

2 Form of Tender

The Chairperson
Public Procurement Board
Ministry of Finance and Economic Management
Government Headquarters
Brades
Montserrat

Dear Sir/Madam;

Re: RFP Ferry Terminal Expansion & Warehouse Roof Repair Project - Roof Repair Works

I/We the undersigned undertake to construct and complete the above Works in accordance with the General Conditions of Contract, Specifications and Drawings for the sum of:

EC\$
(words)
If my/our tender is accepted, I/We undertake to commence the Works within days from the date of receipt by me/us of the official order and complete the works within days from the date of receipt by me/us of the official order. I/We understand I/We shall not be reimbursed for any cost that may have been incurred in compiling this tender. I/We confirm this tender shall remain valid for a period of 90 days from the date of submission of this tender.
Name
Signed
Name of firm (If Applicable)
Address
Tel. nr
Fax nr
Email Address

Tender Submission Ant-Collusion Certificate 3

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

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

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

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

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

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

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

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

SIGNATURE	IN CAPACITY OF
DATE	2017
DULY AUTHORISED TO SIGN TENDERS AI CERTIFICATE FOR AND ON BEHALF OF:	ND ACKNOWLEDGE THE CONTENTS OF THE ANTI-COLLUSION
NAME OF FIRM	
FULL POSTAL ADDRESS	
CONTACT NO	

4 Bill Of Quantities

	Sill Of Qualitities				
ITEM NOS.	DESCRIPTION OF WORKS	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1.0	PRELIMINARIES				
1.1	Allow for mobilization on site for the commencement of the work inclusive of all utilities and all necessary accommodations to commence works. Make provision also for demobilization off site at the completion of works.	1	L.Sum		
1.2	Employee Insurance is required to minimize the Contractor & GoM liability for incidents and or accidents that may occur on the job. These liabilities should cover but not limited to workers, material and other property on site.	1	L.Sum		
1.3	In accordance with the labour regulations, the works shall be carried out in item a manner that is safe to all employees on site and to the general public. Hence employees shall be attired with high visibility vest, hard hats and enclosed footwear. Provision shall also be made for employees to wear safety goggles where necessary.	1	L.Sum		
1.4	Provide waterproof covering to areas of roof exposed during works. Scheduled protection will be accepted based on acceptable programming and timeframes.	1	L.Sum		
1.5	Ensure windows, doors, internal and external finishes are protected from damage during the repair works, with plastic sheeting, dust sheets and plywood protection as necessary. Contractor to provide details and costs of protection.	1	L.Sum		
2.0	REMOVAL OF EXISTING ROOF				
2.1	Removal of existing roof inclusive of all roof finishes, fasteners etc. Cart all debris off-site and dispose of refuse in an legal and environmentally friendly manner. Include for all labour, equipment and trucking required to complete task.	10,550	Sq Ft		
3.0	ANTI-RUST TREATMENT				
3.1	Supply of tools, materials, labours, equipment, machineries and everything else required for proper execution of anti-rust treatment to	1	L.Sum		

ITEM NOS.	DESCRIPTION OF WORKS	QTY	UNIT	UNIT PRICE	TOTAL PRICE
	structural members that have evidence of corrosion. Treatment should include but not limited to chipping of rust, cleaning and painted rust treatment.				
4.0	ROOF COVERING				
4.1	Supply & install corrugated roof sheeting as detailed in the provided drawings and in accordance with the tender specification. Make provision for all labour, equipment and materials (i.e. fasteners, etc.) required to complete this task. All works should also take into account the required laps for all sheeting on each respective side.	10,550	Sq Ft		
5.0	RIDGE CAP				
5.1	Supply & install; including all labour, equipment & material for: A ridge cap suitable for corrugated roof sheeting. Also make provision for any waterproofing sealant that made be required to eliminate water intrusion during rainy weather. All works must be completed in accordance with the provided drawings and the general specification.	115	Ft		
6.0	ROOF DRAINAGE & WATER HARVESTING				
6.1	Supply & install; including all labour, equipment & material for water harvesting drainage system. Also make provision for any waterproofing sealant that may be required. All works must be completed in accordance with the provided drawings and the general specification.	416	Ft		
6.2	Repair and or replace any flashing that may be required to complete the roofing system. All works should be in accordance to the drawings provided and the detailed specifications.	30	Ft		
			тоти	AL COST (EC\$)	

5 Project Experience

5.1 Please list at least 2 projects successfully completed in the last 10years that is of a similar nature.

NO	PROJECT DESCRIPTION	CLIENT	PROJECT VALUE (US\$)	PROJECT DURATION (MM/YR)		
				START	END	
1						
2						
3						
4						
5						

PART I

Part I

PART I – Appendix

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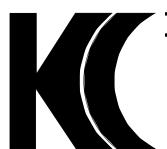
1 Appendix A – Detailed Drawings

The Montserrat Port Authority Ferry Terminal Expansion & Roof Replacement Project



Montserrat Port Authority - Warehouse Repairs - MPA - 1 Little Bay,

A Government of Montserrat Project

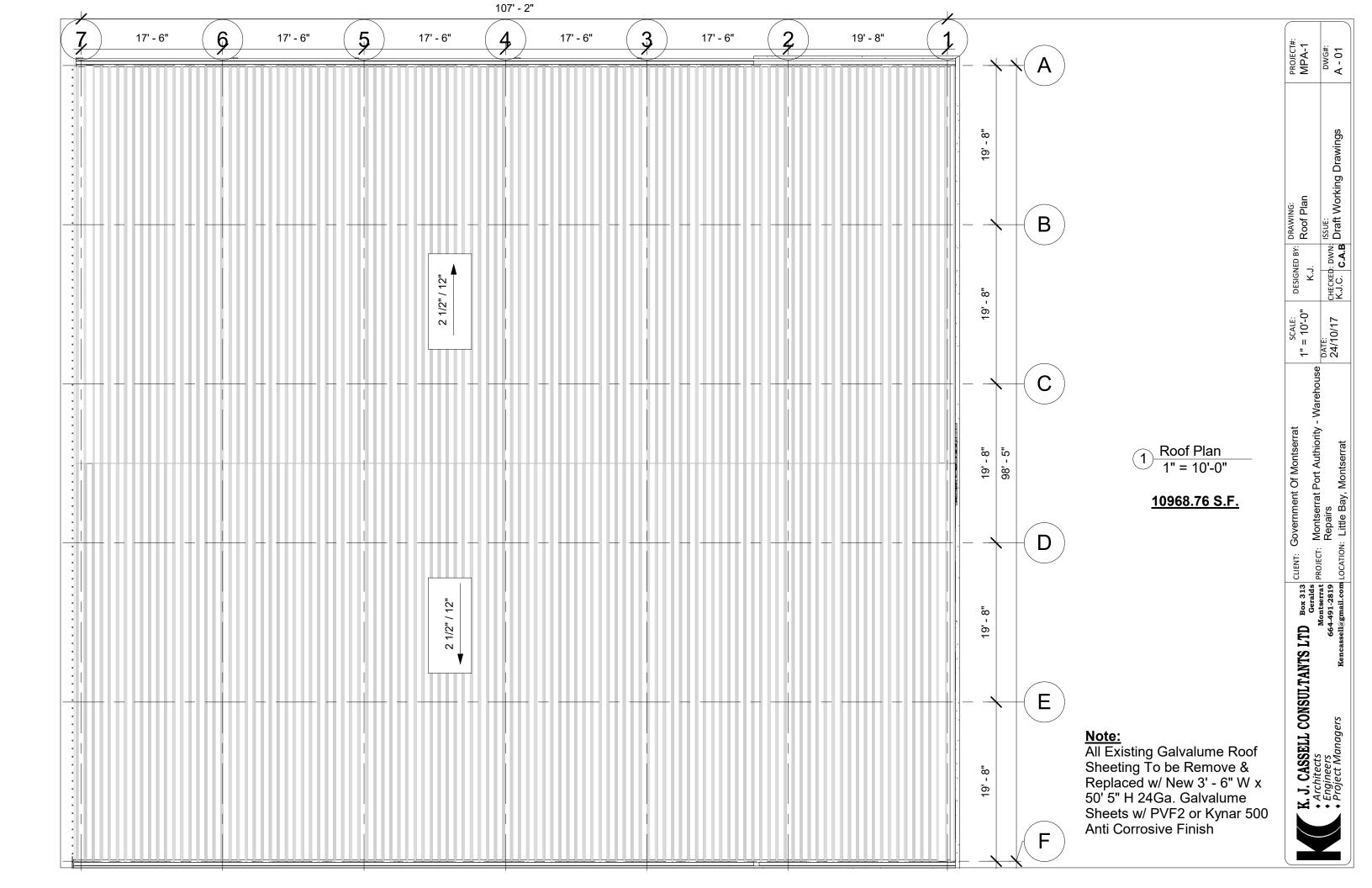


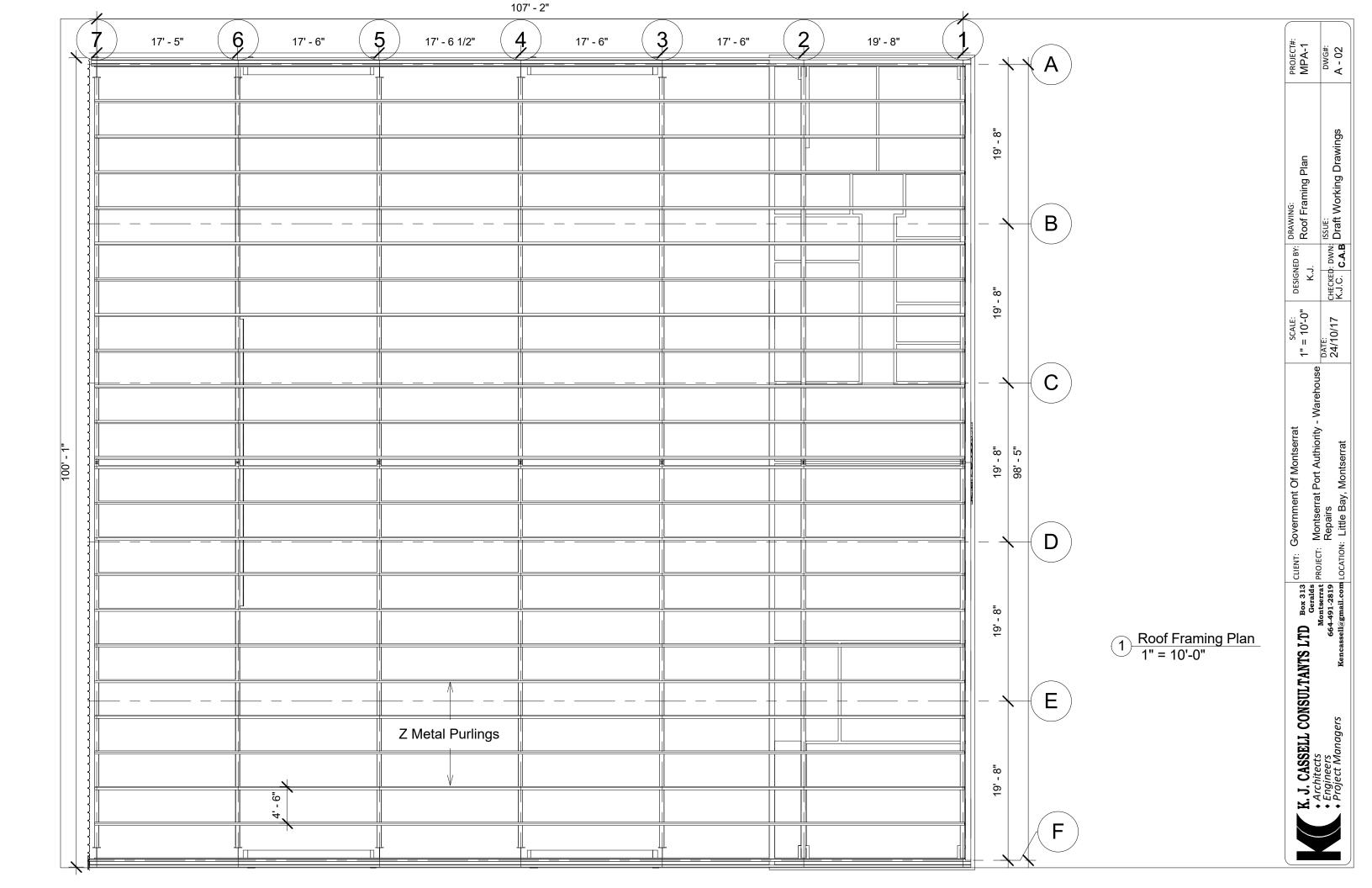
K. J. CASSELL CONSULTANTS LTD.

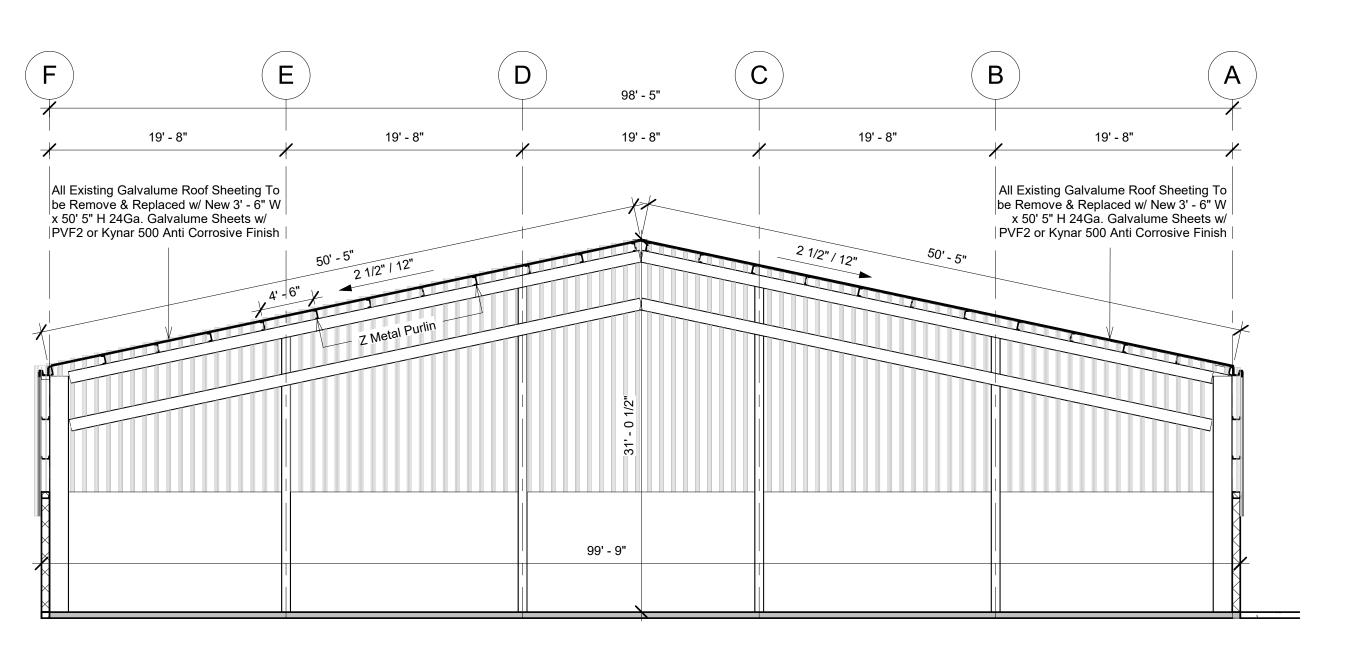
- Architects
- ♦ Engineers
- Project Managers

Box 313 Geralds Montserrat 664-492-2819

kencassell@gmail.co

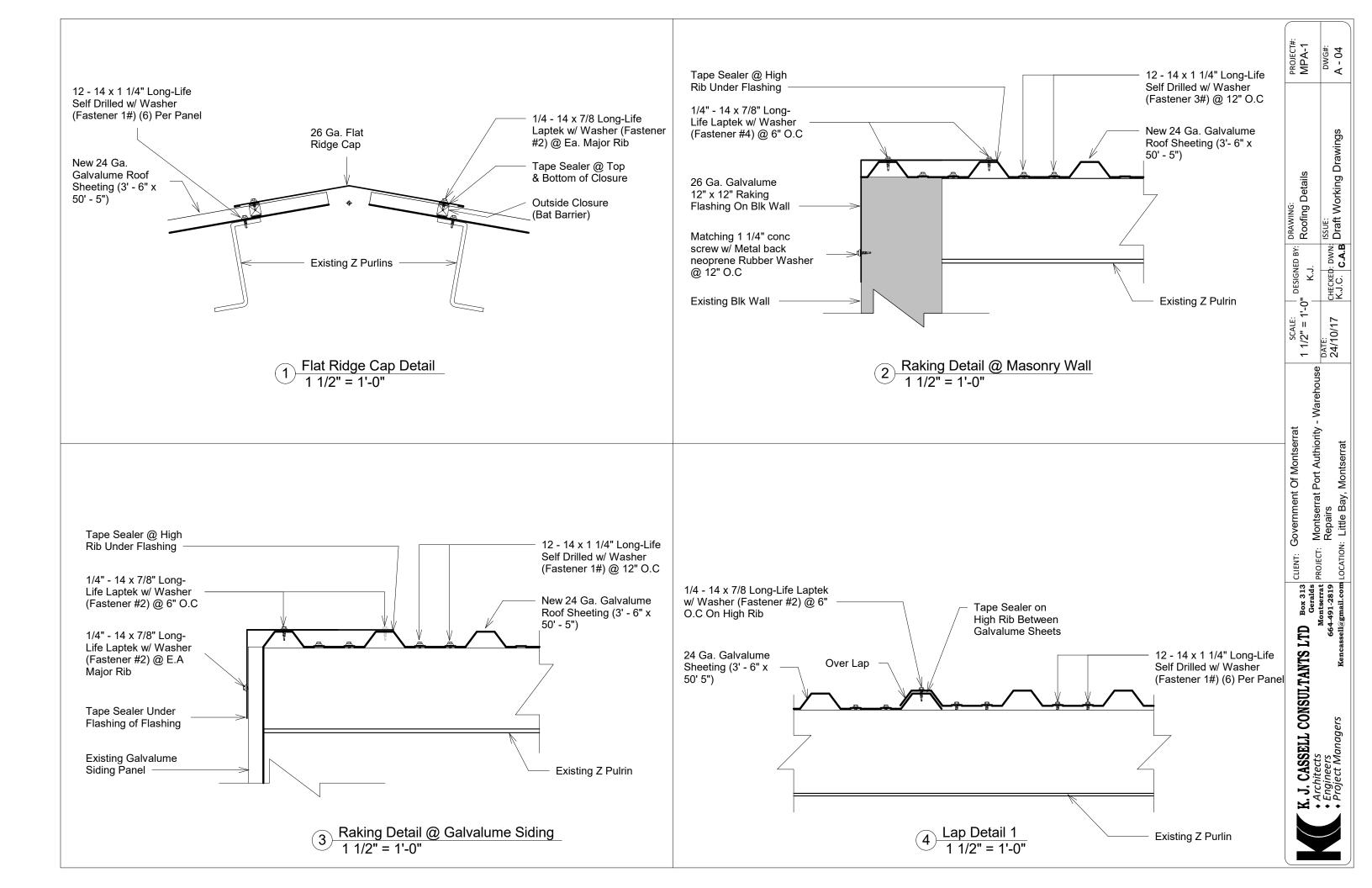


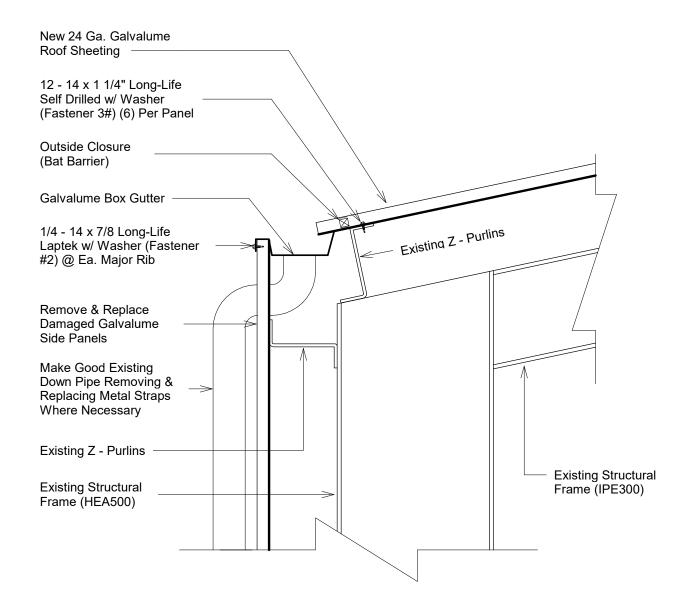




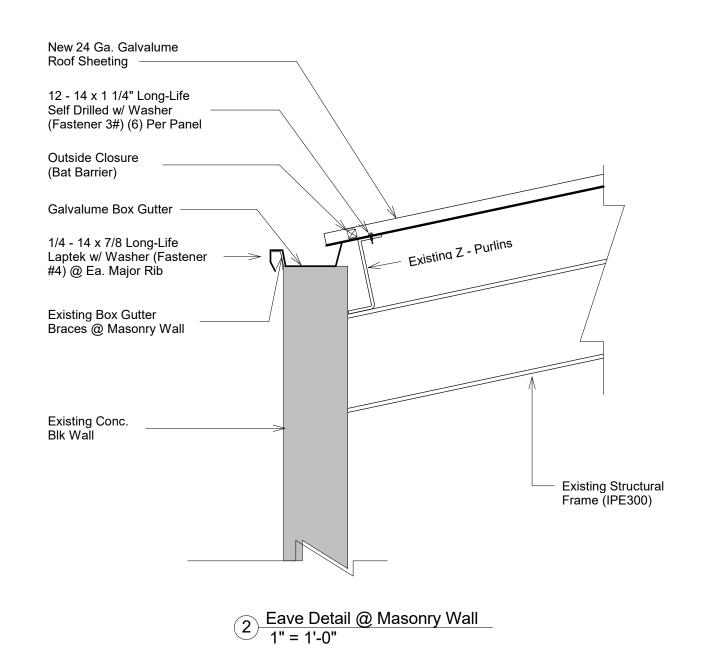
1 Section 1 1/8" = 1'-0"

PROJECT#:	DWG#: A - 03
DESIGNED BY: Section K.J.	17 CHECKED: DWN: ISSUE: K.J.C. C.A.B Draft Working Drawings
DESIGNED BY K.J.	CHECKED: DWN K.J.C. C.A.I
S	DATE: 24/10/17
CLIENT: Government Of Montserrat	Repairs Location: Little Bay, Montserrat
K. J. CASSELL CONSULTANTS LTD Box 313 Architects Architects	6 INGGETS Kencasse





1 Eave Detail @ Galvalume Siding
1" = 1'-0"



PROJECT#: MPA-1

DRAWING: Roof Details

DESIGNED BY: K.J.

SCALE: 1" = 1'-0"

Government Of Montserrat

DWG#:

CHECKED: DWN; ISSUE:
K.J.C. C.A.B Draft Working Drawings

DATE: 24/10/17

PROJECT: Montserrat Port Authiority - Warehouse Repairs
LOCATION: Little Bay, Montserrat

PROJECT: CLIENT:

K. J. CASSELL CONSULTANTS LTD

• Architects
• Engineers
• Project Managers
Kencassel®



2 Appendix B – Detailed Specifications

Berridge R-Panel

Prefinished or Acrylic Coated Galvalume® wall, soffit, fascia, mansard, liner or equipment screen panel

- Available in 24 & 22 gauge steel & 0.032 aluminum
- Wide, economical 36" coverage
- **Vertical & horizontal applications**
- Open framing or solid sheathing
- Class 4 hail resistance tested
- UL 90 & fire resistance listed
- **UL 580/UL 1897 tested**
- Florida Product Approval

Unless otherwise noted, all testing is for steel only



SPECIFICATIONS

(Complete specifications available at www.berridge.com)

PRODUCT:

Furnish and install Berridge "R" Panel as manufactured by Berridge Manufacturing Company, San Antonio, Texas.

MANUFACTURE:

Panels shall be roll formed in continuous lengths (maximum 40'). Where required, panel to bear Underwriter's Laboratory Label UL 90, pursuant to Construction Numbers 30, 79, and 161.

MATERIAL, FINISH AND CONSTRUCTION DETAILS

(See web site: www.berridge.com)

1½" <u>*</u>	36" Coverage (914 mm) → 1" (25 mm)
(32 mm) A	4" 4" 4" 12" (305 mm) 3% 4" 4" 4" 4" 4" 4" 4" 4

SECTION PROPERTIES BASED ON 24 GAUGE 40 K.S.I.							
"R" PANEL	I _x (in⁴/ft)	S _x (in³/ft)	M _A (in-kip/ft)				
Positive Bending	0.0554	0.0575	1.380				
Negative Bending	0.0536	0.0567	1.360				

	RECOMMENDED LOAD IN LBS/FT ² PANEL WT = 1.3 p.s.f											
	NET VERTICAL DEAD + LIVE LOAD					NET VERTICAL WIND UPLIFT						
SPAN	1-SP/	λN	2-SPA	۸N	3-SPA	۸N	1-SP	AN	2-SPA	١N	3-SP/	AΝ
(FT)	STRESS	DEFL L/240	STRESS	DEFL L/240	STRESS	DEFL L/240	STRESS	DEFL L/240	STRESS	DEFL L/240	STRESS	DEFL L/240
3'	101	134	99	319	116	250	102	130	103	319	120	250
4'	56	57	55	134	65	105	58	55	59	134	68	105
5'	36	29	35	69	41	54	37	28	38	69	44	54

NOTES

- The panel weight has been deducted from the allowable stress values.
- 2. The properties and load tables are for the panel alone.
- 3. The panel section properties have been calculated in accordance with 2007 AISI Specification.

Berridge M-Panel

Prefinished or Acrylic Coated Galvalume® wall, soffit, fascia, mansard, liner or equipment screen panel

- Available in 24 & 22 gauge steel & 0.032 aluminum
- Wide, economical 36" coverage
- **Vertical & horizontal applications**
- Open framing or solid sheathing
- Class 4 hail resistance tested
- UL 90 tested & UL fire resistance listed
- Florida Product Approval

Unless otherwise noted, all testing is for steel only



SPECIFICATIONS

(Complete specifications available at www.berridge.com)

PRODUCT: Furnish and install Berridge "M" Panel as manufactured by Berridge Manufacturing Company, San Antonio, Texas

Panels shall be roll formed in continuous lengths (maximum 40'). Where required, panel to bear Underwriter's Laboratory Label UL 90, pursuant to Construction Number 39.

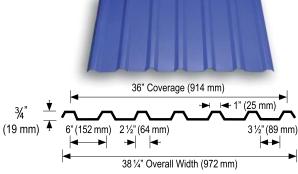
MATERIAL, FINISH AND CONSTRUCTION DETAILS

(See web site: www.berridge.com)



Berridge Manufacturing Company

6515 Fratt Road San Antonio, Texas 78218 (800) 669-0009 · www.berridge.com



SECTION PROPERTIES BASED ON 24 GAUGE 40 K.S.I.						
"M" PANEL	I _x (in⁴/ft)	S _x (in³/ft)	M _A (in-kip/ft)			
Positive Bending	0.0279	0.0537	1.290			
Negative Bending	0.0228	0.0494	1.180			

	RECOMMENDED LOAD IN LBS/FT ² PANEL WT = 1.3 p.s.f											
	NE	ET VER	TICAL DE	AD + L	IVE LOAD		NET VERTICAL WIND UPLIFT					
SPAN	1-SP	AN	2-SP/	AN .	3-SP/	AN	1-SP	AN	2-SP/	λN	3-SP	AN
(FT)	STRESS	DEFL L/240	STRESS	DEFL L/240	STRESS	DEFL L/240	STRESS	DEFL L/240	STRESS	DEFL L/240	STRESS	DEFL L/240
3'	94	68	87	148	101	116	89	55	97	148	113	116
4'	53	29	48	63	56	49	50	23	55	63	64	46
5'	33	15	30	32	36	25	33	12	35	32	41	25

- 1. The panel weight has been deducted from the allowable stress values
- The properties and load tables are for the panel alone.
 The panel section properties have been calculated in accordance with 2007 AISI Specification.



SECTION 07610 - Sheet Metal Roofing

MANUFACTURER

Berridge Manufacturing Company 1720 Maury Street Houston, Texas 77026 Phone: (800) 231-8127 Outside TX (713) 223-4971 In TX Fax: (713) 236-9422

BERRIDGE "R" & "M" PANEL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preformed, prefinished metal roofing and flashings.
- B. Miscellaneous trim, flashing, closures, drip flashing, and accessories.
- C. Sealant
- D. Fastening devices.

1.02 RELATED SECTIONS

- A. Section 05120: Structural Steel Framing.
- B. Section 05500: Miscellaneous metal fabrication.
- C. Section 06100: Rough Carpentry.
- D. Section 07631: Flashing and Sheet Metal Gutters.
- E. Section 07900: Sealants.

1.03 REFERENCES

- A. American Iron & Steel Institute (AISI) Specification for the Design of Coldformed Steel Structural Members.
- B. ASTM A-653 & ASTM A924 Steel Sheet, Zinc-Coated (Galvanized)
- C. Spec Data Sheet Galvalume Sheet Metal by Bethlehem Corp.
- D. SMACNA Architectural Sheet Metal Manual.
- E. Building Materials Directory Underwriter's Laboratories, Test Procedure 580.



1.04 ASSEMBLY DESCRIPTION

A. The roofing assembly includes preformed sheet metal panels, related accessories, valleys, hips, ridges, eaves, corners, rakes, miscellaneous flashing and attaching devices.

1.05 SUBMITTALS

- A. Submit detailed drawings showing layout of panels, anchoring details, joint details, trim, flashing, and accessories. Show details of weatherproofing, terminations, and penetrations of metal work.
- B. Submit a sample of each type of roof panel, complete with factory finish.
- C. Submit results indicating compliance with minimum requirements of the following performance tests:
 - 1. Wind Uplift U.L.90

1.06 QUALITY ASSURANCE

- A. Manufacturer: Company specializing in Architectural Sheet Metal Products with ten (10) years minimum experience.
- B. No product substitutions shall be permitted without meeting specifications.
- C. Substitutions shall be submitted 10 Days prior to Bid Date and acceptance put forth in an addendum.
- D. No substitutions shall be made after the Bid Date.

1.07 DELIVERY, STORAGE AND HANDLING

- A. Upon receipt of panels and other materials, installer shall examine the shipment for damage and completeness.
- B. Panels should be stored in a clean, dry place. One end should be elevated to allow moisture to run off.
- C. Panels with strippable film must not be stored in the open, exposed to the sun.
- D. Stack all materials to prevent damage and to allow for adequate ventilation.

1.08 WARRANTY

- A. Paint finish shall have a twenty year guarantee against cracking, peeling and fade (not to exceed 5 N.B.S. units).
- B. Galvalume material shall have a twenty year guarantee against failure due to corrosion, rupture or perforation.
- C. Applicator shall furnish guarantee covering watertightness of the roofing system for the period of two (2) years from the date of substantial completion.

PART 2 PRODUCT

2.01 ACCEPTABLE MANUFACTURERS

- A. Berridge Manufacturing Company, Houston, Texas.
- B. Substitutions shall fully comply with specified requirements.



2.02 SHEET MATERIALS

- A. Prefinished metal shall be Aluminum-Zinc Alloy Coated (AZ-55 Galvalume®) Steel Sheet, 24-Gauge or 22-Gauge, ASTM 792-08, Grade 40, yield strength 40 ksi min.
- B. Finish shall be full strength Kynar 500% or Hylar 5000^{TM} fluoropolymer coating applied by the manufacturer on a continuous coil coating line, with a top side dry film thickness of 0.75 ± 0.05 mil over 0.20 ± 0.05 mil prime coat, to provide a total top side dry film thickness of 0.95 ± 0.10 mil. Bottom side shall be coated with a primer and beige urethane coating with a total dry film thickness of 0.35 ± 0.05 mil. Finish shall conform to all tests for adhesion, flexibility, and longevity as specified by the Kynar 500% or Hylar 5000^{TM} finish supplier.

Color shall be	

- D. Strippable film shall be applied to the top side of all prefinished metal to protect the finish during fabrication, shipping and field handling. This strippable film MUST be removed immediately before installation.
- E. Unpainted metal shall be Aluminum-Zinc Alloy Coated (AZ-55 Acrylic Coated Galvalume®) Steel Sheet, 24-Gauge or 22-Gauge, ASTM 792-08, Grade 40, yield strength 40 ksi min., with clear acrylic coating on both sides of material.
- F. Field protection must be provided by the contractor at the job site so stacked or coiled material is not exposed to weather and moisture.
- G. Flashing maybe factory fabricated or field fabricated. Unless otherwise specified all exposed adjacent flashing shall be of the same material and finish as panel system.

Note: The rolling process of sheet metal results in inherent surface unevenness referred to as "oil-canning." This condition is also caused by several factors including thermal expansion and contraction, dark colors, both medium and high-gloss finishes, and uneven substrate. "Oil-canning" in itself is not sufficient cause for material rejection.

2.03 ACCESSORY MATERIALS

- A. Fasteners: [Galvanized Steel] [Stainless Steel] [Cadmium Plated Steel] with washers where required.
- B. Sealant: As specified in Section 07900 [] Type.

2.04 FABRICATION

- A. All exposed adjacent flashing shall be of the same material and finish as the roof panels.
- B. Hem all exposed edges of flashing on underside, 1/2 inch.

2.05 BERRIDGE "R" & "M" PANEL

- 1. Overall panel width to be 38-1/4", with 36" net coverage.
- 2. Panels shall be factory-formed to 40' max.
- 3. 1-1/4" high ribs to be spaced 12" on center, with 3/4" wide by 1/4" high minor ribs spaced 4" on center between major ribs ("R" Panel).
- 4. Panel-to-panel and panel-to-purlin connections to be with No. 12-14 self-drilling tapping fasteners, 1"



min. for panel-to-purlin connections, 3/4" minimum for panel-to-panel connections.

- 5. Compressible blanket insulation to be maximum 4-1/2" thickness before compression.
- 6. For roof applications, a line of tape sealant for weathertightness shall be used at panel side laps and end laps.
- 7. Where required, panel assembly shall bear Underwriter's Laboratories Label UL90, pursuant to Construction Number 161.

PART 3 EXECUTION

3.01 INSPECTION

A. Substrate:

- 1. Examine plywood or metal deck to ensure proper attachment to framing.
- 2. Inspect roof deck to verify deck is clean and smooth, free of depressions, waves or projections, level to +/- 1/4" in 20', and properly sloped to [valleys] (or) [eaves].
- 3. Verify roof openings, curbs, pipes, sleeves, ducts or vents through roof are solidly set, cant strips and reglets in place, and nailing strips located.
- 4. Verify deck is dry and free of snow or ice. [Flutes in steel deck to be clean and dry] or [joints in wood deck to be solidly supported and nailed].

B. Underlayment:

- 1. Verify #30 unperforated asphalt saturated roofing felt underlayment has been installed over solid sheathing and fastened in place.
- 2. One (1) layer of #30 asphalt roofing felt paper for roof slopes of 3:12 and up, two (2) layers for roof slopes of 1:12 3:12 in moderate climates (check with Berridge).
- 3. Grace Ice & Water Shield underlayment to be used on all curved applications and on low (less than 1:12) slope or complex roofs per Berridge recommendation.
- 4. Ensure felt installed horizontally, starting at eave to ridge with a 6" minimum overlap and 18" endlaps.
- 5. Ensure that all nail heads are totally flush with the substrate. Nails shall be galvanized roofing nails with Berridge Coated Felt Caps.

3.02 INSTALLATION

- A. Comply with manufacturers standard instructions and conform to standards set forth in the Architectural Sheet Metal Manual published by SMACNA, in order to achieve a watertight installation.
- B. Install panels in such a manner that horizontal lines are true and level and vertical lines are plumb.
- C. Install starter and edge trim before installing roof panels.
- D. Remove protective strippable film prior to installation of roof panels.
- E. Attach panels using manufacturer's standard fasteners, spaced in accordance with approved shop



drawings.

- F. Install sealants for preformed roofing panels as approved on shop drawings.
- G. Do not allow panels or trim to come into contact with dissimilar materials.
- H. Do not allow traffic on completed roof. If required, provide cushioned walk boards.
- I. Protect installed roof panels and trim from damage caused by adjacent construction until completion of installation.
- J. Remove and replace any panels or components which are damaged beyond successful repair.

3.03 CLEANING

- A. Clean any grease, finger marks or stains from the panels per manufacturer's recommendations.
- B. Remove all scrap and construction debris from the site.

3.04 FINAL INSPECTION

A. Final inspection will be performed by a firm appointed and paid for by the owner in accordance with section 01410.

END OF SECTION

NOTE: Please reference Berridge Manufacturing Company's current Catalog and the Berridge website for standard product offering with regard to materials, gauges, finishes and colors available.



MINISTRY OF COMMUNICATIONS WORKS & LABOUR

Brades, Montserrat 664-491-2522