



CAYMAN ISLANDS GOVERNMENT

Request for Quotations
For
Civil and Structural Engineering (C&S) Consultancy Services
Smith Bacadere Facility Enhancement Project

Request for Quotations No.: **Q17-005**- Smith Bacadere Facility Enhancement Project – C&S Consultancy Services

Issued: Monday, October 1, 2018

Submission Deadline: Monday, October 15, 2018 12:00:00 PM 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 **Civil and Structural Engineering (C&S) Consultancy Services** for the **Smith Bacadere Facility Enhancement Project**, as further described in Section A of the RFQ Particulars (Appendix D) (the “Deliverables”).

The C&S Consultant must employ and coordinate the services of qualified and licensed consultants to review and complete the designs for all Civil and Structural Engineering Works deemed necessary for the successful completion of the project.. The C&S Consultant is also required to coordinate with the PWD Architecture Section on the project to obtain the necessary approvals from all the statutory boards and authorities.

1.2 RFQ Contact

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

Alan Robinson at alan.robinson@gov.ky; Cc: Niasha Brady at Niasha.Brady@gov.ky; Cc: Colin Lumsden at colin.lumsden@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 90, with an option in favour 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, October 1, 2018
Deadline for Questions	Friday, October 12, 2018
Deadline for Issuing Addenda	Wednesday, October 17, 2018
Submission Deadline	Monday, October 22, 2018 - 12:00:00 PM
Rectification Period	5 business days
Anticipated Execution of Agreement	Friday, November 1, 2018

The RFQ timetable is tentative only, and may be changed by CIG at any time. For greater clarity, business days means 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 submission materials:

Requested Information

Name	Type	# Files	Requirement
Signed Submission Form	File Type: PDF (.pdf)	1	Required
Pricing Form – Appendix C	File Type: PDF (.pdf)	1	Required
Copy of CI Business License	File Type: PDF (.pdf)	1	Required
Financial Details	File Type: PDF (.pdf)	1	Required
PI Insurance Information	File Type: PDF (.pdf)	1	Required
Completed Form – Consultant General Information and Experience – Appendix E	File Type: PDF (.pdf)	1	Required
Key Personnel and Org Chart	File Type: PDF (.pdf)	1	Required
Project Schedule	File Type: PDF (.pdf)	1	Required

8 Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 100 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/opportunities>

You will not be able to prepare a submission unless you submit 'Yes' for your Intent to Bid by **October 5, 2018 2:00 PM EST**.

The Q&A period for this opportunity is **October, 5, 2018 2:00 PM EST to October, 17, 2018 2:00 PM EST**. 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 **October, 22, 2018 12:00 PM EST**. 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 8/9/10+, Google Chrome, or Mozilla Firefox. Javascript must be enabled.

Need Help?

Cayman Islands Government uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at 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 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 Section B of the RFQ Particulars (Appendix D).

2.3 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

2.3.1 Rated Criteria

CIG will evaluate each qualified quotation on the basis of the rated criteria as set out in Section D of the RFQ Particulars (Appendix D).

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 Pricing Form (Appendix C). 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 pre-conditions of award listed in Section C of the RFQ Particulars (Appendix D), 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).

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).

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 honour 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

CIG Standard Consultancy Services Agreement

THE CONTRACT NO:

THIS AGREEMENT IS MADE THIS [DATE]

BETWEEN:

The Cayman Islands Government/ Ministry of Commerce, Planning and Infrastructure (hereinafter called the "CPI") of the one part, and

(Company Name) of (Address) (hereinafter called the "Consultant") of the other part.

WHEREAS:

The (Client Name) is desirous to contract with a Consultant to provide C&S Consultancy Services for the Smith Bacadere Facility Enhancement Project (hereinafter called the "Project"), as set out herein;

The Consultant's submission dated [XX], for the provision of services in response to the RFQ; and the (Client Name) has accepted the Consultant's submission and wishes to engage the Consultant to provide Consultancy Services for the Project.

The Request for Quotation Document and the Successful Consultant's Response Document shall be deemed as part of this Consultant Agreement.

IT IS HEREBY AGREED that with effect from the date of this Agreement, the (Client Name) shall employ the "Consultant" to perform Consultancy Services in accordance with the terms and conditions hereinafter set forth.

SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT:

1. Scope of Service - The Consultant shall provide all of the Services described in the attached Schedule A – titled - Scope of Consultancy Services; (As per RFQ – Appendix D - Deliverables).
2. Contract Time - The contract time for provision of the Services shall be as confirmed in Schedule B. The Consultant shall provide a confirmed works schedule which shall be updated each 30 day period to record actual progress and record any delay and be duly submitted with each fee invoice.
3. Contract Price - The Consultant shall provide all of the services described for the amount as issued in the attached Schedule C – Titled – Pricing Form; (As per RFQ – Appendix C - Pricing Form).

THE ABOVE DOCUMENTS – SCHEDULES A, B, C SHALL BE APPENDED TO THIS AGREEMENT AT THE TIME OF ITS EXECUTION;

CONDITIONS OF APPOINTMENT

A1. Standard of Services

- a) The Consultant shall exercise due and proper professional skill, care and diligence in the discharge of its services.
- b) The Consultant shall be bound by the codes of conduct, professional ethics, and standards of professional practice established by the Cayman Islands Society of Architects Surveyors & Engineers or appropriate Professional body in its home locality.

- c) Notwithstanding any other provision hereof, it is agreed that the (Client Name) is entitled to rely on the Consultant's professional skill, experience and judgment to furnish the services described in this Agreement.
- d) The Consultant and its sub-contractors are required to disclose in writing to the (Client Name) , at the earliest opportunity, such interests which could, under any circumstances be construed either to reflect upon its integrity or are or may be perceived as a conflict of interest.

A2. Variation of Service

- a) The Consultant shall not vary the scope of the service to be provided under this agreement without the (Client Name)'s written consent to such variation and the Consultant, before proceeding to carry out any additional work shall inform the (Client Name) of any effect which such variation may have on the fees, expenses or time required to perform the service.

A3. Engagement of Sub Contractors

- a) The Consultant will be responsible to the (Client Name) for any work carried out by any sub-contractors that it may engage for any purpose arising under this Agreement, and for the general coordination and integration of services provided by such sub-contractors.
- b) The Consultant shall be responsible for all sub-contractors' fees and expenses.

A4. Qualified Staff

- a) Consultant shall provide sufficient, appropriately qualified staff, to the satisfaction of the (Client Name), to ensure that the above duties are performed fully and effectively within the agreed timelines.
- b) The Consultant shall employ a Consultant Representative who shall be the lead member of the Consultancy Team. The Consultant Representative's nomination shall be approved by the (Client Name). The Consultant Representative shall be reasonably available to the (Client Name)'s Senior Responsible Officer at all times. If the Consultant is desirous to change its representative it shall require written approval from the (Client Name).
- c) The Consultant shall not utilize any servants, employees, agents, or other personnel of Cayman Islands Government in the preparation of the Work.

A5. The (Client Name)'s Representative

- a) The Consultant shall seek and receive all instructions from the (Client Name)'s client representative/project manager; all correspondence shall be addressed to the named person(s).

A6. Information from the (Client Name)

- a) The (Client Name) shall provide the Consultant with such information and decisions as are necessary for the proper performance of the said services to be performed by the Consultant for the (Client Name) in such reasonable time as not to delay or disrupt the performance of the said services.

A7. Copyright

- a) All documents and any revisions thereto prepared by the Consultant in connection with the Work and any copyright therein shall be the property of the (Client Name).
- b) The Consultant may, with the written consent of the (Client Name), publish or cause to be published, photographs and illustrations of, or articles about, the Work for which it was professionally responsible. Such publication shall be restricted to the purposes of professional or technical information and the (Client Name)'s and Consultant's name shall be accorded appropriate credit in any such publication.

A8. Use of Documents

- a) Any use of the documents prepared by the Consultant other than for the purposes envisaged by this Agreement, without the specific written approval of the Consultant, will be at the (Client Name) 's sole risk and without liability or legal exposure to the Consultant.

A9. Assignment

- a) The Consultant shall not assign any of its duties or responsibilities under this Agreement without the prior written consent of the (Client Name).

A10. Professional Indemnity

- a) The Consultant shall be required to obtain, from a reputable insurer with an AM best rating of A or better, professional indemnity insurance in the amount of US\$1,000,000 for any one claim and aggregate arising out of this Agreement. The Consultant shall on the request of the (Client Name) at any time, provide the (Client Name) with a copy of the policy.
- b) The professional indemnity insurance shall be maintained for a period of one (1) year from the date of this Agreement, unless such cover ceases to be available in which event the Consultant will notify the Client immediately.

A11. Indemnity

- a) The Consultant shall indemnify the (Client Name), its employees, servants, officers and agents against, and hold them harmless from and shall otherwise be responsible to third parties for any claim, liability, loss or cost of any kind whatsoever (including attorney's fees) incurred by the (Client Name) which arises as a result of any negligence or default of the Consultant, its employees, servants, officers and agents, or failure to comply with any of its obligations under this Agreement.
- b) Where any loss or damage arises as a result of negligence, any act or omission, or failure of the Consultant to perform any of its obligations under this Agreement, the Consultant's liability to indemnify the (Client Name) in accordance with the preceding sub-clause a) shall not exceed an aggregate amount of three times the Contract Price set out in this Agreement. Where any loss or damage arises as a result of fraud the above limit shall not apply.

A12. Confidentiality

- a) The (Client Name) may require the Consultant, in performing its obligations hereunder, to be bound by the terms of a separate Confidentiality Agreement.

A13. Suspension of Services

- a) The (Client Name) may in its absolute discretion, and at no additional cost to the (Client Name) , suspend the performance of the Consultant's services under this Agreement, in whole or in part, for a period of up to six months, by giving the Consultant 30 (thirty) days written notice of its intention to do so.
- b) Upon service of notice, the reasons for such action shall be set out in writing and delivered to the Consultant with the notice of suspension.
- c) The Consultant shall upon receipt of any notice to suspend its services under this Agreement proceed in an orderly manner, but with all reasonable speed and economy to take such steps as are necessary suspend its services under this Agreement.

A14. Force Majeure

- a) The Consultant shall give immediate written notice to the (Client Name) of any event of 'force majeure' which prevents it from carrying out any of the services for which it has been engaged. For the purpose of this Agreement, an event of "force majeure" means any event or circumstance:

- (i) That prevents the Consultant from performing its obligations under this Agreement;
 - (ii) Is not within the reasonable control of, or the result of the negligence of, the Consultant; and
 - (iii) Which, by the exercise of due diligence, the Consultant is unable to overcome or avoid.
- b) Events of force majeure include, but are not limited to, war, earthquake, hurricane, flood, or such other adverse weather conditions, strikes, industrial action (except where such strikes or industrial action are within the powers of the Consultant).
- c) Where the Consultant notifies the (Client Name) of an event of force majeure, the parties may suspend performance of the Consultant's obligations under this Agreement for such period of time as may be agreed between them.

A15. Resumption of Services

- a) If the Consultant has not been given instructions to resume any suspended service within six months from the date on which it received notice of suspension, it shall request in writing such instructions. If instructions have not been received within 30 (thirty) days of such request, the Consultant's appointment will be deemed to be terminated.

A16. Termination

- a) This Agreement may be terminated by either party at any time by 60 days' written notice of termination in writing to the other party. The notice shall set out the reasons for termination.
- b) The Consultant shall, upon receipt of any notice to terminate its services under this Agreement or upon termination by it or its employment under this Agreement, proceed in an orderly manner, but with all reasonable speed and economy to take such steps as are necessary to bring to an end its services under this Agreement.
- c) Upon termination of this Agreement the Consultant will cooperate with any incoming professionals, making available all relevant files, drawings and documentation as required for the efficient hand over of professional services and ultimate completion of the Works. Similarly, the Consultant hereby agrees to cooperate with the personnel of any incoming professionals, making available all project files including any correspondence to the Consultant in relation to this Agreement.

A17. Termination on Final Completion:

- a) Unless otherwise terminated earlier pursuant to Clause A14, the Consultant's services and engagement under this Agreement shall automatically terminate at the completion of contracted services.

A18. Claims after Termination:

- a) The termination of this Agreement for any reason shall not prejudice or affect the accrued rights or claims of either party to this Agreement.

A19. Liquidation and insolvency

- a) The (Client Name) may terminate this Agreement with immediate effect where the Consultant:
- (i) becomes insolvent or suspends payment of its debts or makes or enters into any assignment of its assets for the benefit of its creditors (other than a bona fide corporate re-organization that is not for debtor relief), convenes any meeting of creditors or passes a resolution for the winding up or suffers a petition for winding up;
 - (ii) Commences voluntary liquidation proceedings; or
 - (iii) Has an administrative receiver or receiver appointed over the whole or part of its assets or suffers the appointment of a receiver.

A20. Adjudication

- a) If any dispute or difference of any kind whatsoever shall arise between the (Client Name) and the Consultant, at any time after execution of this Contract, arising out of or in connection with this Agreement or the performance of the work, then such dispute or difference shall be referred in writing to and be settled by an Adjudicator ("the Adjudicator"). The name of the Adjudicator shall be agreed between the parties or in the absence of agreement by the President of the Cayman Islands Society of Architects, Surveyors and Engineers (CASE), or his nominee. The Adjudicator shall within a period of twenty eight (28) calendar days, (or such other period of time which may be agreed between the parties), after being requested to settle any dispute or difference by either party, give written notice of his decision to both parties.

In giving a decision, the Adjudicator shall be deemed to be acting as an expert and his decision shall be final and binding upon the parties, unless either party shall, within fourteen days of the Adjudicator's decision, notify the other of dissatisfaction with the decision and require the matter to be settled by Arbitration, in which case the decision shall be binding until it shall be revised by an arbitral award.

A21. Arbitration

- a) Subject to sub-clause "b" herein, in the event that a dispute or a difference shall arise out of this Agreement, then such dispute or difference shall be referred to arbitration and the final decision of a person to be agreed between the parties, and in default of agreement of two arbitrators, one appointed by each party and their umpire in a manner provided by the terms of the Arbitration Law (2012 Revision) of the Cayman Islands and any statutory modification thereof for the time being in force.
- b) Notwithstanding the provision of sub-paragraph "a" hereof, in the event that a dispute or difference shall arise out of this Agreement which involves professional ethics or standards of professional practice, and failing agreement between the parties, the matter will be referred for arbitration by the President of the Society of Cayman Architects, Surveyors and Engineers (CASE) or his nominee. The award of such arbitrator or arbitrators shall be final and binding on both parties.

A22. Governing Law

- a) This Agreement is governed by and shall be construed in accordance with the laws of the Cayman Islands and the parties shall submit to the jurisdiction of the Cayman Islands.
- b) The Consultant Services Contract is subject to the Freedom of Information Laws of the Cayman Islands

A23. Serving of Notices

- a) Any notice required to be given or served under any provision of this Agreement, shall be so given or served by delivering a copy thereof to the principal place of business of the Consultant, either by hand or by registered post. In the case of registered post, such notice shall be deemed to have been served on the day following the day of posting.

A24. Entire Agreement

- a) This Agreement together with all Appendices contain everything the parties have agreed in relation to the subject matter herein and supersedes all prior discussions, understandings and agreements between them in respect thereof. Neither party may rely on any earlier written document nor anything said or done by or on behalf of either party before this Agreement was executed.
- b) No variation of this Agreement will be of any force or effect unless it is in writing and signed by or on behalf of each party.

A25. No Waiver of Terms

- a) In the absence of a written agreement to the contrary, no neglect, omission or forbearance on the part of any party to take advantage of or to enforce any right, power or remedy arising out any breach, non-observance or non-performance by the other party hereto of any term, condition, or provision herein shall operate as (or be deemed to be) a general waiver of such term, condition or provision herein contained or by law implied or shall be deemed to be or operate as a general waiver of such right or power either original or recurring.

A26. Independent Consultant

- a) The Consultant shall be an independent contractor and nothing expressed or implied in this Agreement nor is any act by either party to be construed as creating the relationship of partners, principal and agent, or joint venture as between the parties. Accordingly, neither party has any right or authority to act on behalf of the other party, nor to bind the other party by contract or otherwise.

A27. Severance of provisions

- a) Should any provision of this Agreement be declared invalid or unenforceable for any reason by any court or other competent authority, then such provision shall be deemed to be a separate, distinct and independent provision, and such declaration shall not affect the remaining provisions of this Agreement which shall continue in full force and effect as if this Agreement had been executed with the invalid provision eliminated.

FEES AND EXPENSES

B1. Sum Payable

- a) The (Client Name) agrees to pay the Consultant for fulfilling its obligations under this Agreement as the attached Fee Schedule as submitted with the Consultant's Submission.

B2. Costs covered by Sum Payable

- a) The Fees include for all costs incurred by the Consultant in the preparation and delivery of the Work.

B3. Schedule of Payment

- a) The Consultant shall submit Invoices for Fees at 30 day intervals; the (Client Name) shall make payment within 30 days of receiving the invoice. The Consultant's Fee Invoices shall fully describe the work performed.
- b) Each Application for Payment shall be accompanied with a monthly Report confirming the Consultant's Progress against the schedule in the Consultant's Project Gantt Chart.

B4. Additional Services

- a) The Consultant shall not perform any additional work under this Agreement, unless the Consultant has been instructed in writing by the Senior Responsible Officer/Project manager. Where as a result of changes instructed by the (Client Name) at any time during the term of this Agreement the Consultant is required to undertake additional services not covered by this Agreement, the (Client Name) shall pay to the Consultant in respect of the said additional services at the hourly rate as described in the Rate Schedule as submitted with the Consultants Submission. The Consultant shall submit time sheets fully describing the work performed for all additional work.

B5. Payment of Suspension

- a) On suspension or termination of the Consultant's services under this Agreement the Consultant shall be entitled to payment for its services up to the point of suspension or termination in accordance with the provisions of this Agreement, and upon making such payment, the (Client Name) shall be entitled to possession and to make full

use of all documents and information provided by the Consultant in accordance with and for use under this Agreement.

SIGNATURES

In Witness Whereof the parties have executed this Agreement the day and year as written below;

For and on behalf of the Cayman Islands Government/Ministry of Commerce, Planning and Infrastructure:

Print Name:	
Signature:	
Title:	
Date:	

For and on behalf of the Consultant providing Consultancy Services:

Company Name:	
Print Name:	
Signature:	
Title:	
Date:	

[End of CIG Contract Agreement]

APPENDIX B – SUBMISSION FORM

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:	

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.

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 Pricing Form (Appendix C).

4. Non-binding Pricing

The respondent has submitted its pricing in accordance with the instructions in the RFQ and in the Pricing Form (Appendix C). 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.

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.

6. No Prohibited Conduct

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

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:

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.

APPENDIX C – PRICING FORM

1. Instructions on How to Complete Pricing Form

- (a) Rates must be provided in Caymanian Dollars (KYD), inclusive of all applicable duties and taxes.
- (b) Rates quoted by the respondent must be all-inclusive and must include all bonding costs, all travel and carriage costs, all insurance costs 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

The weighting afforded to the **Price Proposal** shall be **60%** of the overall total score.

Price Proposal Assessment - Total Available Score 100 Points x 60% weighting

Lowest Price	Designated – LP	Assigned - 100 points
Next Lowest Price	Designated – P1	Assigned – LP/P1 x 100
Next Lowest Price	Designated – P2	Assigned – LP/P2 x 100
Next Lowest Price	Designated – P3	Assigned – LP/P3 x 100 etc.
Weighted Price Proposal Assessment	=	Points Gained x 60%

PRICING FORM
C&S CONSULTANCY SERVICES – SMITH BACADERE FACILITY ENHANCEMENT
PROJECT
RFQ (Q 17-005)

To Cayman Islands Government:

(1) We, (), have perused the RFQ Documents, including all attachments and Addenda. We confirm the fees for each stage of the Work including time for all the necessary discussions, consultations, meetings and presentations with CIG and other parties required to complete each stage of the Work. We agree to all the conditions in Contract and that this bid 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 services necessary to complete all the works 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 Monday, October 15, 2018.**

SCHEDULE OF CONSULTANCY FEES
REFERENCED TO CONSULTANCY DELIVERABLES

<u>FIXED FEE</u>		
A fixed fee of CI\$ <i>(In words)</i>		
Where the fees are fixed and the Contractor's works shall be apportioned as listed below.		
1.1 – 1.8	General Requirements/Services for all Stages	CI\$
Stage One	Design Development/Construction Documents	CI\$
Stage Two	Tendering Period	CI\$
	TOTAL SUM:	CI\$
Stage Three	Construction & Close-Out Period	CI\$ (Cost on a time basis)
Stage Four	Defects Period & Post Occupancy	CI\$ (Cost on a time basis)

FEE RATES FOR <u>ADDITIONAL</u> SERVICES	
The following hourly rates are included in the Agreement for assessing fees due for agreed Additional Services. The hourly rates shall be fixed for 24 months from the date of the Agreement whereupon they may be reviewed on an agreed index basis.	
C&S Consultants	Rates per Hour
Principal	CI\$
Civil Engineer	
Senior	CI\$
Graduate	CI\$
Other	CI\$
Structural Engineer	
Senior	CI\$
Graduate	CI\$
Other	CI\$

All expenses incurred by the Consultant in relation to the Services, including the following expenses, shall be included in the lump sum fees provided in this Quotation Form. Soft copies in PDF and original source format as well as up to 6 hard copies are required for each deliverable:

- *Printing, processing, reproduction and purchase of all documents, drawings, maps and records;*
- *Facsimiles, e-mail and other electronic data transmissions;*
- *Telephone calls and postage and courier charges for documentation;*
- *Travelling and accommodation expenses, subsistence allowances and other similar disbursements. For overseas travel expenses in connection with Additional services, the rates shall exclude overseas travel expenses which will be reimbursed at cost.*

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:

Signed For and Behalf of (Insert Company Name);	
Postal Address:	
Name & Title Printed:	
Signature (Authorised Officer):	
In the Office Bearer capacity of:	
Date:	

APPENDIX D – RFQ PARTICULARS

A. THE DELIVERABLES

GENERAL REQUIREMENTS	
1.1	Project Scope
	<p>The project works includes</p> <ul style="list-style-type: none"> To provide civil and structural engineering studies, plans, specifications, design analyses, plan review, condition assessment, and inspection services for the Smith Bacadere Facility Enhancement Project. Geo-technical Investigation which shall provide a geo-technical report indicating the field investigation, testing and analysis of the site, and prepare a report confirming the ground bearing capacity from data obtained from their investigation. Cost for the verification survey of existing structures and services in order to produce complete construction drawing inclusive of coordination between all new and existing Structural systems, services and utilities. Being done by L&S Structural and Civil Engineering drawings & details (plans and sections), as per specified drawings and or scope for submittal & approval from BCU. <ul style="list-style-type: none"> Economical & sustainable recommendations on an adequate and economic foundation, retaining walls system and footings for all the outlined structures (changing room, carpark, retaining walls, footpaths) Enlarged plans (where necessary) Reef-water control/harvesting and site drainage Any other necessary details Responsibility for re-submission costs to BCU for any revisions made to drawings on by CIG/Client, PWD, and or consultant
1.2	Consultant Representation
	<p>The C&S Consultant shall employ a "Consultant Representative" as required by the consultant agreement (Clause - A4b), who shall be reasonably available to the PWD staff during the project period.</p> <p>The form of contract to be utilized for the construction works is the CIG Standard Consultancy Contract.</p>
1.3	Project Coordination
	<p>The C&S Consultant will be required to work as part of a team with the PWD Architecture Section to obtain the necessary approvals from all the statutory boards and authorities.</p>
1.4	Project Status Meetings
	<p>The C&S Consultant Representative shall report on the status of the contracted services to the assigned PM at a formal project meeting held on a monthly basis throughout the duration of the consultant contract.</p>
1.5	Reimbursable Charges
	<p>The C&S Consultant shall determine its own requirements regarding all reimbursable charges and include for all</p>

	such charges inside its fees.	
1.6	Site Access Times	
	Times for access to the site shall be agreed with the Public Works Department (PWD) before work proceeds; accessible spaces shall be opened as required with the assistance of PLA.	
1.7	Government Authorities	
	The C&S Consultant shall include for coordination and liaison with all Government Authorities as deemed necessary.	
1.8	Statutory Authorities & Utilities	
	The C&S Consultant shall include for coordination and liaison with all Statutory Authorities and Utilities as deemed necessary.	
GENERAL SERVICES FOR ALL STAGES		
2.1	The C&S Consultant is required to provide all necessary professional Civil and Structural Engineering design services and other specialties deemed necessary to complete the design and construction documents required for the project within the agreed timeline outlined as follows;	
Project Work Stages		
	Duration	
Stage One	Design/Construction Documents	4 Weeks
Stage Two	Tendering Period	3 Weeks
Stage Three	Construction Period & Close Out	6 Weeks
Stage Four	Defects Period & Post- Occupancy	26 Weeks
2.2	C&S Consultant will be required to liaise with the PWD Architect to ensure that all drawings and documents are fully coordinated with each other and with each engineering and/or specialty discipline.	
2.3	The C&S Consultant must employ and coordinate the services of qualified and licensed consultants to prepare designs for Civil and Structural Engineering design works.	
2.4	The C&S Consultant is required to review and verify site/building conditions prior to start of design.	
2.5	The C&S Consultant is required to update the Project Manager/PWD Architect every week throughout the project to review issues, schedules, changes, progress, problems, etc.	
2.6	The C&S Consultant shall in conjunction with the PWD Architect submit the necessary documents, plans, letters, and forms to Government regulatory agencies (Planning Department, Building Control Unit, Computer Services Department, Fire Department, NRA, Department of Environmental Health, and Water Authority) and any other agencies deemed necessary, in order to obtain the following: [2.6.1] Regulatory Approvals; <ul style="list-style-type: none"> ▪ Full planning permission, building control approval and occupancy permits. 	

	<ul style="list-style-type: none"> ▪ Technical and general information and direction.
2.7	<p>The C&S Consultant shall provide the Project Manager with copies of the following documents:</p> <ul style="list-style-type: none"> ▪ Drawings and documents at all design submittal stages ▪ Working drawings and documents issued for tender ▪ Working drawings and documents issued for construction and for changes during construction ▪ Working drawings issued for construction and for changes during construction
STAGE ONE: DESIGN DEVELOPMENT/CONSTRUCTION DOCUMENTS	
<p>The design development drawings shall form the base for the construction documents, without further major design changes having to be carried out.</p> <p>The C&S Consultant shall prepare construction documents including drawings and specifications for the purpose of procuring regulatory approvals including BCU approval, competitive construction tenders, and constructing the Work.</p>	
(a)	<u>Deliverables</u>
(i)	The construction documents shall be prepared in compatible computer-aided design software such as AutoCAD or BIM
(ii)	C&S Consultant shall complete the designs for all Civil and Structural Engineering Works deemed necessary for the successful completion of the project.
(iii)	Prepare for the PM/PWD Architect's review and approval, construction documents consisting of drawings and specifications setting forth in detail the requirements for obtaining regulatory approvals, inviting contractor's bids and for use in the construction of the project. This is based on the approved design development documents and the Quantity Surveyor's updated estimate of construction cost, and upon receipt of written instruction from the client.
(iv)	Drawings and documents shall be as deemed necessary by the Project Manager for full and final completion of the Project in accordance with Occupancy Certificate standards and acceptability by the client. Drawings shall be sufficiently detailed and shall include all necessary schedules, so that all building elements can be readily identified and ordered by the Contractor.
(v)	The C&S Consultant is required to liaise with PWD Architect to ensure that all drawings and documents are fully coordinated with each other and with each engineering and/or specialty discipline. Conflicts arising during construction due to coordination deficiencies must be resolved by the C&S Consultant (or his sub consultant) in discussion with the Contractor. The C&S Consultant shall, at no cost to the client issue suitable drawings and directions to the Contractor to correct these deficiencies.
(vi)	The C&S Consultant is required to ensure that drawings and documents produced at this phase shall be sufficiently detailed and contains sufficient information to meet Planning and Regulatory Authority requirement for granting Building Control approval and shall be fit for facilitating tendering and building construction.
(vii)	The Project Manager will issue the complete tender documents to bidders. The C&S Consultant

	shall prepare all necessary drawings and documents for tendering and shall submit to the Project Manager a complete set of construction documents for approval prior to issuing to Tenderers.
(b)	<u>Specifications:</u>
	All design/construction specification documents are to be submitted to the PM at the completion of the project, in hard copy and electronic formats.
(c)	<u>Regulatory:</u>
	The C&S Consultant shall liaise and provide everything necessary to allow the PWD Architect to submit the construction documents to BCU at the earliest possible stage for expedition of approvals. The C&S Consultant is to use the following building codes: <i>International Building Code 2009</i>
(d)	<u>Consultation:</u>
	The C&S Consultant shall consult with the PM/Client during the construction document preparation to ensure the PM/Client is involved, and its operational and functional requirements are understood and satisfied.
(e)	Provide sufficiently detailed documents to enable a revised estimate of construction cost to be prepared by the Quantity Surveyor.
(f)	<u>Approvals:</u>
	The C&S Consultant shall present the construction documents to the PM/Client for comments and/or approval, at 33% completion, 66% completion and 100% completion.
STAGE TWO: TENDERING PERIOD	
The C&S Consultant shall assist in the completion of contract documents for contractor tendering as follows:	
(a)	Assist the PM with responses to RFIs during the tender period.
STAGE THREE – CONSTRUCTION & CLOSE-OUT PERIOD	
(a)	<u>General:</u> The C&S Consultant shall assist the PM to administer the construction and quality of the project.
(b)	<u>Payment Certificates (Monthly):</u> The C&S Consultant shall assist the Quantity Surveyor (QS) to review, ascertain the veracity, of, and approve the Contractor' Monthly Valuations, and issue the appropriate Certificate of Payments.
(c)	<u>Change Management</u> - The C&S Consultant shall liaise with the PM and QS in negotiations with the contractor, in an expeditious time frame, to ensure <u>that Variation Instructions are valued and are signed off by all parties as the work proceeds.</u>
(d)	<u>Meetings</u> - The C&S Consultant shall attend the following meetings at a minimum; <ul style="list-style-type: none"> ▪ Pre-Construction Meeting (before contract commencement) ▪ Site Meetings (as agreed by all stakeholders) ▪ Pre Installation Meetings (before work of specialist subs commence)

	<ul style="list-style-type: none"> ▪ Project Meetings (as agreed by all stakeholders) ▪ Close-Out Meetings (as agreed by all stakeholders)
(e)	<u>Progress Reports</u> - The C&S Consultant shall assist the PM with preparing the Monthly Progress Reports on the progress, cost and quality of the project.
(f)	<u>Submittals</u> - The C&S Consultant shall promptly review, approve/comment and return Contractors Submittals, in an expeditious manner to ensure the progress of the project is not delayed.
(g)	<u>Contractor RFI's</u> - The C&S Consultant shall respond promptly to Contractor RFI's related to the C&S elements in an expeditious manner to ensure the progress of the project is not delayed.
(h)	<u>Claims</u> - The C&S Consultant in conjunction with the PM and Cost Consultant (QS) shall make an initial review of Contractors Claims and advise the PM/client on its liabilities.
(i)	<u>Testing</u> <ul style="list-style-type: none"> ▪ Functional Performance Testing - The C&S Consultant shall develop procedure to test the system components, as well as developing performance tests with pass/fail criterion. E.g. compaction tests, concrete slump tests etc. ▪ The C&S Consultant shall ensure testing procedures are conducted successfully according to the requirements of the specifications and shall report to MOE on all test results.
(j)	<u>Authorities</u> - The C&S Consultant in conjunction with the PWD Architect shall liaise and coordinate with all Government Agencies including the DOP, CPA, BCU and other Government Departments and Authorities who have jurisdiction and keep them informed of progress of the project. The C&S Consultant in conjunction with the PM/PWD Architect shall liaise with the Contractor and Government Agencies with regard to the issue of the Occupancy Certificate.
(k)	<u>Utilities</u> - The C&S Consultant in conjunction with the PM/PWD Architect shall liaise and coordinate with all the Utility Companies and keep them informed of the progress of the project, and provide assistance to the PM/Client with regard to matters pertaining to maintaining existing service and providing new service.
(l)	<u>Close Out</u> - The C&S Consultant shall carry out Close - Out Exercises including; <ul style="list-style-type: none"> ▪ Check all works to ensure that it meets design and specifications ▪ Monitor/Review & Approve Contractor's preparation of As Built drawings ▪ Liaise with Contractor and Authorities on issue of Occupancy Certificate
(m)	Assist and Coordinate Owner's Commissioning Activities
(n)	Final Inspection - Carry out final inspection and project finalization activities.
STAGE FOUR – DEFECTS PERIOD & POST-OCCUPANCY	
(a)	<u>Defects Period</u> - Monitor project during defects period including contractor's successful completion of defects and omissions within the warranty period.

(b)	<u>Post – Occupancy Phase</u> - In the event of any deficiencies throughout the warranty period, the C&S Consultant shall assist the general contractor to ensure that all matters/issues are resolved.
(c)	<u>Final Post-Occupancy Walk-thru</u> - The C&S Consultant shall prior to the expiration of the warranty period, conduct a final walk-thru to review the operation of the systems and identify any deficiencies for the general contractor to rectify.

B. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

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

2. Pricing Form (Appendix C)

Each quotation must include a Pricing Form (Appendix C) completed according to the instructions contained in the form.

3. Other Mandatory Submission Requirements

3a	Financial Details
	Provide a letter from company's Financial Institution confirming that company is in good standing from a financial perspective.
3b	CI Trade and Business License
	Provide copy of current Cayman Islands TBL.

C. PRE-CONDITIONS OF AWARD

1	Professional Indemnity Insurance (PI)
	Provide a letter from company's insurer that confirms company's ability to procure US\$1 million PI insurance cover if required.

D. RATED CRITERIA

The following sets out the categories, weightings and descriptions of the rated criteria of the RFO. 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	Threshold
1	Pricing	60	20
2	Consultant General Information & Experience	20	10
3	Resources, Availability & Commitment of Key Personnel	15	8
4	Detailed Schedule and methodology	5	3

1. Pricing

See Appendix C - Pricing

2. Consultant General Information & Experience

Company Registration Details:

Complete Section E1 of Appendix E.

Company Experience:

Complete Section E2 of Appendix E.

Details of the Consultants previous experience of delivering services similar to those required to be undertaken during this commission, including a detailed description of the services provided, client, location, start and finish dates.

Particular attention would be paid to prior relevant experience for duties carried out as a C&S Consultant Engineer.

3. Resources, Availability & Commitment of Key Personnel

Details of the technical resources which the Consultant will apply and make available for the project. In this respect, the Consultant shall submit as a minimum the following organisational details:

- Organisational chart with description of key roles
- Names and relevant experience and qualification for personnel who will fulfil key roles, detailed CVs of these persons and confirmation that these persons will be available to perform the required Services.

4. Detailed Schedule and methodology

A detailed schedule for undertaking the required Services which defines the thought behind the systems deployed

APPENDIX E – CONSULTANT GENERAL INFORMATION & EXPERIENCE

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Consultant General Information & Experience - Refer to Appendix E to complete Consultant Information.

APPENDIX F – REFERENCE DOCUMENT



Drawing A100 – Proposed Project Layout Plan