

# REQUEST FOR PROPOSAL

**John A. Osborne Airport Runway Resurfacing Project**

**Montserrat**

**Technical Consultancy**



MINISTRY OF COMMUNICATIONS, WORKS & LABOUR  
P O BOX 344, BRADES, MONTSERRAT, W I

◆ Tel: (664) 491-2521/2522 ◆ Fax: (664) 491-6659 ◆ E-mail: [mcw@gov.ms](mailto:mcw@gov.ms)

## Key Dates

<b>Activity</b>	<b>Dates</b>
<b>Date ITT Published</b>	<b>19<sup>th</sup> July 2019</b>
<b>Clarification Submission Deadline</b>	<b>5<sup>th</sup> August 2019</b>
<b>Proposal Submission Deadline</b>	<b>14<sup>th</sup> August 2019</b>

## **PART A**

# **Part A**

## **PART A - Background**

### **1 Introduction and Project Overview**

Montserrat, a British Overseas Territory, is a small island developing state in the Caribbean Sea with a population of about 4,500 people. It is located among the string of islands known as the Lesser Antilles and between the neighbouring French territory of Guadeloupe to the south and Antigua to the north. Montserrat is referred to as the “Emerald Isle” due to its lush green landscape and natural beauty.

John A. Osborne airport has been the lifeline of air access for Montserrat since the devastation of the Bramble Airport during the volcanic eruptions. The airport must abide by regional and international regulations to remain open and function as a safe and reliable airport facility. In recent times several audits, studies and recommendations have been made to ensure that the airport meets the relevant regulations to remain operational. One such study is the Aeronautical Study completed in 2015; this study made recommendations for adjustments and improvements to ensure compliance with federal aviation regulations. This project seeks to address the recommendations made by commissioned consultants and auditors over the past several years. It also aims to rectify maintenance issues associated with the declining skid resistance results of the Airport Runway. At the completion of this project it is envisaged that the airport will maintain its aviation compliance certification and there would be a more resilient to natural disasters and improved airport facility that also underpins the improvements in the sectors of Air Access and Tourism.

The resurfacing of the J.A. Osborne Airport Runway falls under the Infrastructure Sector. According to the Government of Montserrat Economic Growth Strategy (EGS), investment in the Airport infrastructure has the potential to generate significant medium to long term benefits as well as short-term or temporary benefits during the construction phase of this project. Investment in infrastructure is interlinked with and vital for the success of many of the proposed investments in the visitor economy, enterprise culture and key sectors of growth in Montserrat. It has become an established fact that the John A. Osborne airport plays a vital role as it relates to access to Montserrat.

## **PART A**

### **Existing Infrastructure**

The J. A. Osborne was constructed in 2005 and has the following features:

- **Terminal Area** – Passenger Terminal Building with a check-in area, departure and arrival lounges.
- **Runway** – The Runway is asphalt surfaced with Dimensions of 596m x 18m
- **Shoulders** – The shoulders are grassed along both sides of the runway.
- **Apron** – Asphalt surfaced pavement with dimensions of 114.7m x 47.9m.
- **Taxiway** – There is a single asphalt taxiway extending from the apron to the runway 70m long and a width of 10.5m.
- **Parking Area** – The general aviation parking area is grassed surfaced and the dimensions of 47m x 48.75m

### **Project Objective**

The primary objective of this assignment is to provide the Government of Montserrat with Technical Consultancy and Supervision Services for the resurfacing of J. A. Osborne Airport runway. The consultants would provide engineering & design services that would ensure the project's execution is within the required standards for the extended design lifespan of the infrastructure and allows the facility to maintain its licences of operation and aerodrome certification. It is key that the Airport runway remains safe within the existing aerodrome limitations.

The key consultancy services would involve the provision of following services;

- An Inception Report.
- A detailed condition assessment of the runway to include skid resistance data, micro and macrotexture surveys, pavement deformation data, base and subbase assessment.
- Topographic surveys.
- Pavement & Asphalt mix designs for resurfacing.
- Environmental Screening Notes and Environmental Management Plan
- Tender document preparation & assessment of tenders (evaluation).
- Supervision of works.
- Project close out reports.

Government of Montserrat and the John A. Osborne Airport Authority will share with the awarded consultant all relevant data to aid the consultant carrying out their assignment in a timely and professional manner.

## **PART A**

### **2 The Authority**

2.1 The Government of Montserrat is the funding agent; the Ministry of Communications, 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.

If you have any queries relating to this RFP, please email them to [Jutleh@gov.ms](mailto:Jutleh@gov.ms) for the attention of MS Harjinder Jutle, Head of Procurement.

**PART B**

**Part B**

**PART B - RFP Overview**

**TABLE OF CONTENTS**

<b>1 Letter of Invitation</b>	<b>6</b>
<b>2 Introduction</b>	<b>7</b>

## PART B

# MINISTRY OF COMMUNICATIONS, WORKS & LABOUR

P O BOX 344, BRADES, MONTSERRAT, W I

◆ Tel: (664) 491-2521/2522 ◆ Fax: (664) 491-6659 ◆ E-mail: [mcw@gov.ms](mailto:mcw@gov.ms)

1<sup>st</sup> July, 2019

Dear Sir/Madam,

**Re: Request for Proposals – J. A. Osborne Airport Montserrat Runway Re-surfacing Project Consultancy.**

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

1. Part A Background
2. Part B Invitation Letter
3. Part C Instruction to Tenderers
4. Part D Evaluation Criteria
5. Part E General Conditions of Contract
6. Part F Service Requirements
7. Part G Templates for completion and submission

Please ensure that you read the instructions and guidance on completing and submitting your proposal documents. Failure to follow the instructions may result in your submission being deemed non-compliant and rejected.

There are two options for submitting a tender;

- Electronic tender submissions can be uploaded via the Mytenders Portal at <https://www.mytenders.co.uk/>.

If you are intending to make an electronic submission to this tender, please register your interest on mytenders at the earliest opportunity. Please ensure that you allow sufficient time to upload your documents.

- Hard copies can be submitted by hand – Please follow the instructions set out below.

Please return a complete document of the priced and signed Form of Tender, Completed Document Check List, signed anti-collusion statement and a copy of your tax compliance certificate (if locally based). These should be placed in an inner envelope and addressed to “**The Chairperson, public procurement Board, Ministry of Finance and Economic Management, Government Headquarters, Brades, MSR 1110, Montserrat.**” The name of the project should also be written on this inner envelope and should read, “**RFP- John A Osborne Airport Runway Resurfacing Project Technical Consultancy**”. The name of the tenderer or company should also be written on the inner envelope.

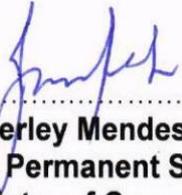
This envelope should be placed into an outer envelope addressed to **The Chairperson, public procurement Board, Ministry of Finance and Economic Management, Government Headquarters, Brades, MSR 1110, Montserrat.** The name of the project should also be written on this outer envelope and should read, “**RFP- John A, Osborne Airport Runway Resurfacing Project Technical Consultancy**”. The outer envelope should bear no identification of the tenderer.

## **PART B**

All Tenders are to be received no later than **12:00p.m** on **Wednesday August 14<sup>th</sup> 2019 (Eastern Caribbean Time)** whether hard copy or electronic. Hard copy tenders are to be taken to the Ministry of Finance and Economic Management, Government Headquarters, Brades where the tenderer would place their tender in the Tender Box and will be given a receipt after this is completed. Please ensure that no additional marks are placed on the outer envelope.

**Bid Opening will be on Wednesday 14<sup>th</sup> August 2019, at 2.00pm.**

Yours faithfully,



.....  
**Beverley Mendes**  
**The Permanent Secretary**  
**Ministry of Communications, Works and Labour**  
**Instructions to Tenderers**

## **PART B**

### **2 Introduction**

The Authority wishes to secure the services of a Technical consultant to conduct an assessment at the John A. Osborne Airport Runway, provide the designs for the resurfacing and technical supervision of the works. The Authority is managing this procurement process in accordance with Government of Montserrat's Public Procurement Regulations (the "Regulations"). This is a supply of services Contract being procured under the open competitive procurement procedure.

The Authority is procuring this contract on behalf of the Government of Montserrat and John A. Osborne Airport Authority.

**Part C** contains the Instructions to Bidders.

**Part D** contains the Bid Evaluation criteria.

**Part E** contains the General Contract Agreement & Contract Conditions

**Part F** contains the Service requirements, key deliverables for the proposed project.

**Part G** contains the templates for the Bidders Response.

Following on from the evaluation of all responsive bids, the Public Procurement Board will award a contract to the most qualified and economically advantageous consultant to undertake the said services for the project.

The Government of Montserrat through the Public Procurement Board reserves the right not to conclude a Contract as a result of the current procurement process.

**PART C**

**Part C**

**PART C - Instructions to Bidders**

**TABLE OF CONTENTS**

<b>1. General</b>	<b>10</b>
<b>2. Type of Contract</b>	<b>11</b>
<b>3. RFP Checklist</b>	<b>11</b>
<b>4. Tax Compliance</b>	<b>11</b>
<b>5. Proposal Validity</b>	<b>11</b>
<b>6. Timescales</b>	<b>11</b>
<b>7. Authority's Contact Details</b>	<b>12</b>
<b>8. Insurance</b>	<b>12</b>
<b>9. Submission of Proposals</b>	<b>12</b>
<b>10. Queries Relating to Proposal</b>	<b>14</b>

## **PART C**

### **1 General**

These instructions are designed to provide guidance for potential bidders intending to submit a proposal. It is important therefore that you provide all the requested information in the format and order specified.

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 submission being deemed non-compliant. Bidders are advised 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 sub-consultant, consortium member and adviser abide 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 services 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.

1.9 It is the sole responsibility of potential bidders to check the Government of Montserrat website Tenders page during the procurement process for any Addendums or updates; <http://www.gov.ms/tenders/>

## **PART C**

### **2 Type of Contract**

2.1 The Montserrat General Conditions of Contract will be adopted for this contract. During the clarification period you can raise any issues relating to the General Conditions of Contract however if your bid is successful and you are awarded a contract these General Contract Conditions will apply and will not be negotiable.

### **3 RFP Checklist**

3.1 Bidders must complete the Form of Proposal, Document Check List, Anti-collusion statement, Technical Questionnaire, Cost Proposal. Failure to fully complete these documents will lead to their bid becoming non-compliant and rejected.

### **4 Tax Compliance**

4.1 The bidder must submit a Tax Compliance Certificate from the Inland Revenue Department along with the bidding documents, if the individual or company is based in Montserrat. 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. 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](mailto:irev@gov.ms).

4.3 All services 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

## PART C

DATE	STAGE
19 <sup>th</sup> July 2019	RFP Published on the Government of Montserrat website <a href="http://www.gov.ms/tenders">www.gov.ms/tenders</a> and myTenders <a href="https://www.mytenders.co.uk/">https://www.mytenders.co.uk/</a>
5 <sup>th</sup> August 2019	Clarification submission deadline
14 <sup>th</sup> August 2019 by 12.00 pm Eastern Caribbean time	RFP Return Date (Submission Deadline).

## 7 Authority's Contact Details

7.1 Unless stated otherwise in these Instructions or in writing from the Authority, all communications from Bidders must be directed to the designated Authority named in Section. 2.1 of **Part A**.

7.2 All communications should be clearly headed “**RFP- John A, Osborne Airport Runway Resurfacing Project Technical Consultancy**” 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 10 – Queries Relating to Bid.

## 8 Insurance

The successful Bidder may be asked to submit details of their current insurance in relation to carrying out consultancy services for this project. Submitting an insurance proposal to cover the intended works shall satisfy this requirement.

## 9 Submission of Bids

9.1 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-consultants, suppliers or advisers in this process.

9.2 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.

## **PART C**

9.3 All Bids will be arithmetically checked; any errors will be brought to the proposer's 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.

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

9.5 **Late Bids will not be accepted.**

9.6 **Submitting a Tender (Bid)**

There are two options for submitting a tender

- **Electronic tender submissions can be uploaded via the Mytenders Portal at**

<https://www.mytenders.co.uk/>

If you are intending to make an electronic submission to this tender, please register your interest on mytenders at the earliest opportunity. Please ensure that you allow sufficient time to upload your documents.

- **Hard copies can be submitted by hand – Please follow the instructions set out below;**

### **Submitting a hard copy of your tender**

You will need two plain envelopes for the Tender submission

You must follow these instructions, failure to do so may result in the bid being non-compliant and not considered any further.

#### Envelope 1.

Follow the steps written below:

1. Write the name of the bidder (Tenderer, Supplier) on this envelope
2. Write the name of the project and the address on the envelope as written below;

#### **Supplier Name (Your Company Name)**

**RFP- John A, Osborne Airport Runway Resurfacing Project Technical Consultancy**

**The Chairperson, public procurement Board,**

**Ministry of Finance and Economic Management,**

**Government Headquarters, Brades,**

**MSR 1110,**

**Montserrat**

3. Now put this envelope into another plain envelope (Envelope 2.)

#### Envelope 2.

Continue following the steps below:

## **PART C**

- Envelope 1 should now be inside this envelope (Envelope 2), seal the envelope and then write the Project Title and address for Tender return.;

**RFP- John A, Osborne Airport Runway Resurfacing Project Technical Consultancy  
The Chairperson, public procurement Board,  
Ministry of Finance and Economic Management,  
Government Headquarters, Brades,  
MSR 1110,  
Montserrat**

**\*NB: Envelope 2 must not have the Bidders name on it or any other markings.** Tenders are to be delivered to the address above. Tenderers will be given a receipt.

## **10 Queries Relating to Bid**

10.1 All requests for clarification about the requirements or the process of this procurement exercise shall be made in accordance with these Instructions and in writing to Ms Harjinder Jutle, Head of Procurment at [Jutleh@gov.ms](mailto:Jutleh@gov.ms)

10.2 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 specific personnel to deal with clarification requests from Bidders

10.3 Clarification requests can be submitted via e-mail to [Jutleh@gov.ms](mailto:Jutleh@gov.ms) from the date shown under PART C Section 6.

10.4 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.

10.5 The Authority reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

**PART D**

**Part D**

**PART D - Bid Evaluation**

**TABLE OF CONTENTS**

1 Introduction	15
2 Evaluation of Bids	15
3 Administrative Compliance (PASS/FAIL)	15
4 Financial Evaluation (40%)	15
5 Technical Questionnaire (20%)	16
6 Bidders Experience (40%)	16
7 Award of Contract	16

## PART D

### 1 Introduction

1.1 The Bid process will be conducted to ensure that Proposals are evaluated in accordance with the published criteria, to ascertain the most technically and economically advantageous Proposal.

### 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 checklist would first be applied and this is either a 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 %
D3	Administrative Compliance	PASS/FAIL
D4	Financial Evaluation	40%
D5	Technical Questionnaire	20%
D6	Bidders Experience	50%

### 3 Administrative Compliance (PASS/FAIL)

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 Proposal 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 only if based in Montserrat need to be submitted with their submission. Bidders should sign and date the Anti-Collusion statement. Similarly details of previous experience must be submitted. The Administrative Compliance which is a Pass/Fail. If **all** the above requirements are fulfilled, then the Bidder would move on to 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 Evaluation (40%)

4.1 Bidders must complete the Form of Proposal 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 services 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. However, no tender with a price submission of 20 percent above the internal estimate will be considered. The internal estimate has also taken into

## **PART D**

consideration current market value. 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 Technical Questionnaire (20%)**

Complete Technical Questionnaire in Part G

### **6 Bidders Experience (40%)**

6.1 Prospective Bidders need to provide information of at least 3 previous contracts completed within the past 10 years of a similar nature to the scope of services presented in 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 services, the location of the services.

6.2 It is also highly desirable and essential that the bidder possess knowledge and experience in carrying out similar work on small airports in small island states and particularly, in the Caribbean region. Additional points will be awarded to any bidder who have carried out similar Aviation Risk Assessment for Solar PV Project within airport settings within the region.

6.3 All bidders must provide with their bid a copy of their credentials and proof that they are fully licenced to undertake Solar PV Installation Services.

### **7 Award of Contract**

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

**PART E**

**Part E**

**PART E - GoM and Consultant Agreement**

**TABLE OF CONTENTS**

**1 General Contract**

**18**

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## **PART E**

### **1 General**

#### **Service Contract**

This Agreement (“the Agreement”) effective as of the ..... day of ..... 2019 is by and between....., an entity having a mailing address of ..... (“Aviation Risk Assessment Technical Consultant or (“ARATC”), and the Ministry of Communications, Works and Labour (MCWL), having a mailing address of P.O Box 344, Brades, Montserrat, MSR1110.

#### **RECITALS:**

WHEREAS, the Ministry of Communications, Works and Labour (MCWL) desires to retain the Technical Consultant to provide services and to undertake the objectives set out in the Terms of Reference; and

WHEREAS, the Technical Consultant desires to perform such services as described in this Agreement.

NOW, THEREFORE, MCWL and the Technical Consultant hereby agree as follows:

#### **1. AIRPORT RUNWAY RESURFACING PROJECT TECHNICAL CONSULTANT**

The **Technical Consultant** represents a company that it is fully experienced and properly qualified to perform the Services as provided under this Agreement as set out in the Terms of Reference, and that it is, and will remain for the duration of this Agreement, properly permitted, licensed, equipped, organized and financed to perform such Services.

#### **2. INDEPENDENT CONTRACTOR**

Except as otherwise expressly provided in this Agreement or otherwise authorized in writing by MCWL, in performing the Services and incurring expenses under this Agreement, the **Technical Consultant** shall operate as, and have the status of, an independent contractor and shall not act as agent or be an agent of the MCWL. As an independent contractor, the **Technical Consultant** shall be solely responsible for determining the means and methods of performing the Services and shall have complete charge and responsibility for the **Technical Consultant** personnel engaged in the performance of the Services.

#### **3. ASSIGNMENT**

The **Technical Consultant** shall not assign any of its rights, interests or obligations under this Agreement or subcontract any of the Services to be performed by it under this Agreement without the express written consent of the MCWL. Any subcontract or Assignment shall be subject to all terms of this Agreement. The MCWL shall have the right to assign this Agreement to a third party upon notice to the **Technical Consultant**.

#### **4. COMPENSATION AND PAYMENT**

For satisfactory performance of the Services, or as may be modified by mutual agreement, the MCWL agrees to compensate the **Technical Consultant** an amount not to exceed .....

## **PART E**

Inclusive of reimbursable expenses, as set forth in the Schedule attached hereto.

### **5. CONFIDENTIALITY**

(a) For purposes of this Clause:

(1) The term “Confidential Information” as used herein means all material and information, whether written or oral, received by the **Technical Consultant** from or through the MCWL or any other person connected with the Project, or developed or otherwise received or obtained by the **Technical Consultant** in connection with the Project or the performance of Services under this Agreement. Confidential Information shall include, but not be limited to, samples, substances and other materials, conversations, correspondence, records, notes, reports and other documents, in draft or final form, including any documentation or data relating to the results of investigations, testing, sampling in laboratory or other analysis, and all conclusions, interpretations, recommendations and/or comments relating thereto.

(2) The term “Technical Consultant” as used herein includes all officers, directors, employees, agents, representatives and sub-consultants of the **Technical Consultant**.

The **Technical Consultant** shall mark all Confidential Information as “Privileged and Confidential” and keep all Confidential Information in a secure location within the **TECHNICAL CONSULTANT** offices. The MCWL shall have the right, but not the obligation, to enter the **TECHNICAL CONSULTANT** offices in order to inspect the arrangements of the **TECHNICAL CONSULTANT** or keeping the Confidential Information secure. No inspection by the MCWL shall relieve the **TECHNICAL CONSULTANT** of the responsibility for the performance of its obligations hereunder.

(b) The **TECHNICAL CONSULTANT** shall hold the Confidential Information in trust and confidence, shall not disclose the Confidential Information or any portion thereof to any third party without the prior written consent of the MCWL, and shall not use the Confidential Information or any portion thereof for any purpose whatsoever except in connection with the performance of the Services under the Agreement.

(c) The **TECHNICAL CONSULTANT** shall notify the MCWL immediately upon receipt by the **TECHNICAL CONSULTANT** of any request for Confidential Information. The **TECHNICAL CONSULTANT** is not prohibited by this Clause from disclosing portions of the Confidential Information if, and to the extent that, such portions have become generally available to the public other than by an act or omission of the **TECHNICAL CONSULTANT** or any of its subcontractors, or disclosure of such portions is required by subpoena, warrant or court order; PROVIDED, however, that in the event that any third party, including but not limited to a governmental employee, officer or entity, requests all or a portion of the Confidential Information, the **TECHNICAL CONSULTANT** shall oppose such request and cooperate with the MCWL in obtaining a protective order or other appropriate remedy unless and until the MCWL in writing

–  
(i) waives compliance with the provisions of this Clause; or

(ii) Determines that disclosure is legally required. In the event that such protective order or other remedy is not obtained, or the MCWL waives compliance with this Clause or determines disclosure is legally required, the **TECHNICAL CONSULTANT** shall disclose only such portions of the Confidential Information that, in the opinion of the MCWL, it is legally required to disclose, and the **TECHNICAL CONSULTANT** shall use its best efforts to obtain from the party to whom the Confidential Information is disclosed written assurance that confidential treatment will be accorded to such portions of the Confidential Information as are disclosed.

## **PART E**

- (d) To the extent the copies of documentary Confidential Information are authorized by the MCWL to be retained by the **TECHNICAL CONSULTANT** they shall be retained in a secure location in the **TECHNICAL CONSULTANT** office for a period of seven (7) years after completion of the Services or termination of this Agreement, and thereafter, disposed of at the MCWL's direction.

### **6. MCWL'S OWNERSHIP OF DOCUMENTS**

Notwithstanding any other provision herein to the contrary:

- (a) Without payment of additional compensation to the **TECHNICAL CONSULTANT**, any documents prepared by the **TECHNICAL CONSULTANT** for this Project shall become the MCWL's property upon completion, cancellation, suspension or termination of the Services or this Agreement and upon payment of all sums due to the **TECHNICAL CONSULTANT** for work properly performed. Reproducible copies of the original documents shall be turned over to the MCWL at that time in a format reasonably acceptable to the MCWL.
- (b) Reuse of any of these documents by the MCWL shall be at the MCWL's risk.

The **TECHNICAL CONSULTANT** shall be permitted to retain copies, including reproducible copies, of any or all documents for such use as it may require, except that use of any document without substantial modification shall be attributed to the MCWL and shall have the MCWL's prior written consent. Any such re-use by the **TECHNICAL CONSULTANT** shall be at its own risk.

To the extent that the MCWL has paid for the **TECHNICAL CONSULTANT** Services under this Agreement, the **TECHNICAL CONSULTANT** hereby grants to the MCWL a non-exclusive, perpetual, royalty-free license to the intellectual property embodied in the documents prepared by the **TECHNICAL CONSULTANT** in connection with the Project. The MCWL may make any changes, additions, and deletions thereto, all without further permission or consent of the **TECHNICAL CONSULTANT**, although the **TECHNICAL CONSULTANT** shall not be liable to the MCWL or any third party as a result of any such changes, additions, or deletions. The MCWL agrees to indemnify, defend and hold harmless the **TECHNICAL CONSULTANT** from and against any damages, losses, costs or expenses (including reasonable attorneys' fees) arising out of any such changes, additions or deletions by the MCWL.

### **7. INDEMNIFICATION**

The **TECHNICAL CONSULTANT** agrees to indemnify, defend and hold harmless the MCWL, against any and all claims, losses, damages, liabilities, costs or expenses (including, without limitation, attorney's fees and costs of litigation and or settlement, whether incurred as a result of a claim by a third party or an indemnity hereunder) arising out of the Services performed pursuant to this Agreement, except to the extent arising out of the negligence or wilful misconduct of the Indemnified Party that is seeking to be indemnified.

### **8. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS OR DISCREPANCIES**

In the case of conflicts, discrepancies, errors or omissions among the various parts of this Agreement, the **TECHNICAL CONSULTANT** shall submit the matter immediately to the MCWL for clarification. Any Services affected by such conflicts, discrepancies, errors or omissions which are performed by the **TECHNICAL CONSULTANT** prior to clarification by the MCWL shall be at the **TECHNICAL CONSULTANT's** risk.

### **9. RESPONSIBILITY TO CORRECT DEFICIENCIES**

It shall be the **TECHNICAL CONSULTANT's** responsibility to correct, in a timely fashion and at the **TECHNICAL CONSULTANT's** sole expense, any deficiencies in its Services resulting from the

## **PART E**

**TECHNICAL CONSULTANT's** failure to act in accordance with the Standard of Care, provided such deficiencies are reported to **TECHNICAL CONSULTANT** within one hundred twenty (120) days after completion of the Services, i.e., on expiry of the Defects Liability Period.

### **10. TERMINATION**

The MCWL may, by written notice to the **TECHNICAL CONSULTANT** effective upon receipt, terminate this Agreement in whole or in part at any time (subject to the provisions of Clause 16 of this Agreement), either for the MCWL's convenience or for the default of the **TECHNICAL CONSULTANT** provided, however, that such termination shall not relieve the MCWL of its obligation to pay charges justly due to the **TECHNICAL CONSULTANT** or Services properly performed and expenses properly incurred prior to such termination. Upon termination, the **TECHNICAL CONSULTANT** shall deliver to the MCWL all documents required to be delivered pursuant to Clauses 6 and 7.

### **11. FORCE MAJEURE**

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party, and which by that party's exercise of due diligence and foresight could not reasonably have been avoided. Upon removal of such cause, the party affected shall resume its performance as soon as reasonably possible. Neither the **TECHNICAL CONSULTANT's** financial inability to perform nor an event, which could have been prevented, had the **TECHNICAL CONSULTANT** acted in accordance with the Standard of Care shall be deemed to be an event of Force Majeure.

### **12. WAIVER**

The failure of the MCWL to enforce, at any time, the provisions of this Agreement does not constitute a waiver of such provisions in any way or waive the right of the MCWL at any time to avail itself of such remedies as it may have for any breach or breaches of such provisions. None of the conditions of this Agreement shall be considered waived by the MCWL unless such waiver is explicitly given in writing by the MCWL. No such waiver shall be a waiver of any past or future default, breach or modification of any of the terms or conditions of this Agreement unless expressly stipulated in such waiver.

### **13. GOVERNING LAW**

This Agreement shall be governed by the laws of Montserrat, without regard to its conflict of law's provisions.

### **14. ENTIRE AGREEMENT AND SEVERABILITY**

The rights and obligations of the parties, and their respective agents, successors and assignees hereunder shall be subject to and governed by this Agreement, including Schedules "A", "B", which supersedes any other understandings or writings between the parties. No changes, amendments or modifications of any of the terms and conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. The invalidity of one provision, or invalid application thereof, of this Agreement shall not affect the validity of any other provision or any other application of any provision of the Agreement.

### **15. DISPUTE RESOLUTION**

- (a) Any controversy or claim arising out of or relating to this Agreement or the breach hereof, shall be subject to good faith negotiation and/or mediation as a condition precedent to binding dispute resolution. The MCWL and the **TECHNICAL CONSULTANT** will attempt in good faith to promptly

**PART E**

resolve any controversy or claim arising out of or relating to this Agreement or the breach thereof by negotiations between representatives of each party who have authority to settle the controversy. The disputing party shall give the other party written notice of the dispute, which notice shall include a general description of the dispute, and the name and title of the individual who will represent that party. The representatives shall meet at a mutually acceptable time and place within seven (7) calendar days after the date of the disputing party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

- (b) If good faith negotiations are not successful, the parties shall endeavour to resolve their disputes by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 45 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If binding dispute resolution is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the mediators (s) and agree upon a schedule for later proceedings.
- (c) If the dispute has not been settled within 45 calendar days after the date of the disputing party's notice under Clause 15 (a) above, any lawsuit or proceeding regarding or relating to an unresolved dispute between the parties, regardless of whether there are other parties to the dispute, shall be commenced and filed in Montserrat.
- (d) The **TECHNICAL CONSULTANT** shall and shall cause its sub consultants, if any, to continue full performance under this Agreement pending the above claim resolution procedures and the ensuing litigation proceedings, if any, unless and until either MCWL the **TECHNICAL CONSULTANT** terminates this Agreement or the Final Completion Date occurs.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the dates set forth below, to be deemed effective as of the date first written above.

JOHN A. OSBORNE AIRPORT MONTSERRAT RUNWAY RESURFACING PROJECT  
(**TECHNICAL CONSULTANT**):

.....

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2019

**PART E**

## **PART F**

# **Part F**

## **PART F – Terms of Reference**

### **Terms of Reference**

These Terms of Reference relate to the provision of Technical Consultancy Services for the resurfacing John A. Osborne Airport Runway & Apron, Montserrat.

### **Objectives**

The primary objective of this assignment is to provide the Government of Montserrat with Technical Consultancy and Supervision Services for the resurfacing of J. A. Osborne Airport runway. The consultants would provide engineering & design services that would ensure the project's execution is within the required standards for the extended design lifespan of the infrastructure and allows the facility to maintain its licences of operation and aerodrome certification. It is key that the Airport runway remains safe within the existing aerodrome limitations.

The key consultancy services would involve the provision of following services;

- An inception reports.
- A detailed condition assessment of the runway to include skid resistance data, micro and macro texture surveys, pavement deformation data, base and subbase assessment.
- Topographic surveys of the Runway & Apron.
- Pavement & Asphalt mix designs & estimated cost for resurfacing.
- Environmental Screening Notes and Environmental Management Plan
- Tender document preparation & assessment of tenders.
- Supervision of works.
- Project close out reports.

Government of Montserrat and the John A. Osborne Airport Authority will share with the awarded consultant all relevant data to aid the consultant carrying out their assignment in a timely and professional manner.

## **PART F**

### **Background**

John A. Osborne airport built in 2005, has been the lifeline of air access for Montserrat since the devastation of the Bramble Airport during the volcanic eruptions. The airport must abide by regional and international regulations to remain open and function as a safe and reliable airport facility. In recent times several audits, studies and recommendations have been made to ensure that the airport meets the relevant regulations to remain operational. One such study is the Aeronautical Study completed in 2015; this study made recommendations for adjustments and improvements to ensure compliance with federal aviation regulations. This project seeks to address the recommendations made by commissioned consultants and auditors over the past several years. It also aims to rectify maintenance issues associated with the declining skid resistance results of the Airport Runway. At the completion of this project it is envisaged that the airport will maintain its aviation compliance certification and there would be a more resilient to natural disasters and improved airport facility that also underpins the improvements in the sectors of Air Access and Tourism.

The resurfacing of the J.A. Osborne Airport Runaway falls under the Infrastructure Sector. According to the Government of Montserrat Economic Growth Strategy (EGS), investment in the Airport infrastructure has the potential to generate significant medium to long term benefits as well as short-term or temporary benefits during the construction phase of this project. Investment in infrastructure is interlinked with and vital for the success of many of the proposed investments in the visitor economy, enterprise culture and key sectors of growth in Montserrat. It has become an established fact that the John A. Osborne airport plays a vital role as it relates to access to Montserrat.

The project involves the resurfacing of the J. A. Osborne Airport runaway & Apron. It is geared towards extending the design life expectancy of the runway and is following the regulatory requirements and maintenance plan. The resurfacing of the runway and apron would assist in improving the skids resistance of the infrastructure.

### **Expertise Required**

It is for the consultant to propose what expertise is required for the satisfactory conclusion of this assignment. As a guide, consultants will be expected to cover the Work requirements set out in this assignment and would essentially requires an Airport Runway pavement specialist/s, cable of completing the pavement structure redesign and mix designs. Specialist for the supervision of the works.

### **Scope of Service**

The consultant must provide all the design specifications and drawing details for the pavement contractor to execute the resurfacing of the J. A. Osborne Airport Runway.

The design of runway resurfacing is to provide the basis for assessment of impacts on the airport operation and the consultant must establish the estimated cost for project construction. The Consultant shall review all relevant documentation regarding airport infrastructure, operation, runway

## **PART F**

facilities/systems/equipment/utilities (such as CNS, ILS, AGL/PAPI, AWOS, lightings, Nav aids, etc.), runway markings and environmental characteristics, as well as risk analysis.

The consultant shall provide an Inception & Preliminary Design Report with design options for resurfacing or overlaying, for the clients consideration including the design statement specifying the applied codes and standards, design aircraft load, estimation of PCN value after strengthening, design drawings, pavement structural calculations based on the existing pavement system, analysis and plan for necessary adjustments or operational limitations adaptation/mitigation regarding airport facilities/systems/equipment/utilities (during different stages of construction period and after construction period).

The consultant must provide information on the technical specifications for anti-rutting and anti-reflection cracking measures, prevention of pavement fatigue, repair works for existing subbase if necessary, before resurfacing.

A material list would be required with material mixture formula and analysis of availability of source, quality control plan and testing criteria for material and workmanship, value engineering management, construction cost estimate, life cycle cost and maintenance cost estimate, defects repair and maintenance scheme during future operation (including but not limited to rutting, budging, delamination, diesel & oil spillage types of damages, etc.).

A construction feasibility study with recommended construction programme and phasing coordinated with the airport operator and airlines slots, analysis of the impacts of some design elements on the environment, airport security during construction, aviation operation and risk analysis with mitigation measures, maintenance guidelines, etc.

The consultant shall also include works for site and geotechnical investigation, pavement tests and analysis, site and topographic survey that will be necessary for delivery of the design of runway resurfacing.

### **Project Requirements:**

#### **Milestone 1: Project Initiation Meeting, Site Visit and Data Collection**

A Site Visit will be held with the Consultant, GoM, Airport Authority, Air Traffic Controls and Airline Companies regularly operating out of the John A. Osborne Airport (local team), no later than two (2) weeks after Notice to Proceed (NTP). During this meeting and site visit, the Consultant should plan to carry out the following activities:

- Meet with the local team to review the ToR and objectives, communication protocols, security protocols and assignment schedule.
- Acquire additional data as needed to fill gaps related to the project from Airport Authority, Air Traffic Controls and Airline Companies regularly operating out of the John A. Osborne Airport.
- Conduct Field Visit to the John A. Osborne Airport and surrounding areas in addition to any other locations the consultant deems relevant.

## **PART F**

**Milestone 2: Inception reports, Preliminary Design Options & Costings**

**Milestone 3: Finalised Designs & Preparation of tender documents**

**Milestone 4: Supervised the completion of the resurfacing works.**

**Milestone 5: Project closure report and lessons learnt.**

### **Project Schedule**

<b>Work Package</b>	<b>Deliverable</b>	<b>Milestone</b>
	Project Initiation Meeting, Site Visits and Data Collection	
	Inception reports, Preliminary Design Options & Costings	
	Finalised Designs & Preparation of tender documents	
	Supervised the completion of the resurfacing works.	
	Project closure report and lessons learnt	

### **Consultant’s Qualifications**

The Consultant must demonstrate extensive experience in Airport Runway pavement design and construction generally and specially relating to resurfacing and mix designs.

Overall experience working with small airports is essential.

All key expert (s) will have to demonstrate appropriate academic qualification in their respective discipline, combined with a minimum of 10 years of relevant experience handling similar assignments related to resurfacing of runways.

## **PART F**

### **Reporting**

The consultant will report to the Permanent Secretary, Ministry of Communications, Works and Labour (MCWL), through the Project Manager for the 750 KW Solar Project. The main point of contact for MCWL for this assignment will be, Rawlson Patterson, PWD Director (Ag), MCWL, GoM; [Pattersonr@gov.ms](mailto:Pattersonr@gov.ms).

**PART G**

**PART G**

**PART G - BIDDERS RESPONSE**

**TABLE OF CONTENTS**

1	RFP Document Checklist	28
2	Form of Proposal	29
3	Proposal Submission Ant-Collusion Certificate	31
4	Project Experience	33
5.	Technical Questionnaire Criteria	34
6.	Technical Questionnaire	35
7.	Anti-Collusion Statement	

## **PART G**

### **2 RFP Document Checklist**

Project Title: **Request for Proposals – J. A. Osborne Airport Montserrat Runway Re-surfacing Project Consultancy.**

Date RFP advertised: **Friday 19<sup>th</sup> July 2019**

Proposal Deadline Date: **Wednesday 14th August 2019**

Proposal Deadline Time: **12:00pm** midday

Below are the following documents that must be submitted for a consultant'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 Proposal (**Including time for completion and notice period**)

Tax Compliance Certificate (**If locally registered in Montserrat**)

Signed Anti-Collusion Statement

Bidders Company Details

Completed Technical Questionnaire

.....  
Authorized Signature

..... Bidders  
Date

**PART G**

**3 Form of Proposal**

The Chairperson  
Departmental Tender Committee  
Ministry of Communications, Works and Labour  
Brades  
Montserrat

Dear Sir/Madam;

**Re: John A. Osborne Airport Montserrat Runway Resurfacing Project Technical Consultancy**

I/We the undersigned undertake to complete the above Services in accordance with the General Conditions of Contract, Terms of reference and for the sum of:

EC\$

.....

(Amount in Words):

.....  
.....

If my/our proposal is accepted, I/We undertake to commence the Services within \_\_\_\_\_ **days** from the date of the contract signing, and complete the services within \_\_\_\_\_ **days** from the date of the contract signing.

I/We understand that I/We shall not be reimbursed for any cost that may have been incurred in compiling this proposal.

I/We confirm this proposal shall remain valid for a period of 90 days from the date of submission of this proposal.

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)

I/We the undersigned accept the General Conditions of Contract contained within this ITT.

Name: .....

Signed: .....

**PART G**

Name of firm (If Applicable): .....

Address: .....

.....  
.....

Tel #: .....

Fax #: .....

Email Address: .....

Date: .....

## **PART G**

### **4 Proposal Submission Ant-Collusion Certificate**

I/we certify that this proposal is made in good faith, and that we have not fixed or adjusted the amount of the proposal 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 proposal price or any other figures or other information in connection with the proposal 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-consultant (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 proposing exercise

Enter into any agreement or arrangement with any person that they shall refrain from proposing, that they shall withdraw any proposal once offered or vary the amount of any proposal 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 proposal or proposed proposal 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 proposal 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-consultants, suppliers and associated companies providing services or materials connected with the proposal and any contract entered into with such sub-consultants, 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 proposal being disqualified and may lead to criminal or civil proceedings. The government of Montserrat shall treat any proposal 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 services or who may now or at any time in the future have statutory power to require disclosure of this proposal.

In this certificate, the word 'person' includes any persons and anybody or association, incorporated or unincorporated; any agreement or arrangement includes any transactions, formal or informal and whether legally binding or not; and 'the work' means the work in relation to which this proposal is made.

Signature: .....

In capacity of: .....

Date: .....2019

Duly authorised to sign proposals and acknowledge the contents of the anti-collusion certificate for and on behalf of:

Name of firm: .....

**PART G**

Full postal address: .....

Contact No. ....

**PART G**

**4 Project Experience**

4.1 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 G****5. Technical Questionnaire Criteria****Quality Evaluation**

Quality will be measured upon evaluation of Bidders' responses to the Technical Questionnaire. Each question in the Technical Questionnaire is marked using the following scores:

<b>Scoring - Quality Criteria</b>	
<b>Rating of Response</b>	<b>Score</b>
<b>Very Good or Fully Compliant</b> Submission which meets all requirements and is fully explained in comprehensive detail. Clearly includes all the information requested and instils full confidence that the Tenderer has the ability to fully meet the requirements of the Contract.	9 – 10
<b>Good or Fully Compliant</b> Submission which meets all the requirements and is explained in reasonable detail. Includes all the information requested and instils reasonable confidence that the Tenderer has the ability to fully meet the requirements of the Contract.	7 – 8
<b>Satisfactory or Compliant</b> Submission which meets the essential requirements and is explained in adequate detail. Although brief or lacking some detail, all the information requested has been supplied and the Council is relatively confident that the Tenderer has the ability to meet the requirements of the Contract.	5 – 6
<b>Weak or Partially Compliant</b> (Minor issues) Submission which in some areas falls short of requirements and is poorly explained. Not all of the information requested has been supplied and The Council has minor concerns regarding the Tenderers ability to meet the requirements of the Contract.	3 – 4
<b>Unacceptable or Non-Compliant</b> (Major issues) Submission which clearly fails to meet requirements and is not explained. Key information requested has not been supplied and the Council has major concerns regarding the Tenderers ability to meet the requirements of the Contract.	1 – 2
An answer to the question has not been provided or the Tenderer has not understood the requirements of the question and therefore the answer provided does not address the question.	0

## **PART G**

### **6. Technical Questionnaire**

Weighted quality scores will be calculated by multiplying the score for each quality question by its individual weighting. The weighted scores will be totalled for each bid.

<p><b>Question 1: (20%)</b> Please describe your knowledge of Airport Runway Resurfacing methodology</p>
<p><b><i>Bidders response:</i></b></p>
<p><b>Question 2: (10%)</b> Please describe your expertise in assessing runway pavement conditions and designing for resurfacing</p>
<p><b><i>Bidders response:</i></b></p>
<p><b>Question 3: (10%)</b> Please describe your approach to project management &amp; supervision and include project management tools that you will utilise to deliver the scope of services, outputs and deliverables.</p>
<p><b><i>Bidders response:</i></b></p>
<p><b>Question 4: (45%)</b> Please outline what expertise and experience on assessment of material and Airport Runway pavement mix designs;</p>
<p><b><i>Bidders Response:</i></b></p>
<p><b>Question 5 (10%)</b> Please outline your approach to ensuring that key outputs and deliverables are met within the required timescales.</p>

**PART G**

***Bidders Response:***

**Question 6 (5%)**

What resources will you dedicate to the completion of this project?  
Please include your availability, on site and off site, working days and hours.

***Bidders Response:***