

# REQUEST FOR PROPOSAL

## Margetson Home – Design & Build Contract Sewage Treatment Plant



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 Ministry of Health and Education is Montserrat's primary entity responsible for treatment and management of sewage effluent on the island. The existing sewage facilities located at Margetson Home in the north of the island requires some upgrade to meet its current demand. Based on recommendations from local technical personnel (i.e. Environmental Department and Public Works Department), it was established that the facilities were in need of some major upgrade and maintenance. A major element that was identified was the development of a new sewage treatment facility. The Government of Montserrat, through the Ministry of Communication, Works and Labour has developed and funded a project for the design and build of a new sewage treatment plant. 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

PART B - RFP Overview

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**PART B****1 Letter of Invitation**

December 4<sup>th</sup>, 2017

Dear Sir/Madam,

**Re: RFP Margetson Home – Design & Build Contract Sewage Treatment Plant**

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](http://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:-

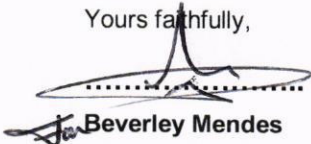
The first envelope, the inner envelope, should contain all documents that are to be submitted. This inner envelope is to be addressed to: **The Chairperson, Public Procurement Board, Ministry of Finance and Economic Management, Government Headquarters, Brades, MSR110, Montserrat**. The name of the project should also be written on this inner envelope and should read, "**RFP Margetson Home – Design & Build Contract Sewage Treatment Plant**". **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 **Outer Envelope**. The **Outer Envelope** should 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 outer envelope and should read, "**RFP Margetson Home – Design & Build Contract Sewage Treatment Plant**". The outer envelope should bear no identification of the bidder. Bids are to be received no later than **2:00p.m on Wednesday 20<sup>th</sup> December 2017**. Please ensure that no additional marks are placed on the outer envelope.

A site visit will be arranged for **1:30 pm on Friday, December 8<sup>th</sup> 2017** at the Margetson Home in St. Johns, Montserrat.

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 Chief Engineer, Public Works Department or by email at [pattersonr@gov.ms](mailto:pattersonr@gov.ms)

Yours faithfully,



**Permanent Secretary  
Ministry of Communication, Works and Labour**

**PART B**

## 2 Introduction

- 2.1 The Authority wishes to establish a Contract for the design and build of a Sewage Treatment Plant at the Margetson Home in St. Johns. The Authority is managing this procurement process in accordance with Government of Montserrat's Public Procurement Regulations (the "Regulations"). This is a Design Build 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 Bill of Quantity 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.

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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 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 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 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 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](mailto: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 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. The design and building component of the project **MUST** be completed by the end of **March 2018**.

DATE	STAGE
Dec 4, 2017	RFP Published on the Government of Montserrat website. ( <a href="http://www.gov.ms">www.gov.ms</a> )
Dec 8, 2017	Site Visit at 1:30pm
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 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 Margetson Home – Design & Build Contract Sewage Treatment Plant**" 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, 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 Tenders should be returned in a sealed envelope, no later than **2:00p.m. on Wednesday December 20<sup>th</sup> 2017**.

10.4 Tenders and all supporting documents should be enclosed in an inner envelope duly sealed and bearing the words, "**RFP Margetson Home – Design & Build Contract Sewage Treatment Plant**" 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 Margetson Home – Design & Build Contract Sewage Treatment Plant"**. 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](mailto: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.

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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	20%
D1.4	Technical Compliance	25%
D1.5	Bidders Experience	10%

### 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 (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 (25%)**

6.1 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 (10%)**

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 \$60,000 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.

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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 Little Bay Ferry Terminal and on the Montserrat Port Authority building 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) "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.

**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

**PART E**

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.

**PART E**

- 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 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 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.

**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](mailto: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 "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.

## **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 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.

## 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 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.

**PART F****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
- c) 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.

## PART F

### 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.

**PART F****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;
- 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 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. The Contractor shall coordinate all works required with other associated trades.

### 2 Design Consideration

2.1 The design of the new system needs not conform to the established existing facility but should be harmonious and environmentally pleasing. The design components must be coordinated to achieve a facility that meets the operational criteria and requirements set forth by an established international standard body for similar facility. The system's design should remain functional; all designs shall meet the requirements of the local authorities.

### 3 Safety Requirements

3.1 **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 shoring, signage, access, equipment guards, 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 treatment plant system.

4.3 Shop Drawings: Submit shop drawings showing profile(s), layout and system components, including accessories.

### 5 Quality Assurance

5.1 Contractor should comply with manufacturer's Installation Guide applicable for the specified system. Upon completion of the 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 similar 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 Pre-Construction meeting should be conducted prior to the start of the installation to finalize any outstanding issues, questions or details regarding the installation of the system. A representative for the building owner, engineer, general contractor and manufacturer (if possible) shall be in attendance

### 6 Treatment Plant System Performance

6.1 The 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.

6.2 The system shall be designed to resist wind uplift and shall consider extreme wind conditions such as a CAT 5 Hurricane. The system that have been tested for wind resistance should be accompanied with the relevant testing certificates to authenticate findings.

6.3 The treatment plant system's finishes 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 and provide a longer life span.



**PART G****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.

7.2 Materials are to be stored in a dry, well-ventilated, above-ground location if they are not to be used immediately. Stack materials to prevent twisting, bending, abrasion, scratching and denting.

**8 Installation**

8.1 Install treatment plant system in accordance with manufacturer's installation manual, recommendations and shop drawings.

8.2 The contractor shall coordinate installation details and equipment supports or other such ancillary items such that they meet all the manufacturer's requirements.

**9 Warranty**

9.1 The manufacturer's warranties shall be furnished and shall commence on the Date of Substantial Completion.

**10 Typical Detailed Specification**

10.1 Please review the detailed specification provided in the Appendix section of this document. The specification provided therein is not intended to provide commitment or preference to any brand or manufacturer but is to provide guidance on specifications for similar systems that have been deemed suitable by the technical team. Any variation in specifications that the Bidders, deems appropriate for the task at hand should be communicated.

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**PART H****1 RFP Document Checklist**

Project Title: **RFP Margetson Home – Design & Build Contract Sewage Treatment Plant**

Date scheme advertised: **Monday 4th November 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 ( <b>Including time for completion and notice period</b> )	<input type="checkbox"/>
Completed Bill of Quantities	<input type="checkbox"/>
Tax Compliance Certificate ( <b>If locally registered</b> )	<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 Margetson Home – Design & Build Contract Sewage Treatment Plant**

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](mailto: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 MONTERRAT 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 Bill Of Quantities**

ITEM NOS.	DESCRIPTION OF WORKS	QTY	UNIT	UNIT PRICE	TOTAL PRICE
<b>1.0</b>	<b><u>PRELIMINARIES</u></b>				
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 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	Make allowance for the protection of existing facilities from damage during construction, this may include but not limited to existing access, fences and other structures.	1	L.Sum		
<b>2.0</b>	<b><u>SITE CLEARANCE</u></b>				
2.1	Removal of trees and other debris in the area identified for the working space plus the proposed treatment plant area. Dispose of unwanted material as instructed by the Engineer.	1	Item		
<b>3.0</b>	<b><u>ENGINEERING DESIGN</u></b>				
3.1	Complete all calculations and design considerations for the provision of a suitable sewage treatment plant to meet the demands of the institutions. These calculations should be accompanied with detail drawings, surveys, etc. deemed necessary by the project Engineer for the implementation of this project. . .	1	Item		

**PART H**

ITEM NOS.	DESCRIPTION OF WORKS	QTY	UNIT	UNIT PRICE	TOTAL PRICE
4.0	<b><u>PLANT PROCUREMENT</u></b>				
4.1	Procurement of sewage plant inclusive of but not limited to all accessories and tools required for adequate installation in accordance with manufacturers and Engineers instructions.	1	Item		
5.0	<b><u>PLANT INSTALLATION</u></b>				
5.1	Make allowance for the provision of labour, tools, plant, etc. for the installation of the procured treatment plant. Installation must be completed in accordance with manufacturer's instructions, designs and Engineer's instructions.	1	Item		
6.0	<b><u>COMMISSIONING</u></b>				
6.1	Make allowance for the final quality control checks and commissioning of plant to be conducted by the manufacturer's technical staff onsite in the presence of the project Engineer.  <b><u>NB: All works relating to the design and build contract MUST be completed by the end of March 2018.</u></b>	1	Item		
<b>TOTAL COST (EC\$)</b>					

**PART H****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****TABLE OF CONTENTS**

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## **PART I**

# **1 Appendix A – Site Aerial View**

# Magetson Memorial Proposed Sewer Plant



Ministry of Agriculture, Trade, Land, Housing and the Environment

Map produced by: GIS Centre of the Physical Planning Unit

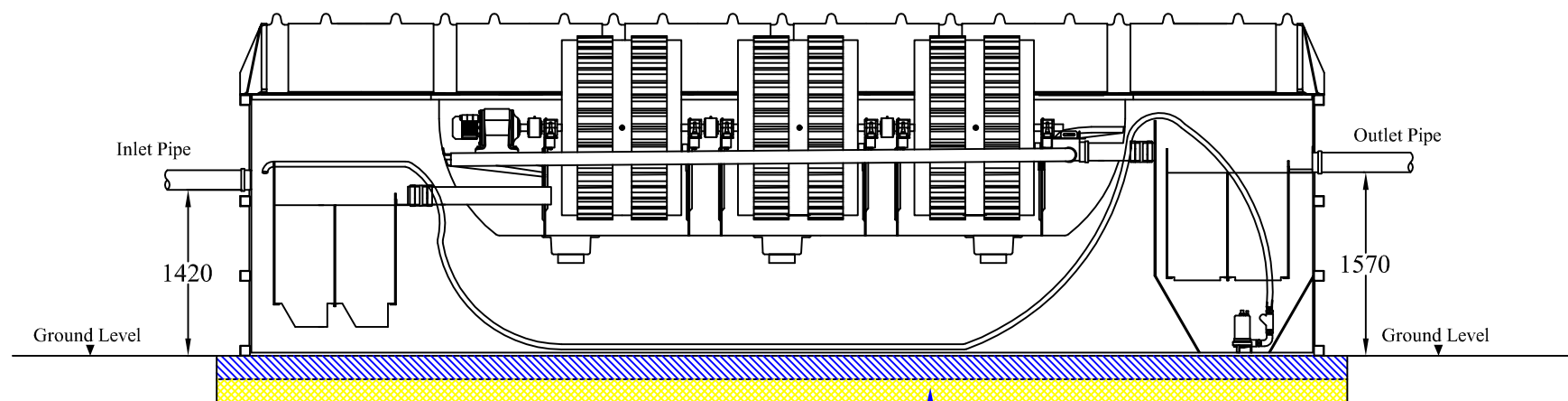
From the data provided by: Department of Lands & Survey

Note: This map has been produced using surveyed data and standard mapping/GIS techniques.

Data discrepancies, if found, may kindly be reported to PPU.


**PART I**

## **2      Appendix B – Treatment Plant Typical Design**



BL 3000

9680mmLGx2670mmWIDEx200mmDEEP.  
R.C.BASE REINFORCED WITH ONE LAYER  
A393MESH REINFORCEMENT ON  
200mm CLAUSE 804 TYPE 'B'  
WELL COMPACTED HARDCORE.

No.		Revision		Date
Date:	Scale:	Drawn by:	Drawing No.:	Company:
30-11-2009	N.T.S	S.R	01	BUTLER MANUFACTURING SERVICES LTD
Title:		Path:		
BL 3000 As Installed (Above Ground)		S:\Drawings\Bilvet\BL 3000 As Installed.dwg		
		Strokestown Rd., Longford, Co. Longford Tel. 043 26100 www.butlerms.com		



## **PART I**

# **3 Appendix C – Typical Plant Specification**





## **THE BMS BLIVET PACKAGE SEWAGE TREATMENT PLANT PROCESS DESCRIPTION**

### **INTRODUCTION**

The BMS Blivet™ is the world's most compact 'all in one' plug & play package sewage treatment plant. It is designed to treat sewage by a combination of primary and final settlement via lamella plates and by biological oxidation via the BMS Aerotor™. It was developed by BMS in Longford, Ireland in 1989/90. Since then it has been installed in over 38 countries on all 5 continents giving it an unrivalled worldwide track record. The largest model, the BL4000, fits in a standard 40 foot container for ease of shipping.

### **UNIQUENESS**

The BMS Blivet is patented and it differs from older activated sludge and RBC systems in the following respects:

#### **1. Lamella Plate Settlers**

A unique feature of the BMS Blivet is the utilisation of lamella plate settlers in both the Primary Settlement and Final Settlement Zones. The lamellas, at 60° slope and 50 mm (Primary) and 25 mm (Final) spacing, allow the average upward flow velocity of 0.9 m/hr to be achieved in approximately 25% of the volume required for conventional settlement tanks. This is the main contributor to the overall compactness of the system.

#### **2. The BMS Aerotor**

The BMS Blivet is an aerobic biological treatment system and the BMS Aerotor is at the heart of that system. Unlike old activated sludge and RBC systems, it is a hybrid of active aeration and fixed film reaction with an intense spiral GRP media mounted on a horizontal shaft. The rotational media is enclosed in an outer drum to provide active aeration, intense surface area and net hydraulic lift. Indeed, 97% of the surface area of the Aerotor is inside the Aerotor drum. This is markedly different from traditional RBC's, which only provide treatment based on sewage contact with their external surfaces. Therefore, a single Aerotor provides an equivalent surface area to that of 3 x traditional RBC's. The BMS Aerotor is self cleansing and no extraneous pumping or sludge returns are required. It offers superior flow resistant performance with all of the benefits of traditional RBC's such as low power, spare parts and maintenance requirements with none of the down sides such as poor flow resistance and excess growth issues. Aerotor biomass growth is proportional to the incoming load and it does not require a minimum MLSS to function as is the case with active aeration type systems. Overall this leads to superior performance along with a compelling Whole Life Cost.

#### **3. Sludge Storage**

Sludge storage is provided in the base of the unit. Depending on the load applied there is a minimum of 12 weeks capacity provided. Normally desludging is carried out by suction tanker.

**MANUFACTURERS OF PACKAGE WASTEWATER, SURFACE WATER AND ATTENUATION SOLUTIONS**

Strokestown Road, Longford, Ireland.

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**E-mail:** [info@butlerms.com](mailto:info@butlerms.com)

View our complete product range at

**[www.butlerms.com](http://www.butlerms.com)**

Directors: J.P. Butler, M.P. BUTLER B. Comm., H.D.E. MBA, T.L. Butler M.Pharm, Dip.Mark | Co. Reg. No.: 110833 V.A.T Reg. No.: IE 4779477L | Bankers: Bank of Ireland, Longford.

## **PROCESS/FLOW DESCRIPTION (Please refer to diagram below)**

The BMS Blivet is designed to accept raw, unscreened sewage. The standard inlet is 160 mm, but this can be specified and supplied to suit customer requirements e.g. flanged, larger or smaller diameters etc.

Having entered the unit, the raw sewage is then deflected towards the base of the unit by a full width baffle. This area at the base of the unit is the sludge storage area and is a common area with the Primary Settlement area. The raw sewage commences an upward flow pattern through the primary lamella plates and eventually crosses a notched weir as settled sewage with a 30 % BOD reduction and 75 % solids reduction. The solids remain in the sludge storage area.

After the settled liquor has crossed the notched weir, it is piped to the first chamber of the BMS Aerotor which contains a lift rotor. The liquor enters the rotor through 50 mm inlet ports on the peripheral face of the rotor. The rotor is rotating at 6 rpm and the internal spiral formation lifts the liquor and cascades it through the 100 mm sandwich sections, making contact with the surface biomass (fixed film reaction) while actively aerating the liquor. The Aerotor is in essence a pump, which both sewage liquor and air are being pumped through. The sewage liquor then emerges on the opposite side of the rotor after passing through the inner spiral formation within the Aerotor and coming into contact with the attached oxidising biofilm.

The liquor emerges from the lift rotor below the centre of the rotor on the opposite face to the peripheral 50 mm inlet ports and spills into a captive tray to be conveyed into the next rotor compartment. Here it enters a float rotor below the centre and the same process occurs as in the lift rotor. This continues until the final splitter box in the BMS Aerotor which divides the elevated flow between a 110 mm recirculation pipe and a pipe into the separated final settlement area. The rate of recirculation, which is under gravity due to the 450 mm lift occurring in the lift rotor, can be adjusted by hand stops in the splitter box. The Aerotor treatment process means that regardless of low flow levels or high flow levels, up to 3 x DWF, that the sewage liquor will always be in contact with a continually aerated intense surface biofilm and will receive full treatment and cannot bypass the Aerotor. This is known as a 'plug flow system' and is the main reason that the BMS Blivet is one of the most flexible systems available worldwide when dealing with continual flow variation's, which are often seen at sites such as hotels, schools, restaurants and caravan parks.

Another major advantage of the Aerotor over a traditional RBC is that it generates net hydraulic lift from inlet to outlet as described above. This means that gravity flow is possible out of the Blivet, eliminating the costly need for pumping and also that recirculation under gravity is possible within the unit by means of adjustable hand stops. Recirculation under gravity has important benefits in that it means that recirculation can be maximised when flows are lower, to achieve higher effluent quality or to maintain biological growth within the system. Recirculation can then be reduced as flows increase e.g. a hotel that is quiet during the week and busy at the weekends, with biological growth rapidly rebounding to reflect the increased BOD load.

The BMS Aerotor rotates at a speed of 6 rpm, which is much quicker than traditional RBC's. This causes excess biofilm growth to be shed from the Aerotor's contact surface and growth to be directly proportional to the sewage load. It is important to note that in the case of fixed film reaction, as is the case with RBC's or other fixed growth systems such as trickling filters, the only bacteria of the biofilm that is treating the sewage is that on the outside. Any further growth below this is dead biomass and dead weight on the shaft. Traditional RBC's often suffer from eccentric loads on the shaft due to excess growth and have one sided growth issues if the unit is switched off for a period of time. Due to the speed of rotation of the Aerotor excess growth is immediately sheared off meaning that the Aerotor is immune to one of the main downsides of traditional RBC's.



The final settlement area or humus tank, has a sloped hopper bottom. The treated liquor travels up through the final settlement lamella plates, leaving the solids in the base of the area. It then crosses a final notched weir and emerges at the opposite end to the inlet for discharge as fully treated effluent. There is a net lift through the Blivet of 150 mm from inlet to outlet. A submersible pump in the base of the final settlement area is activated on a timer for 2 minutes every 30 minutes and returns the settled humus sludge to the primary settlement/sludge storage area.

## **MECHANICAL**

The shaft supporting the media is EN 8 steel and has a diameter of 60 mm. It is driven through a reduction gear box of the helical gear variety with an output speed of 6 RPM. Each section of the shaft is coupled by a duplex chain coupling encased in a chain guard with grease access nipple. Either side of each coupling the shaft is supported by roller bearings in plummer blocks fitted with double lip seals and remote grease access nipples. The unit has just one drive train. All mechanical components provided are of world renowned manufacture with spare parts normally readily available in the country of operation. A grease gun is provided.

## **ELECTRICAL**

In order to minimise power consumption, possible breakdown and extra maintenance, the unit has a maximum of two electrical devices i.e. the main shaft drive and a final sludge return pump. The main motor in the BL4000 (largest Blivet) unit is only 0.75 kW (in three phase)/1.1hp. It is directly coupled to the reduction gearbox and is easily accessible protected by a locked GRP cover. A submersible pump of maximum 0.85 kW is fitted in the final settlement compartment. This is activated by an adjustable minute timer connected in the control box. A single control box is mounted on the motor/gearbox compartment and is accessible from the surface. It contains all the electrical controls and is to I.P 55 standard.

## **CIVIL WORKS**

For ease of construction the civil works consist only of a flat base support slab (2.3 m wide by the length of the Blivet model; 5 m – 11 m) in 20N reinforced concrete. All that is then required is to place the unit(s) on the slab, connect the inlet/outlet pipes and the electricity to the integral control panel. The BMS Blivet can be placed above or below ground without the need for a concrete surround. If the unit is going to be placed below ground a suitably sized excavation should be made. The area around the Blivet can then be back filled with fine material up to deck level. Holding down cleats can be provided in areas with high water tables. The Blivet is a plug and play system ideal for temporary and permanent use that is road transportable fully assembled.

## **MAINTENANCE**

The BMS Blivet has one of the lowest maintenance costs of any sewage treatment system available. Maintenance requirements are only the equivalent of only 1 unskilled man hour per week. A list of maintenance tasks are available from BMS. If a BMS Blivet is maintained according to BMS guidelines it has one of the lowest 20 year spare parts requirements available, meaning that the Blivet offers a compelling 'Whole Life Cost'.

## **EFFLUENT QUALITY**

The BMS Blivet can produce practically any standard of effluent including low BOD, SS, Ammonia, Phosphorus and Nitrogen. Indeed, a version of the Blivet is available that can produce fully disinfected effluent suitable for reuse for irrigation and other non-potable purposes.

Figure 1: Labelled Diagram of BMS BL2000 Blivet

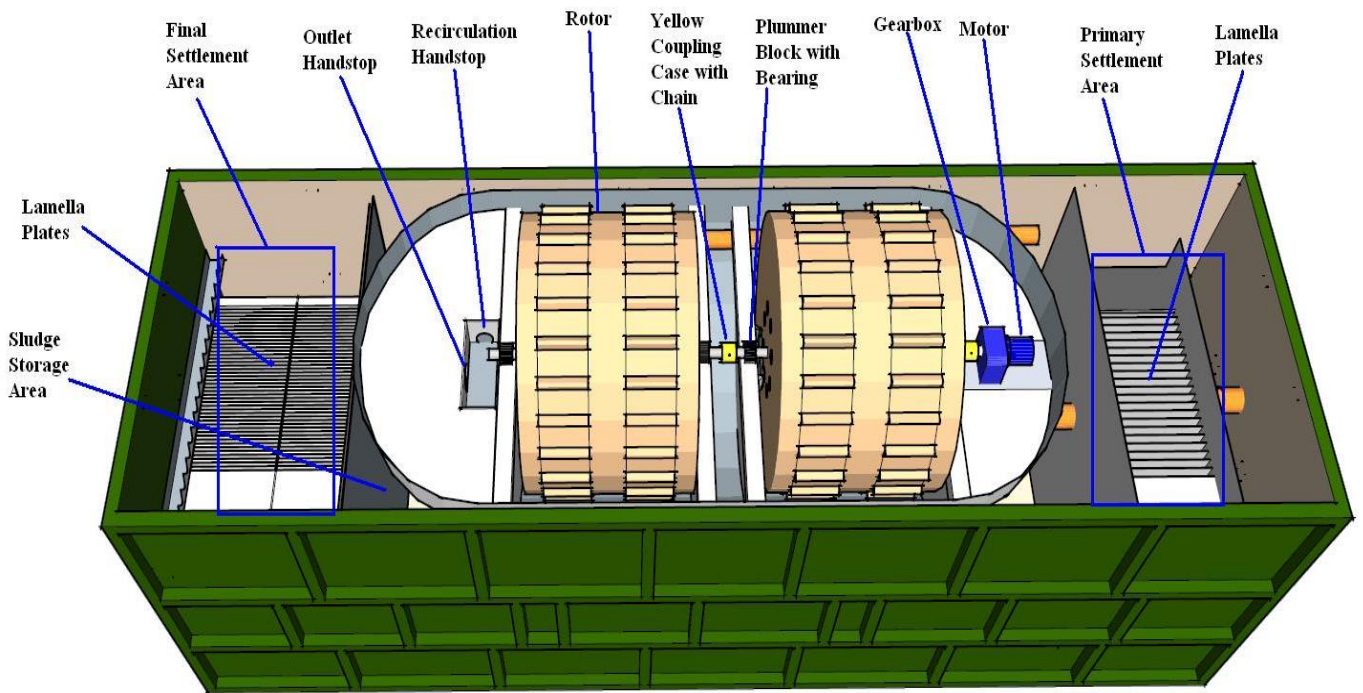
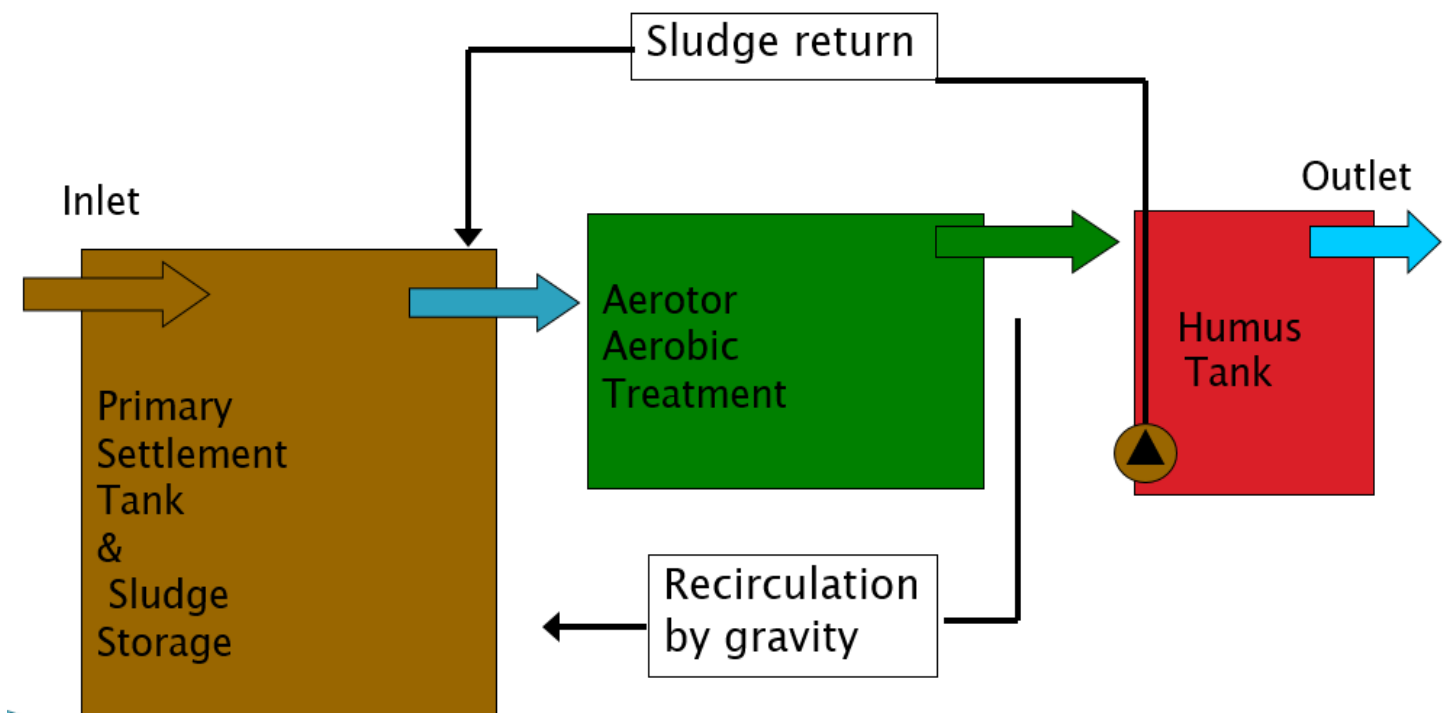


Figure 2: BMS Blivet Process Diagram



**Figure 3: BMS BL3500 Blivet installed below ground**



**Figure 4: BMS BL4000 Blivet's installed above ground**





**MINISTRY OF COMMUNICATIONS WORKS & LABOUR**

Brades, Montserrat 664-491-2522