

## **PUBLIC WORKS**

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Cayman Islands

## **Request for Quotations**

### **SMITH BARCADERE REDEVELOPMENT PROJECT**

Request for Quotations No.: **T2019/007**

**SMITH BARCADERE REDEVELOPMENT PROJECT**

Issued: Monday, December 23, 2019

Submission Deadline: Friday, January 24, 2020 at 12 noon local time

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# PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

## 1.1 Invitation to Respondents

This Request for Quotations (the “RFQ”) is an invitation by the Cayman Islands Government (“CIG”) to prospective respondents to submit non-binding quotations for **The Smith Barcadere Redevelopment Project**, as further described in Section A of the RFQ Particulars (Appendix D) (the “Deliverables”).

The Public Works Department is seeking to employ the services of a general contractor on Block 7C Parcel 140 as outlined. The scope of work entails the construction of a carpark, and a new office and restroom facility and all the additional features as prescribed by the drawings and details. Note that the renovations to the existing restroom does not form a part of this phase of the project.

## 1.2 RFQ Contact

For the purposes of this procurement process, the “RFQ Contact” will be:

**Alan Robinson, Project Manager**

Public Works Department  
370 North Sound Road  
George Town, Grand Cayman

Email Contact: [alan.robinson@gov.ky](mailto:alan.robinson@gov.ky)

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of CIG, other than the RFQ Contact, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent’s quotation.

## 1.3 Type of Contract for Deliverables

The selected respondent will be requested to enter into a contract for the provision of the Deliverables on the terms and conditions set out in the Form of Agreement (**Appendix A**) (the “Agreement”). It is CIG’s intention to enter into a contract with only one (1) legal entity. The term of the contract is to be for a period of 1 year, with an option in favor of CIG to extend the contract on the same terms and conditions for an additional term of up to 1 year.

## 1.4 RFQ Timetable

|                                    |   |
|------------------------------------|---|
| Issue Date of RFQ                  | Monday, December 30, 2019               |
| Deadline for Questions             | Wednesday, January 15, 2020 @ 5.00 p.m. |
| Submission Deadline                | Friday, January 24, 2020 @ 12.00 p.m.   |
| Anticipated Execution of Agreement | Friday, February 14, 2020               |

The RFQ timetable is tentative only, and may be changed by CIG at any time. For greater clarity, business days mean all days that CIG is open for business.

## 1.5 Submission of Quotations

Please follow these instructions to submit via our Public Portal.

### 1.5.1 Prepare your submissions materials:

| Name   | Type                  | # Files | Requirement |
|--|-----------------------|---------|-------------|
| Submission Form ( Appendix B - Section B.4)                            | File Type: PDF (.pdf) | 1       | Required    |
| Contractor General Information & Experience (Appendix B – Section B.5) | File Type: PDF (.pdf) | 1       | Required    |
| Pricing Form (Appendix C)  | File Type: PDF (.pdf) | 1       | Required    |
| CI Trade and Business License  | File Type: PDF (.pdf) | 1       | Required    |
| Bank Reference Letter  | File Type: PDF (.pdf) | 1       | Required    |
| Health & Pension Clearance   | File Type: PDF (.pdf) | 1       | Required    |
| Insurance Capability   | File Type: PDF (.pdf) | 1       | Required    |
| Contractor's Programme/Gantt Chart                                     | File Type: PDF (.pdf) | 1       | Required    |
| Methodology  | File Type: PDF (.pdf) | 1       | Required    |

### Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB. Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

### 1.5.2 Upload your submission at:

<https://cayman.bonfirehub.com/projects/view/20370>

The Q&A period for this opportunity starts **Monday, December 30, 2019**. The Q&A period for this opportunity ends **Friday, January 17, 2020**. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Friday, January 24, 2020 at 12:00 noon**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

**Important Notes:**

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

**For Assistance**

Cayman Islands Government uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

**1.5.3 Amendment of Quotations**

Respondents may amend their quotations prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFQ title and number and the full legal name and return address of the respondent to the location set out above. Any amendment should clearly indicate which part of the quotation the amendment is intended to amend or replace.

**1.5.4 Withdrawal of Quotations**

At any time throughout the RFQ process until the execution of a written agreement for provision of the Deliverables, a respondent may withdraw a submitted quotation. To withdraw a quotation, a notice of withdrawal must be sent to the RFQ Contact and must be signed by an authorized representative of the respondent. CIG is under no obligation to return withdrawn quotations.

[End of Part 1]

## **PART 2 – EVALUATION AND AWARD**

### **2.1 Stages of Evaluation**

CIG will conduct the evaluation of quotations in the following stages:

### **2.2 Stage I – Mandatory Submission Requirements**

Stage I will consist of a review to determine which quotations comply with all of the mandatory submission requirements. If a quotation fails to satisfy all of the mandatory submission requirements, CIG will issue the respondent a rectification notice identifying the deficiencies and providing the respondent an opportunity to rectify the deficiencies. If the respondent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be excluded from further consideration. The Rectification Period will begin to run from the date and time that CIG issues a rectification notice to the respondent. **The mandatory submission requirements are listed in Appendix B - Section B.1**

### **2.3 Stage II – Evaluation**

Stage II will consist of the following sub-stage:

#### **2.3.1 Rated Criteria**

CIG will evaluate each qualified quotation on the basis of the rated criteria as set out in **Appendix B – Section B.3**

### **2.4 Stage III – Pricing**

Stage III will consist of a scoring of the submitted pricing in each qualified quotation in accordance with the price evaluation method set out in the **Appendix C – Section C.1**. The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

### **2.5 Selection of Top-Ranked Respondent**

After the completion of Stage III, all scores from Stage II and Stage III will be added together and respondents will be ranked based on their total scores. Subject to the process rules contained in the Terms and Conditions of the RFQ Process (Part 3), the top-ranked respondent will be invited to enter into the Agreement in accordance with Part 3. In the event of a tie, the selected respondent will be determined by a simple random method chosen in CIG's sole discretion. The tied proponents will be notified in advance of the date and time for the tie breaker and the method of selection. This tie breaker will be conducted in front of witnesses and a representative of each of the tied proponents will be invited to attend. The selected respondent will be notified in writing and will be expected to satisfy any applicable conditions of this RFQ, including the preconditions of award listed in **Appendix B – Section B.2**, and enter into the Agreement within the timeframe specified in the selection notice. Failure to do so may result in the disqualification of the respondent and the selection of another respondent or the cancellation of the RFQ.

[End of Part 2]

## **PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 Respondents to Follow Instructions**

Respondents should structure their quotations in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response made in a quotation should reference the applicable section numbers of this RFQ.

#### **3.1.2 Quotations in English**

All quotations are to be in English only.

#### **3.1.3 No Incorporation by Reference**

The entire content of the respondent's quotation should be submitted in a fixed form, and the content of websites or other external documents referred to in the respondent's quotation but not attached will not be considered to form part of its quotation.

#### **3.1.4 References and Past Performance**

In the evaluation process, CIG may include information provided by the respondent's references and may also consider the respondent's past performance or conduct on previous contracts with CIG or other institutions.

#### **3.1.5 Information in RFQ Only an Estimate**

CIG and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFQ or issued by way of addenda. Any quantities shown or data contained in this RFQ or provided by way of addenda are estimates only, and are for the sole purpose of indicating to respondents the general scale and scope of the Deliverables. It is the respondent's responsibility to obtain all the information necessary to prepare a quotation in response to this RFQ.

#### **3.1.6 Respondents to Bear Their Own Costs**

The respondent will bear all costs associated with or incurred in the preparation and presentation of its quotation, including, if applicable, costs incurred for interviews or demonstrations.

#### **3.1.7 Quotation to be retained by CIG**

CIG will not return the quotation or any accompanying documentation submitted by a respondent.

#### **3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract**

CIG makes no guarantee of the value or volume of work to be assigned to the successful respondent. The contract with the selected respondent will not be an exclusive contract for the provision of the described Deliverables. CIG may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

### **3.2 Communication after Issuance of RFQ**

#### **3.2.1 Respondents to Review RFQ**

Respondents should promptly examine all of the documents comprising this RFQ, and may direct questions or seek additional information in writing by email to the RFQ Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFQ Contact. CIG is under no obligation to provide additional information, and CIG is not responsible for any information provided by or obtained from any source other than the RFQ Contact. It is the responsibility of the respondent to seek clarification from the RFQ Contact on any matter it considers to be unclear. CIG is not responsible for any misunderstanding on the part of the respondent concerning this RFQ or its process.

### **3.2.2 All New Information to Respondents by Way of Addenda**

This RFQ may be amended only by addendum in accordance with this section. If CIG, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated to all respondents by addendum. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Respondents are responsible for obtaining all addenda issued by CIG. In the Submission Form (Appendix B), respondents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

If CIG determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, CIG may extend the Submission Deadline for a reasonable period of time.

### **3.2.4 Verify, Clarify and Supplement**

When evaluating quotations, CIG may request further information from the respondent or third parties in order to verify, clarify or supplement the information provided in the respondent's quotation, including but not limited to clarification with respect to whether a quotation meets the mandatory technical requirements set out in Section C of the RFQ Particulars (Appendix D). CIG may revisit and re-evaluate the respondent's response or ranking on the basis of any such information.

## **3.3 Notification and Debriefing**

### **3.3.1 Notification to Other Respondents**

Once an agreement is executed by CIG and a respondent, the other respondents will be notified directly in writing of the outcome of the procurement process.

### **3.3.2 Debriefing**

Respondents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFQ Contact and must be made within sixty (60) days of such notification. The intent of the debriefing information session is to aid the respondent in presenting a better quotation in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

### **3.3.3 Procurement Protest Procedure**

If a respondent wishes to challenge the RFQ process, it should provide written notice to the RFQ Contact in accordance with CIG's procurement protest procedures. The notice must provide a detailed explanation of the respondent's concerns with the procurement process or its outcome.

## **3.4 Conflict of Interest and Prohibited Conduct**

### **3.4.1 Conflict of Interest**

CIG may disqualify a respondent for any conduct, situation or circumstances, determined by CIG, in its sole and absolute discretion, to constitute a Conflict of Interest, as defined in the Submission Form (**Appendix B – Section B.4**).

### **3.4.2 Disqualification for Prohibited Conduct**

CIG may disqualify a respondent, rescind notice of selection or terminate a contract subsequently entered into if CIG determines that the respondent has engaged in any conduct prohibited by this RFQ.

### **3.4.3 Prohibited Respondent Communications**

Respondents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (**Appendix B – Section B.4**).

### **3.4.4 Respondent Not to Communicate with Media**

Respondents must not at any time directly or indirectly communicate with the media in relation to this RFQ or any agreement entered into pursuant to this RFQ without first obtaining the written permission of the RFQ Contact.

### **3.4.5 No Lobbying**

Respondents must not, in relation to this RFQ or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful respondent(s).

### **3.4.6 Illegal or Unethical Conduct**

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Respondents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of CIG; deceitfulness; submitting quotations containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFQ.

### **3.4.7 Past Performance or Past Conduct**

CIG may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honor its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by CIG, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest

## **3.5 Confidential Information**

### **3.5.1 Confidential Information of CIG**

All information provided by or obtained from CIG in any form in connection with this RFQ either before or after the issuance of this RFQ

- (a) is the sole property of CIG and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFQ and the performance of any subsequent contract for the Deliverables, except as required by law or by order of a court;
- (c) must not be disclosed without prior written authorization from CIG; and
- (d) must be returned by the respondent to CIG immediately upon the request of CIG

### **3.5.2 Confidential Information of Respondent**

All proposals and other information submitted to CIG in relation to this RFQ become property of CIG and, subject to the provisions of the Freedom of Information Law (2015 Revision), will be held in confidence.

A respondent should identify any specific information in its quotation or any accompanying documentation supplied in confidence for which confidentiality is expected to be maintained by CIG. The confidentiality of such information will be maintained where it is legally protected, or by order of a court.

Respondents are advised that their quotations will, as necessary, be disclosed on a confidential basis to advisers retained by CIG to advise or assist with the RFQ process, including the evaluation of quotations. If a respondent has any questions about the collection and use of any information, including personal information, pursuant to this RFQ, questions should be submitted to the RFQ Contact.

## **3.6 Procurement Process Non-binding**

### **3.6.1 No Process Contract and No Claims**

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFQ will not give rise to any contract-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the respondent nor CIG will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a quotation submitted in response to this RFQ.

### **3.6.2 No Contract until Execution of Written Agreement**

This RFQ process is intended to solicit non-binding quotations for consideration by CIG and may result in an invitation by CIG to a respondent to enter into the Agreement. No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and CIG by this RFQ process until the execution of a written agreement for the acquisition of such goods and/or services.

### **3.6.3 Non-binding Price Estimates**

While the pricing information provided in quotations will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the quotations and the ranking of the respondents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of CIG to enter into an agreement for the Deliverables.

### **3.6.4 Cancellation**

CIG may cancel or amend the RFQ process without liability at any time.

## **3.7 Governing Law and Interpretation**

These Terms and Conditions of the RFQ Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and must not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the Cayman Islands.

[End of Part 3]

## APPENDIX A – FORM OF AGREEMENT

**GC/WORKS/2 without Quantities (1998),**

**Amended for use in Cayman Islands (2004)**

### **(DRAFT) CONTRACT AGREEMENT**

Works: **Smith Barcadere Redevelopment Project**

Site: **Block 7C, Parcel 140**

THIS AGREEMENT is made this XX June 2020

BETWEEN:

**Cayman Islands Government**

acting herein and represented by the \_\_\_\_\_

**("the Employer")**

Of

5th Floor Government Administration Building  
Box 111, 133 Elgin Avenue  
George Town  
Grand Cayman KY1-9000

AND

**(Contractor Name)**

**("The Contractor")**

Whose registered office is situated at

**(Contractor Address)**

**WHEREAS:**

1. The Employer requires construction services for the Smith Barcadere Redevelopment Project at Block 7C, Parcel 140 ("the Works") and issued a Request for Quotation in respect of the Works.
2. The Contractor submitted a fixed-price proposal dated (.....) in response to the Request for Quotation.
3. The Employer has accepted the Contractor's fixed-price proposal for the carrying out of the Works and the Contractor has agreed to carry out the Works in accordance with the terms and conditions of this Contract Agreement.

**NOW THIS AGREEMENT WITNESSETH** as follows:

- 1.1 The General Conditions of Contract for Building & Civil Engineering Works **GC/Works/2 Without Quantities (1998)**, amended for use in Cayman Islands (2004), and the other documents comprising the Contract as defined in the General Conditions, copies of all of which are annexed or have been signed for identification purposes by or on behalf of the Employer and the Contractor. Any disputes, differences or questions arising out of or relating to the Contract shall be resolved in accordance with Conditions 42 (Adjudication) and 43 (Arbitration and choice of law) of the General Conditions.

- 1.2. Copies of these documents are annexed hereto and have been signed for identification purposes by or on behalf of the respective parties hereto.
- 1.3. Any disputes, differences or questions arising out of or related to the Contract shall be resolved in accordance with Condition 42 (Adjudication) and Condition 43 (Arbitration and Choice of Law) of the General Conditions.
- 1.4. Each party warrants that the undersigned has obtained all requisite authority and permissions to enter into this Agreement.

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

Signed for and on behalf of:

**THE GOVERNMENT OF THE CAYMAN ISLANDS**

( \_\_\_\_\_ )

|                     |  |
|---------------------|--|
| Print Name & Title: |  |
| Signature:          |  |
| Date:               |  |

Signed for and on behalf of **[Contractor]**

|                     |  |
|---------------------|--|
| Print Name & Title: |  |
| Signature:          |  |
| Date:               |  |

In the presence of:

|                     |  |
|---------------------|--|
| Print Name & Title: |  |
| Signature:          |  |
| Date:               |  |

## **Contract Abstract of Particulars**

Works: **Smith Barcadere Redevelopment Project**

Site: **Block 4D, Parcel 510**

### **Condition 1(1) (Definitions, etc.) Employer**

The Employer shall be the **Public Works Department**

### **Conditions 1(1) (Definitions, etc.): Project Manager, and 4(1) (Delegations and representatives)**

The Project Manager shall be Public Works Department whose registered office is at

370 North Sound Rd,  
Grand Cayman, KY1-1005

AND who shall act generally on behalf of the Employer in carrying out those duties described in the Contract, subject to the following excluded matters: **N/A**

In relation to such excluded matters, the person or persons authorized to act for the Employer are:

### **Condition 1(1) (Definitions, etc.): Date of Completion**

The Date of Completion of the works shall be period of **4 Months** from Contract Start Date *(or such other period agreed prior to Contract signing.)*

### **Condition 2A (Contractor's Documents)**

The time for the PM to review and comment on the Contractor's Documents shall be 14 Days, after the receipt of the Contractor's Documents, submitted in accordance with the Contract. If no time is stated, the period allowed shall be 14 Days.

### **Condition 5 (Insurance)**

The minimum amount insured in respect of employer's liability under Condition 5(2)(a) shall be CI\$1,000,000.

### **Condition 6 (Statutory notices)**

The Employers Permissions are as follows: Planning Approval, BCU Approval and other Government Authority permissions pending.

### **Condition 9 (Defects in the Maintenance Period)**

The Maintenance Period for the Works (or each Section where completion is required in Sections) shall be 6 **(six) months** and shall apply from the day after that on which the Certificate of Completion for the Works (or any Section) is issued by the PM under Condition 32 (Certifying completion).

### **Condition 10 (Occupier's rules and regulations)**

Condition 10 ~~shall~~/ shall not apply.

### **Condition 15 (Passes)**

Condition 15 ~~shall~~ / shall not apply.

### **Condition 16 (Photographs)**

Condition 16 ~~shall~~/ shall not apply.

### **Condition 29 (Finance charges)**

The rate at which finance charges shall be payable shall be 1% over the average Prime Rate of the leading high-street banks in the Cayman Islands during the relevant period for lending money.

### **Condition 37 (Damages for delay)**

Damages for delay shall be: CI\$ 200.00 per Day.

### **Condition 42 (Adjudication)**

The adjudicator shall be such person as may be chosen by the President or a Vice President of the Society of Cayman Architects Engineers and Surveyors (CASE) or his nominee at the request of either the Employer or the Contractor

### **Condition 43 (Arbitration and choice of law)**

The arbitrator shall be such person as may be chosen by the President or a Vice President of the Society of Cayman Architects Engineers and Surveyors (CASE) or his nominee at the request of either the Employer or the Contractor

### **Condition 47 (Performance bond)**

Condition 66 ~~shall~~/shall not apply.

### **Condition 48 (Parent company guarantee)**

Condition 67 ~~shall~~/shall not apply.

[End of Contract Agreement]

## APPENDIX B – SUBMISSION REQUIREMENTS & FORM

### B.1 MANDATORY SUBMISSION REQUIREMENTS

#### B.1.1 Submission Form (Appendix B – Section B.4)

Each quotation must include a Submission Form completed and signed by an authorized representative of the respondent.

#### B.1.2 Contract General Information & Experience (Appendix B – Section B.5)

Each quotation must include completed contractor information according to the instructions contained in the form.

#### B.1.3 Contractor Pricing (Appendix C – Section C.1)

Contractor to provide lump cost for each of the requisite price breakdown categories.

#### B.1.4 CI Trade and Business License

A Trade and Business Licence is a licence issued by the Trade and Business Licensing Board which allows a person / company to 'carry on business' in the Cayman Islands. It is required by anyone who wishes to 'carry on business' in the Cayman Islands.

#### B.1.5 Bank Reference Letter

Provide a letter from a Bank or Financial Institution domicile and registered in the Cayman Islands, stating the number of years you have been a customer, that your company is in good standing, and you have the resources to finance and complete this project. Bank information must provide proof of sufficient capital to finance the works between payments.

#### B.1.6 Health & Pension Clearance

Evidence of Compliance with the Health and Pension Laws of the Cayman Islands.

#### B.1.7 Insurance Capability

Provide proof to obtain insurance outlined under pre-conditions of award.

### B.2 PRE-CONDITIONS OF AWARD

#### B.2.1 Contractor's all risk insurance

Contract Sum + 10%  
Contractors' All Risks (CAR) insurance is an insurance policy that provides coverage for both damage to property and third-party injury and damage claims.

## B.2.2 Public Liability Insurance

CI\$1,000,000 (One Million Dollars)

## B.2.3 Employer's Liability Insurance

CI\$ 1,000,00 (One Million Dollars)

## B.3 RATED CRITERIA

The following sets out the categories, weightings and descriptions of the rated criteria of the RFQ. Respondents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

| # | Category   | Weighting |           |
|---|--|-----------|-----------|
| 1 | <b>Pricing</b>   | <b>60</b> |           |
| 2 | <b>Project Experience in similar size and complexity</b><br>Details of the Contractor's previous experience of delivering works similar to those required to be undertaken during this project, including a detailed description of the works provided, client, location, start and finish dates.<br><br>Particular attention would be paid to prior relevant experience for duties carried out as a general contractor.   | <b>20</b> |           |
|   | 0  |           | 0 Points  |
|   | 1 – 2 project(s)   |           | 4 Points  |
|   | 3 – 5 projects   |           | 10 Points |
|   | 5+ projects  |           | 20 Points |
| 3 | <b>Contractor's methodology and Programme</b><br>The contractor shall submit a written methodology outlining the planned method of construction taking into account all contractual and legal requirements, construction constraints, risks and opportunities. Methodology includes the temporary and permanent works and the services required to complete the construction works. This methodology must be supported by a construction programme/Gantt chart (time schedule of works) which complies with the requirements of the project. | <b>10</b> |           |
| 4 | <b>Years of Experience of Superintendent</b><br>Contractor to provide resume detailing previous experience for delivering works similar to those required to be undertaken during this project.  | <b>10</b> |           |
|   | 0  |           | 0 Points  |
|   | 1– 3 years   |           | 2 Points  |

|  |             |           |  |
|--|-------------|-----------|--|
|  | 4 – 7 years | 5 Points  |  |
|  | 7+ years    | 10 Points |  |

**B.4 SUBMISSION FORM**

**B.4.1 Respondent Information**

|   |  |
|---|--|
| Please fill out the following form, naming one person to be the respondent’s contact for the RFQ process and for any clarifications or communication that might be necessary. |  |
| Full Legal Name of Respondent:  |  |
| Any Other Relevant Name under which Respondent Carries on Business:   |  |
| Street Address:   |  |
| City, Province/State:   |  |
| Postal Code:  |  |
| Phone Number:   |  |
| Fax Number:   |  |
| Company Website (if any):   |  |
| Respondent Contact Name and Title:  |  |
| Respondent Contact Phone:   |  |
| Respondent Contact Fax:   |  |
| Respondent Contact Email:   |  |

**B.4.2 Acknowledgment of Non-binding Procurement Process**

The respondent acknowledges that the RFQ process will be governed by the terms and conditions of the RFQ, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between CIG and the respondent unless and until CIG and the respondent execute a written agreement for the Deliverables.

**B.4.3 Ability to Provide Deliverables**

The respondent has carefully examined the RFQ documents and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFQ for the rates set out in the completed Bill of Quantities (Appendix C – Section C.1).

**B.4.4 Non-binding Pricing**

The respondent has submitted its pricing in accordance with the instructions in the RFQ (Appendix C – Section C.1). The respondent confirms that the pricing information provided is accurate. The respondent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

Following Fixed and Firm Price is as follows;

**DUTY FREE Quotation** in Words (Cayman Islands Dollars):

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

(CI\$.....)

**Completion time:**

Table with 3 columns: Project Name, Duration, Unit. Row 1: The Smith Barcadere Redevelopment Project, 12, Weeks

**B.4.5 Addenda**

The respondent is deemed to have read and taken into account all addenda issued by CIG prior to the Deadline for Issuing Addenda. The respondent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line: \_\_\_\_\_. If this section is not completed, the respondent will be deemed to have received all posted addenda.

**B.4.6 No Prohibited Conduct**

The respondent declares that it has not engaged in any conduct prohibited by this RFQ.

**B.4.7 Conflict of Interest**

For the purposes of this RFQ, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFQ process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of CIG in the preparation of its quotation that is not available to other respondents, (ii) communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the RFQ process), or (iii) engaging

in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair; or

- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the respondent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

For the purposes of section (a)(i) above, respondents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the quotation; **AND** (b) were employees of CIG within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its quotation; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

Otherwise, if the statement below applies, check the box.

- The respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its quotation, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

If the respondent declares an actual or potential Conflict of Interest by marking the box above, the respondent must set out below details of the actual or potential Conflict of Interest:

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#### B.4.8 Disclosure of Information

The respondent hereby acknowledges that any information provided in this quotation, even if it is identified as being supplied in confidence, is subject to the provisions of the Freedom of Information Law (2015 Revision), and may be disclosed where required by law or by order of a court. The respondent hereby consents to the disclosure, on a confidential basis, of this quotation by CIG to the advisers retained by CIG to advise or assist with the RFQ process, including with respect to the evaluation this quotation.

---

Signature of Witness

---

Signature of Respondent Representative

---

Name of Witness

---

Name of Respondent Representative

---

Title of Respondent Representative

---

Date

I have the authority to bind the respondent.

**B.5 CONTRACTOR GENERAL INFORMATION & EXPERIENCE**

**Company Registration Details – *A copy of TBL must be provided.***

|   |   |
|---|---|
| <b>Cayman Registered Company</b>                                    | <input type="checkbox"/> Yes or <input type="checkbox"/> No |
| <b>Number of years in business</b>                                  |   |
| <b>CI Trade and Business Licence No.</b>                            |   |
| <b>Brief Description of the Contractor’s primary/main services.</b> |   |

**Company Experience**

In order for CIG to assess the level of experience of your company, please provide details of a minimum of two projects that the Contractor holds or has held within the last 5 years for the provision of works similar to those to be delivered by the Contractor.

Particular attention would be paid to prior relevant experience for duties carried out as a general contractor.

CIG reserves the right to contact any or all of these companies for a reference. Contractors should ensure that companies listed would be willing to provide a reference for them and be willing to discuss the Contractors performance with CIG.

| <b>Project Name</b> | <b>Customer/Contact name, telephone number and email address</b> | <b>Contract name, location, description of works provided</b> | <b>Date contract awarded, plus start and finish dates</b> |
|---------------------|--|---|---|
| 1.                  |  |   |   |
| 2.                  |  |   |   |
| 3.                  |  |   |   |

|           |  |  |  |
|-----------|--|--|--|
| <b>4.</b> |  |  |  |
| <b>5.</b> |  |  |  |
| <b>6.</b> |  |  |  |
| <b>7.</b> |  |  |  |
| <b>8.</b> |  |  |  |

## APPENDIX C – CONTRACTOR PRICING

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### C.1 PRICING FORM

Instructions on How to Complete Pricing Form

- (a) Rates must be provided in Caymanian Dollars (KYD), exclusive of all applicable duties and taxes.
- (b) Rates quoted by the respondent must be all-inclusive and must include all bonding costs, all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

### 2. Pricing Form

Refer to Appendix C to complete Pricing Form

### 3. Evaluation of Pricing

Bonfire automatically calculates the score associated with the price based on the pricing provided by all vendors. The lowest price receives the highest score; the 2nd lowest price receives the 2nd highest score and so forth. The scores are assigned proportionally based on the lowest price. The formula used to score pricing follows:

**Score = (Lowest Cost / Cost Being Evaluated) X Pricing Criteria Weight**

# PRICING FORM

## THE SMITH BARCADERE REDEVELOPMENT PROJECT

**To Cayman Islands Government:**

- (1) We, ( \_\_\_\_\_ ), have perused the RFQ Documents and all attachments including;
- (i) RFQ Addendums
  - (ii) Bid Drawings and Specifications
  - (iii) Form of Contract – Small Works Contract with Quantities
- (2) We agree to all the conditions in the Abstract of Particulars and that this tender shall remain open for consideration for 90 days from the date for the return of this quotation.

Subject to the terms and conditions contained therein, and having examined, checked and fully understood the RFQ and any Addenda attached hereto, and having examined the site and all conditions affecting the Work, the undersigned proposes to provide all construction and other services necessary to complete all the Work in consideration of payment of the following fixed sums:

This Quotation Form and all other documents forming the Contractor’s submission shall be returned by **12 Noon on January 24, 2019.**

### **SCHEDULE OF CONTRACTOR FEES** **REFERENCED TO CONTRACTOR SCOPE OF WORKS**

| <b><u>FIXED FEE</u></b> ( all fees shall be inclusive of duty)  |                                  |      |                       |
|---|----------------------------------|------|-----------------------|
| <b>A fixed fee of CI\$ (In words)</b>   |                                  |      |                       |
| <b>Where the fees are fixed and the Contractor’s works shall be apportioned as listed below.</b>                  |                                  |      |                       |
| Description   | Quantity/Unit                    | Cost |                       |
| A1  | Contractor’s Preliminaries       |      | CI\$                  |
| A2  | Site Filling                     |      | CI\$                  |
| A3  | Roads and Parking                |      | CI\$                  |
| A4  | Storm Water Drainage             |      | CI\$                  |
| A5  | Walkway to the Front             |      | CI\$                  |
| A6  | Staircase and Railing            |      | CI\$                  |
| A7  | Concrete Retaining Wall          |      | CI\$                  |
| A8  | Front Wall to Parking Area       |      | CI\$                  |
| A9  | External Lighting                |      | CI\$                  |
| A10   | New Office and Bathroom Building |      | CI\$                  |
| Subtotal:   |                                  |      | CI\$                  |
| <b>Include the provisional sum of CI\$ 85,000.00 for contingency to be use as directed by the Project Manager</b> |                                  |      | <b>CI\$ 85,000.00</b> |
| <b>The Smith Barcadere Redevelopment Project – Total Sum:</b>   |                                  |      | <b>CI\$</b>           |

Only a Principal of the Company providing the submission who is authorized to enter into Contracts on the Company behalf shall sign the Quotation Form;

**SIGNATURE:**

|  |  |
|--|--|
| <b>Signed For and Behalf of<br/>(Insert Company Name);</b> |  |
| <b>Postal Address:</b>                                     |  |
| <b>Name &amp; Title Printed:</b>                           |  |
| <b>Signature (Authorised Officer):</b>                     |  |
| <b>In the Office Bearer capacity of:</b>                   |  |
| <b>Date:</b>   |  |

## APPENDIX D – RFQ PARTICULARS

### D. THE DELIVERABLES

|            |   |
|------------|---|
|            | <b>Contractor’s Preliminaries</b>   |
| <b>D1</b>  | The contractor is to allow for the necessary site management cost including but not limited to the following setting-out, tools, vehicles, scaffolding, security, lighting, traffic regulation, safety, health, hoarding, fencing, screen, supervision, removal of rubbish and insurance etc. |
|            | <b>Site Filling</b>   |
| <b>D2</b>  | To be done according to the details of the project plans  |
|            | <b>Roads and Parking</b>  |
| <b>D3</b>  | To be constructed according to the details of the project plans   |
|            | <b>Storm water Drainage</b>   |
| <b>D4</b>  | To be constructed according to the details of the project plans   |
|            | <b>Staircase and Railing</b>  |
| <b>D5</b>  | To be constructed according to the details of the project plans   |
|            | <b>Walkway to the Front</b>   |
| <b>D6</b>  | To be constructed according to the details of the project plans   |
|            | <b>Concrete Retaining Wall</b>  |
| <b>D7</b>  | To be constructed according to the details of the project plans   |
|            | <b>Front Wall to Parking Area</b>   |
| <b>D8</b>  | To be constructed according to the details of the project plans   |
|            | <b>External Lighting</b>  |
| <b>D9</b>  | To be constructed according to the details of the project plans   |
|            | <b>New Office and Bathroom Building</b>   |
| <b>D10</b> | To be constructed according to the details of the project plan  |

|  |  |
|--|--|
|  | <b>Site Clean up</b>   |
| D11  | <ul style="list-style-type: none"><li>• Remove all unused construction material</li><li>• Ensure that the site is left in pristine condition, safe and fit for public use.</li></ul> |
| <b>NOTE: The renovations to the existing restroom <u>DOES NOT</u> form a part of this project.</b> |  |