

REQUEST FOR PROPOSAL

Airport Improvement Project – Prefabrication Control Cab



GOVERNMENT OF MONSTERRAT (GoM)

MINISTRY OF COMMUNICATIONS WORKS & LABOUR
Brades, Montserrat. Tel: 664 – 491-2522

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PART A

Part A

PART A - Background

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PART A

1 Introductions

1.1 The John A. Osborne Airport, located at Gerald's, Montserrat in the Caribbean, is Montserrat's primary source of air transportation. The airport was constructed in 2002 with an asphalted runway measuring 596m in length and 18m in width. The airport facility was designed to facilitate the Twin Otter nineteen (19) seater aircraft and is currently trafficked mainly by the nineteen (19) seater Twin Otter and the eight (8) seater Islander. Both aircraft types utilize propeller engines. The airport is regulated by Air Safety Support International (ASSI www.airsafety.aero), which is the sole authority responsible for the approval of changes required at the airport.

Based on recommendations and audits conducted by ASSI, several studies were commissioned to examine possible improvements to maintain the airport's certification. One major element that was identified was the replacement of the existing Air Traffic Control Tower (ATCT). The Government of Montserrat, through the Ministry of Communication, Works and Labour, has developed and funded a project for the replacement of the ATCT. A portion of this fund (USD\$400,000) has been allocated to the procurement of a Prefabricated Control Cabin for the ATCT. Consequently, this RFP seeks to acquire a Control Cabin for the new Air Traffic Control Tower, through competitive bidding. It is envisaged that once this project is complete, the John A. Osborne Airport will have a new and improved facility that will maintain its certification and continue to provide necessary air access to Montserrat.

2 The Authority

2.1 The Government of Montserrat is the funding agent. The Ministry of Communication, Works and Labour will be the entity managing the project and has been deemed 'The Authority'. The Authority shall actively manage the resulting contract. Key activities will include contract review meetings, key deliverables, and analysis of management information provided. The Authority contact will be the Government Architect, Public Works Department.

PART B

Part B

PART B - RFP Overview

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PART B**1 Letter of Invitation**

December 11TH, 2017

Dear Sir/Madam,

Re: RFP Airport Improvement Project – Prefabricated Control Cabin

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

1. Instructions to Tenderers
2. RFP Check List
3. Form of Tender
4. GoM & Vendor Agreement
5. RFP Bidders Response Template
6. General Conditions of Contract
7. Anti-Collusion Statement
8. Evaluation Criteria

All Tender documents can be accessed on the Government of Montserrat website at www.gov.ms and electronic tender documents can be accessed and submitted via the Mytender Portal at <http://www.mytenders.org/>

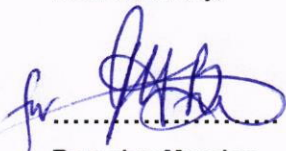
For manual tender submissions, all required tender documents should be completely filled out and should consist of a priced and signed Form of Tender, RFP, completed Document Check List, signed Anti-Collusion Statement and a copy of your **Tax Compliance Certificate (if locally based)**. A two (2) envelope system will be necessary for the valid submission of these documents, which should be returned and submitted as follows:

The first envelope (the inner envelope), should contain all tender documents that are to be submitted. This inner envelope should be addressed to: The Chairperson, Public Procurement Board, Ministry of Finance and Economic Management, Brades, MSR110, Montserrat. The name of the project should also be written on this inner envelope and should read, "RFP Airport Improvement Project – Prefabricated Control Cab". The name of the bidder should also be written on the inner envelope.

The inner envelope, completed as stated above, should then be placed in an **Outer Envelope**. The **Outer Envelope** should be addressed to **The Chairperson, Public Procurement Board, Ministry of Finance and Economic Management, Brades, MSR110, Montserrat. The name of the project should also be written on this outer envelope and this should read, "RFP Airport Improvement Project – Prefabricated Control Cab".** The outer envelope should bear no identification of the bidder. Bids are to be received no later than **2:00p.m on Wednesday, 20th December, 2017**. Please ensure that no additional marks are placed on the outer envelope.

Envelopes are to be taken to the Ministry of Finance & Economic Management, where the tenderer will place their bid 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 Government Architect, Public Works Department.

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 replacement of an existing ATCT at the John A. Osborne Airport. The Authority is managing this procurement process in accordance with the Government of Montserrat's Public Procurement Regulations (the "Regulations"). This will be a supply of goods and services Contract that will be procured under a restricted 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 contain the General Contract Agreement & Contract Conditions.
- 2.6 Part G contains the general Specifications for the proposed project.
- 2.7 Part H contains the template for the Bidders Response.
- 2.8 Part I contains the Commercial Response outlining the Bidders company details.
- 2.9 Following the 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.
- 2.10 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.

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PART C

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 must:
- 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. Be satisfied with the correctness and sufficiency of their 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 is 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 (GoM), 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 Design-Build Contract.

PART C

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 being 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 should be made with the Inland Revenue Department and the Financial Services Commission to verify the accuracy of certificates. Bids received with improper tax compliance certificates will be rejected.

4.2 Except in cases where there is an exemption from tax, of which proof must be provided, residents of Montserrat, for tax purposes, are subject to tax on the profits from this project, while non-residents are liable to a **20% Withholding Tax** deduction from the gross amount.

Please take into consideration your tax obligations and liabilities to the Government of Montserrat. For further information please contact Montserrat Customs & Revenue Service (MCRS) via email at irev@gov.ms

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 of time will be rejected.

6 Timescales

6.1 The proposed procurement timetable is set out below and is intended to be a guide. Whilst the Authority does not intend to depart from this time table, it reserves the right to do so at any stage.

DATE	STAGE
Dec 4, 2017	RFP Published on the Government of Montserrat website. (www.gov.ms)
Dec 14, 2017	Clarification Period Closed
Dec 20, 2017	RFP Return Date (Submission Deadline).

PART C

7 Authority's Contact Details

7.1 Unless stated otherwise in these Instructions or in writing from the Authority, all correspondence 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 correspondence should be clearly headed "**RFP Airport Improvement Project – Prefabricated Control Cab**" and include the name, contact details and position of the person making the query.

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, which should be sufficient to satisfy the requirements for the insurance guidelines given in the Conditions of the Contract and the Specifications. The insurance shall jointly indemnify the Contractor and The Authority in the amount that will cover the implementation phase of the project based on the agreed contract sum. This will be requested before the signing of the contract.

10 Submission of Bids

10.1 Bidders are expected to have inspected the site and be familiar with the environment and local working conditions. Bidders must obtain for themselves, at their own responsibility and expense, all information necessary for the preparation of Bids. Bidders are solely responsible for any costs incurred in connection with the preparation and submission of their Bid, as well as all other stages of the selection and evaluation process. Under no circumstance will the Authority be liable for any expense borne by Bidders, sub-contractors, 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.

10.3 Bids should be returned as instructed, no later than **2:00p.m. on Wednesday December 20th, 2017**.

10.4 Bids, and all supporting documents, should be enclosed in an inner envelope duly sealed and bearing the words, "**RFP Airport Improvement Project – Prefabricated Control Cab**" 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.

PART C

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 Airport Improvement Project – Prefabricated Control Cab”**. 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, they will not be considered.**

10.8 All Bids will be arithmetically checked and any errors will be brought to the tenderer's attention. The rates supplied will be the basis for the arithmetic correction and will be the determining factor for any queries associated with the corrected price.

10.9 The Authority is not bound to accept the lowest Bid and has the right to accept and reject any Bid offers.

11 Queries Relating to Bid

11.1 All requests for clarification, with respect to the requirements or the process of this procurement exercise, shall be made in accordance with 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 queries, the Authority has designated a specific contact to address questions from Bidders:

11.3 Clarification requests can be submitted via e-mail to diasla@gov.ms between the dates shown under PART C Section 6.

11.4 In order to ensure equal treatment of Bidders, the Authority will share all questions and clarifications raised by Bidders, as well as 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 will, or is likely to prejudice its commercial interests.

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PART D

1 Introduction

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

An account will also be taken of any factors that may impact the Bidders suitability that may emerge from the bidding process as it relates to information previously provided by the Bidder as part of the pre-qualification process.

2 Evaluation of Bids

2.1 The following evaluation criteria will be used to evaluate Bids received in response to this RFP. **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	50%
D1.3	Completion Time	20%
D1.4	Technical Compliance	20%
D1.5	Bidders Experience	5%

3 Administrative Compliance (5%)

3.1 Bidders must submit all 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 as well as the proposed completion time. In addition, they need to fully complete the RFP Bidders Response Template. A valid Tax Compliance Certificate needs to be included with submission. Bidders should sign and date the Anti-Collusion statement. Details of previous experience must be submitted in accordance with the Work Experience List. If all required documents are submitted in a satisfactory manner, Administrative Compliance will be fulfilled and a grade of 5% will be awarded. If **all** the above requirements are fulfilled, then the Bidder will move onto the other evaluation criteria. If any of the above mentioned documents is not submitted, then the Bidder will be deemed non-compliant and rejected.

4 Financial Compliance (50%)

4.1 Bidders must complete the Form of Tender and the RFP Bidders Template and return them with their RFP submission. The Bid price is very significant 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 that make up this criterion and these will be considered proportionately. The Government of Montserrat is not bound to accept the lowest, or any Bid. The percentage for this criterion will be calculated proportionately in comparison to other price submissions from Bids. Bidders must submit all the documents requested in the RFP document. The RFP checklist provides a list of requirements that need to be fulfilled.

5 Completion Time (20%)

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 (20%)**

6.1 Adherence to technical specification is paramount. Therefore, Bidders should take into account spatial requirements, consideration for seismic and hurricane resistance, and weathering the tropical atmosphere. These details should be outlined by providing brochures, sketches and other technical documents deemed to be appropriate for providing proof that the proposed solution is in accordance with the specifications provided in this document. The percentage for this criterion will be calculated proportionately in comparison to other submissions from tenderers.

7 Bidders Experience (5%)

7.1 Prospective Bidders need to provide evidence of at least three (3) previous contracts completed within the past 10 years of a similar nature to the scope of works of this RFP. 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, and 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 tenderers.

8 Award of Contract

8.1 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.

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PART E

1 General

1.1 This Agreement is made the day of.....**2017** between the **GOVERNMENT OF MONTSERRAT** having its headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by **Mrs. Beverley Mendes**, Permanent Secretary, Ministry of Communications Works and Labour (hereinafter referred to as "**GOM**") of the one part and whose address is acting herein and represented by (hereinafter referred to as the "**Contractor**") of the other part.

The Employer is desirous that certain works and services should be carried out at The John A. Osborne Airport and has been accepted by the contractor for the sum of
..... (**\$.....**) are the amount to carry out the works according to the schedule and other documents which comprised the contract document.

1.2 This Agreement shall take effect from the..... and subject to prior termination as provided by this agreement shall continue for a period of months.

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) "Architect" means a duly authorized representative of GOM who is qualified and trained as an Architect. The Architect 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 Architect will hold direct communication with the Contractor and the Contractor shall adhere to such instructions given by the Architect 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.

PART E

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date herein first mentioned.

BY

Beverley Mendes
Permanent Secretary, Ministry of
Communications and Works

BY

WITNESS

WITNESS

PART E

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

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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.

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- 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 Architect 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 Architect 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 Architect'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 7 days 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 Architect 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.

PART E

- 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
Fax: (664) 491-6659
Email: mcw@gov.ms
 - ii. if to the **Contractor**, to:

Address:
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

PART E

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

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PART F

1 Definitions

- a) 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 “Architect” 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 Architect, 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.

PART F**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 to 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 will inform the Contractor of his/her dissatisfaction in writing.

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 the 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.

PART F

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 has been taken out and is current 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 Architect'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.

PART F

23 Matter of Disagreement

23.1 If a dispute arises under this Contract, the parties agree that they will first exhaust the provisions outlined in sections 46, 47 and 48 of the GoM 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
- c) He/she refuses or neglects to comply with a written instruction given by the Architect and by such refusal or neglect the works are materially affected,

the Architect may give to the Contractor a notice specifying the default or defaults. If the Contractor continues with the default for fourteen (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 Architect 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) Architect/Contract Administrator's instructions and/or;
- e) Any impediment, prevention or default, whether by act or omission, by the Employer, The Architect 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')

PART F

- 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 Architect's instruction

Then the Contractor or the Employer may upon expiry of the period of the suspension give 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 Architect may issue instructions regarding 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 Architect 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;
 - 1.00 – 0.75 = Very Good Performance
 - 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 indicates a 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.

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PART G

1 General

1.1 The following specifications have been established to provide guidelines to ensure quality is attained on the required solution for the prefabricated control cab. These specifications are in accordance with international standards; where a prospective Bidder has an issue with any of the specifications outlined, please ask for clarification. Likewise, where a prospective Bidder identifies a specification that may impede and or enhance the quality of the end solution, written justification should be provided during the RFP process.

2 Architectural Design Consideration

2.1 The aesthetics of the new Control Cab need not conform with the established architectural style of the existing airport 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 for that facility. The interior and exterior design should be functional; all designs shall meet the requirements of the local authorities and the local regulatory body ASSI.

2.2 The architectural layout should be based on the actual requirements set forth for the project, plus ten years minimum projected requirements following the commissioning date, based on studies related to the airport. The design should incorporate the type of finishes, materials, details, and construction methods that are suitable and appropriate for use in an Air Traffic Control Tower with regular maintenance.

3 Safety Requirements

3.1 **Occupancy Loads:** The occupancy load of the cab must be considered to ensure that the required structural parameters are met. Occupancy loading shall be done in accordance with the local building code or an acceptable international building code.

3.2 **Exit Requirements:** All exits should be designed to an accepted standard that would ensure a safe means of egress for occupants of the Control Cab in an emergency. All exits, whether in the form of a window or door, should consider the swing direction, fire rating compliance, acceptable dimensions and panic hardware mechanisms. These exits should comply with local and or international building codes.

3.3 **Stairways:** All stairways must be made of structurally sound material and consideration should be taken for the acceptable rise, acceptable run, staircase width, occupancy loads and appropriate landing requirements. No circular or spiral staircase should be utilized in the Control Cab; staircase should be in accordance with local and or international building code.

3.4 **Fire Protection System:** These systems should be designed in accordance with the International Building Code (IBC) taking into account the combustibility of the structure based on the type of construction. The fire protection system should include but not be limited to fire rated partitions, a smoke detection system, alarm systems, fire rated fixtures and firefighting system. The firefighting system may be in the form of sprinkler system and or fire extinguishers whichever is applicable based on the Control Cab's design and building type.

3.5 **General Safety:** The final design shall include all necessary features that comply with established building and safety codes and incorporate OSHA design standards. Particular attention should be given to safety features such as handrails, non-slip treads, stairway head clearances, ladders, access hatches, mechanical and electrical equipment guards, hazardous energy source lockout, and other safety items determined in facility and equipment design reviews.

PART G

4 Control Cab Size & Shape

4.1 Control cab's shape should minimize adverse reflections on external glass and should allow for optimal visibility to the exterior. A positive tilt outward should be used to eliminate reflections from consoles and provide shading at high sun angles. The minimum cab size required is approximately 200 square feet.

5 Floor

5.1 The cab's flooring or another approved component (i.e. sidings, walls, etc.) should be designed to facilitate easy modification of communication & electrical services. There should be cable access to all areas inclusive of roof and consoles to allow for easy access for maintenance purposes. The cab floor shall be carpeted with high use, low electrostatic discharge, commercial grade, sound absorbent carpet.

5.2 Consideration should be given to the use of non-reflective rubber mats in the operations area to reduce personnel foot fatigue. Rubber mats and all floor coverings shall consider static dissipation requirements.

6 Walls

6.1 The exposed cab walls above the window head and below the windowsill shall be a suitable type insulated metal panel with noise absorbent backing. The finish of any interior exposed wall surface shall be a dark flat, non-reflective colour. Charcoal grey has worked well; however, earth tone colours may also be considered.

6.2 The exterior of the cab shall be finished with a dull, dark coloured exterior type paint, dark anodized aluminium panel, or pre-finished metal panel. Specifications for this finish should be, or perform similarly to: *AAMA 2605-11, Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels*; or a *Class I anodized coating that meets AAMA 611-12, Voluntary Specification for Anodized Architectural Aluminum*. Alternative performance specifications will be considered with justification.

The cab wall above the glass line shall be sloped in the same plane as the cab glass or at any angle less than that of the glass when measured from the vertical.

7 Sill

7.1 The height of window sills should be as low as practicable. Suggested windowsill height is twenty-nine (29) inches above cab floor unless appropriate justification can be given otherwise.

8 Lighting & Acoustics

8.1 Tower cab lighting of variable intensity should generally be recessed in the ceiling and directionally adjustable. Operational lighting required to illuminate a specific working position should be placed and painted so as to minimize glare and reflections. Floor lighting and stair lighting should be recessed and shielded.

8.2 Since operations in and around a control cab generate a fair amount of noise, the provision of materials with high sound absorbent coefficients is important and should be incorporated internally in floors, walls and ceilings. Carpets (dust-free and anti-static) should cover the cab floor and acoustic ceiling tiles incorporated while walls below the window and at the top of air plenum shall be covered in acoustical material. The design decibel level within cab shall be no greater than 65db. Carpeting of walls for acoustic attenuation is not allowed. Carpet edge molding shall be provided at all carpet edges.

PART G

9 Window Glass

9.1 The cab glass design and installation shall provide maximum controller visibility and viewing area. Computers and other displays in the tower cab must be viewed and used under different ambient light conditions. The maximum allowable tower cab ambient light shall be less than 6,000 fc.

9.2 It is recommended that the glass be positioned and angled in such a manner to improve visibility and reduce glare. This can be altered if local design conditions dictated by hurricane winds, or seismic considerations warrant otherwise. The windows shall be double pane, "low-E" glass that is free of distortion.

9.3 Window units should be constructed with a metal or composite plastic perimeter or unitized extruded aluminium system frame. The frame shall be bonded to the glass with an approved method that will provide an airtight, waterproof, and vapour proof seal.

9.4 A facility should be provided for drawing moisture out of air, while allowing pressure equalization at the cab's elevation. This facility should be incorporated with the window system and should be appropriately sealed after window installation.

9.5 Control Cab glass should be thoroughly tested for acceptable visibility, distortion, clarity, etc., prior to installation. The appropriate testing certification shall be presented to the relevant authorities.

10 Window Mullions

10.1 To minimize visibility obstructions, the window mullions shall be designed with the minimum cross section required for glass and roof support and maximize outside viewing area.

10.2 Consideration shall be given to glass and wind loading requirements for the region. It is highly recommended that considerations for up to 125 mph winds be utilized in design considerations.

11 Window Maintenance

11.1 The maintenance of windows, mainly in the form of washing, should be considered. This maintenance is expected to be facilitated with the aid of a walkway (provided by shaft designer) around the exterior of the tower cab. The walkway may also serve as part of an emergency escape route that is incorporated into the shaft.

11.2 Consideration should be given to protection from hurricane force winds. This may come in the form of a shuttering system deemed appropriate for control cabs. This shuttering system is **not mandatory** but can be seen as a plus to any system that is being proposed.

12 Ceiling

12.1 The clear ceiling height from the cab floor to the ceiling shall be 8ft 9inches minimum unless reasonable justification can be given otherwise. The ceiling may slope up at the outer area to enhance the controller's upward visibility from the opposite side of the cab.

12.2 The ceiling shall be designed at the outer edges so that window shades and all relevant fixtures may be installed.

12.3 Adequate clearance space from the ceiling to any supporting members shall be provided. The ceiling shall be removable acoustical panels and should be supported by non-reflective suspended metal support grid.

12.4 The cab ceiling shall be a non-reflective earth tone colour. Charcoal grey should be considered as well as earth tone colours. The ceiling should assist with achieving the required sound absorption coefficients in the cab.

PART G

13 MEP & HVAC

13.1 The primary HVAC system design objective is to provide environmental control for electronic equipment and personnel. In electronic equipment areas, provisions for temperature and humidity control within the room shall be installed. Total heating and cooling loads shall be based on the design analysis of the proposed cooling space inclusive of all equipment proposed to be used in the cab.

13.2 For the HVAC system, special attention shall be given to factors involving installation, maintenance, operation, reliability and economics. Diffusers should be distributed equally within the cab to avoid condensation on glazing.

13.3 The HVAC system design shall allow the critical spaces to function under routine and emergency conditions. The HVAC system shall have a changeover capability for cases of prime equipment failure so that critical spaces will be provided with conditioned air until the primary equipment is repaired. The changeover control to back-up equipment shall be automatically accomplished. Reset to primary equipment should be by manual controls.

13.4 The HVAC system and air handlers should be strategically located to minimize system losses. Equipment mounted on the cab roof is generally too noisy for the cab environment and is difficult to maintain. Roof mounting should be avoided unless reasonable evidence can be given to support otherwise.

13.5 Plumbing for the control cab shall be installed inside an approved building element to protect the plumbing from the weather elements.

13.6 Plumbing material should be of an acceptable standard which considers the necessary loads, climate conditions and seismic considerations.

14 Control Cab Consoles

14.1 The console design shall not obstruct the controller's visibility while containing all the necessary equipment required for the controller to carry out their daily duties.

14.2 Consoles should be designed as modules sized to permit easy removal from the cab.

14.3 Where equipment is enclosed in fixed consoles which are backed to the outer walls of the tower cab, the consoles should open at the front for ease of maintenance. Modular consoles which are easily plugged in and out will similarly help in the maintenance work.

15 Roof

15.1 Attention should be paid to using the latest materials and technology to reduce maintenance requirements. The roof shall be designed to a 20-year serviceable life span.

15.2 Provision shall be made for support systems separate from the rails to facilitate the necessary equipment such as but not limited to antennas.

17 Columns & Column Raceway

17.1 The number of cab columns shall be kept to the minimum required to support the roof and glass. The columns supporting the cab roof generally should not be of an adequate dimension; The designer shall minimize the column size by the use of suitable material or other approved methodology.

17.8 In addition to providing the roof support, the columns may be used for roof drain, sanitary vent, power cable, antenna cables, and grounding systems. Columns used in such a manner shall be designed such that its integrity will not be compromised.

PART G**18 Structural Designs**

18.1 The standards and specifications, and the national codes and publications, identified in this document, shall be the basic references for structural design. Local building codes shall be checked for live loads, wind loads, seismic zones, foundation restrictions, or any other local conditions that may be more restrictive than this order. The structural design shall meet some international standards that is ASTM, BS, ACI, AISC, etc. The code proposed to be used must be communicated to the Authority.

18.2 It is desirable to provide maximum flexibility for future changes and for adapting building requirements to individual site restrictions. To achieve this flexibility, the cab, shaft, link, and base building should be designed, as much as possible, as independent structures. Consideration should be given to provisions for future cab removal and replacement.

19 Material Selection

19.1 The best structural system for a particular application is one that will satisfy the functional and architectural finished structure requirements at minimum cost. Consideration shall be given to future expansion or rearrangement of spaces and costs of maintenance. Generally, the preferred systems utilize material efficiently, provide maximum usable space, minimize special equipment use, and can be constructed by following conventional procedures.

19.2 Should consider minimizing corrosion and fading by protecting against airborne sea-spray, humidity, high levels of UV radiation, and other atmospheric pollutants.

19.3 Should consider durability by choosing materials to assure low maintenance and economic life of the project.

PART H

PART H

PART H - BIDDERS RESPONSE

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PART H**1 RFP Document Checklist**

Project Title: **"RFP Airport Improvement Project – Prefabricated Control Cab"**

Date scheme advertised: ***Tuesday 12th December 2017***

Tender Deadline Date: ***Wednesday 20th December 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 period)	<input type="checkbox"/>
Completed RFP Bidders Response Template	<input type="checkbox"/>
Tax Compliance Certificate (If locally registered)	<input type="checkbox"/>
Signed Anti-Collusion Statement	<input type="checkbox"/>
Project Experience Details	<input type="checkbox"/>
Program of Works (Gantt Charts)	<input type="checkbox"/>
Complete Method Statement	<input type="checkbox"/>

.....
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 Airport Improvement Project – Prefabricated Control Cab

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.

Except in cases where there is an exemption from tax, of which proof must be provided; residents of Montserrat for tax purposes are subject to tax on the profits from this project while non-residents are liable to a **20% Withholding Tax** deduction from the gross amount.

Please take into consideration your tax obligations and liabilities to the Government of Montserrat. For further information please contact Montserrat Customs & Revenue Service (MCRS) via email at irev@gov.ms

Name

Signed

Name of firm (If Applicable)

Address

Tel. nr

Fax nr

Email Address

Date

PART H**3 Tender Submission Ant-Collusion Certificate**

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 AND ACKNOWLEDGE THE CONTENTS OF THE ANTI-COLLUSION CERTIFICATE FOR AND ON BEHALF OF:

NAME OF FIRM.....

FULL POSTAL ADDRESS.....

CONTACT NO.....

PART H

4 Introduction

The Bidder must use the templates set out in the tables below to present its RFP Response to the requirement.

5 RFP Bidders Response Template

Bidders Response - The requirements as stated within the Specification(s) are provided below. Bidders are invited to respond to each requirement ensuring all points are answered in the right hand boxes. Responses should be in full and supported by evidence, allowing evaluators to gain a good understanding of how the Bidder intends to provide and support the Authority's requirements. Annexes will only form part of the evaluation where they are expressly permitted. Ensure all Annexes are clearly referenced in the right hand column.

No	Information required	Bidders Response	Delivery Time	Cost (\$US)	Annex Ref
A1.0	MANUFACTURING COMPONENT				
A1.1	Please provide illustrations and or drawings indicating how your solution will meet the space requirements, architectural requirements, etc. outlined in the specification section of this document. These illustrations and or drawings should include the control cab and the necessary accessories.				
A1.2	Please provide a reference to your material selection process for some of the major elements in the manufacturing of this cab. Kindly indicate how they meet or differ from the specs provided.				
A1.3	Demonstrate how your manufacturing process adheres to good quality control. Identify testing points and certifications that will be made available.				

PART H

No	Information required	Bidders Response	Delivery Time	Cost (\$US)	Annex Ref
B2.0	DELIVERY COMPONENT				
B2.1	Please demonstrate how you will have items delivered to the final point of installation. Kindly include port information and method of shipping.				
B2.2	Demonstrate how it is proposed to protect our interest against possible mishaps during the delivery process. Kindly indicate systems in place and or insurance strategies.				
B2.3	Kindly demonstrate schedules related to delivery of goods to the point of installation.				

PART H

No	Information required	Bidders Response	Delivery Time	Cost (\$US)	Annex Ref
C3.0	INSTALLATION COMPONENT				
C3.1	Explain how the proposed installation will comply with all relevant local regulations plus the other specifications outlined in this document. A simple method statement will suffice.				
C3.2	Kindly demonstrate schedules related to the installation of the manufactures cab onsite.				
C3.3	Please demonstrate your knowledge of the local resources (i.e. heavy equipment, cranes, technical personnel) that are available to you for the installation.				
C3.4	Please indicate the warranty element for the control cab after installation is complete.				

PART I

Part I

PART I – Bidders Company Details

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PART I**1 Company Details**

INFORMATION REQUIRED	RESPONSE
Registered Company Name	
Registered Company Address	
Registered Number	
Type of Company Registration	
Date of Company Registration	
Contact Name for Enquiries related to your bid	
Contacts company position	
Contacts email address	
Contacts landline telephone number	
Contacts mobile telephone number	

PART I**2 Company's Owners/ Principals**

NAME	CONTACTS	POSITION

3 Project Experience

3.1 Please list at least 3 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

4 Team Members

4.1 Please list the technical and or skilled staff members that will be associated with this project if your bid is successful:

NO	NAME	POSITION/SKILL	EXPERIENCE (YRS)	EMPLOYMENT TERMS		
				FULL TIME	PART TIME	SUB- CONT
1						
2						
3						
4						
5						
6						
7						
8						
9						



MINISTRY OF COMMUNICATIONS WORKS & LABOUR

Brades, Montserrat 664-491-2522