



INVITATION TO TENDER

THE RENOVATION WORKS TO THE ROAD TOWN POLICE STATION – PHASE II – ROAD TOWN POLICE STATION

REFERENCE: RDA/ITT/2021/010/NCB

PROJECT CODE: 181.07

DATE: 30 DECEMBER 2021

Our Ref: RDA/ITT/2021/010/NCB

30 December 2021

Dear Sir/Madam,

**INVITATION TO TENDER FOR THE RENOVATION WORKS TO THE ROAD TOWN POLICE
STATION – PHASE II**

1. Tenders are invited in accordance with the following Notices and Instructions for the provision of services detailed in this instruction. The issue of an Invitation to Tender (ITT) is not to be construed as a commitment by the Authority to place an order as a result of the tendering exercise or at any later stage. Any expenditure, work or effort undertaken prior to contract award is accordingly a matter solely for the commercial judgement of the tenderer. The RDA also reserves the right to undertake an iterative tendering process following receipt of the tender responses. **Any clarification required in connection with this Invitation to Tender (ITT) must be sought only from the Procurement Team of the RDA as follows:**

Director of Procurement
Recovery and Development Agency
Building 13 Cyril B Romney Tortola Pier Park,
Wickham's Cay I,
Tortola, VG1110, British Virgin Islands
Email: procurement@bvirecovery.vg

**Subject: RDA/ITT/2021/010/NCB – Renovation works at the Road Town Police Station- Phase-II,
Road Town, Tortola**

2. A **Bidder's Conference and Site Visit** is proposed to be held at the Royal Virgin Islands Police Force, Satellite Office Road Reef Marina, Tortola on **Thursday 6th January 2022 at 10:00 AM**. Due to security reasons **only** one (1) representative will be allowed per company.

It should be noted that this event cannot be repeated for any individual Tenderer.

Subsequent visits may be made to the site however, respective Tenderer's are encouraged to notify the Landlord prior to such visits and permission to access outside of the bidder's conference should not be considered a rite of any bidder. Any questions arising from such visits shall be in writing to the Director of Procurement.

3. This tender must be submitted on or before **Friday 21st January 2022 at 10:00 A.M.**

4. **VALIDITY OF THE OFFER:** Your tender(s) should be valid for a period of **90 days** from the date of receipt for tender(s).

5. **The Agency is not bound to accept the lowest or any quotation and reserves the right to reject all quotations. The Agency also reserves the right to evaluate the quotations in any manner it deems fit.**

Recovery and Development Agency

Director of Procurement

Recovery and Development Agency
Building 13 Cyril B Romney Tortola Pier Park,
Wickham's Cay I,
Road Town, Tortola, VG 1110
British Virgin Islands

**Invitation to Tender No.
RDA/ITT/2021/010/NCB**

Due for Return on **21th January 2022**

By 10:00 A.M.

REQUIREMENTS

FOR

**THE RENOVATION WORKS TO THE ROAD TOWN POLICE STATION
PHASE II**

AT

ROAD TOWN POLICE STATION

The contents of this Invitation to Tender must not be disclosed to unauthorised persons and must be used only for the purposes of tendering. Please read these documents carefully before tendering. The procurement process being used for this activity is National (Domestic) Competitive Bidding (NCB).

1. Introduction

The improvement of the Security and Justice sector within the territory is of primary importance to the Government of the Virgin Islands. This tender represents the next phase in a continual process to redevelop the security infrastructure. In partnership with the Governor's Office the RDA is issuing a tender for the construction works associated with this programme.

The aim of this programme is to improve the safety and security of the Virgin Islands, whilst improving the physical working conditions, and facilities of the Royal Virgin Islands Police Force (RVIPF). The achievement of this goal will be through the redevelopment of the police stations at Road Town. This work is of primary importance and is designed to deliver facilities that meet modern Occupational Safety and Health Administration requirements and international standards.

The sensitive nature of this project does not allow for the design documentation to be issued to market however this information will be available to the successful bidder. This document will provide a description of the works expected to be completed and an expected programme for the duration. Only contractors that have the capability and availability will be successful.

Timings

The works must be completed before the end of the UK Government financial year (31 March 2022) in order to gain grant funding available. It is therefore critical that bidders understand the constraints and expediency necessary for the works to be completed. There is a risk that works progressing into next financial year will not be approved as there is no follow-on funding available.

Contractual Conditions

The sensitive nature of this project prevents the issuance of designs and drawings. These will be made available to the successful bidder after contract award. The contract will therefore be a repayment contract. The successful bidder will be required to work with the RDA in an open book fashion with an agreed overheads and profit percentage.

2. Instructions to Bidders:

Tenders (commercial and financial) are to be delivered **in separately sealed envelopes (with an electronic copy included on a flash drive)**, to the tender box at the address shown above, for receipt no later than the date and time stated above. The envelope bearing the label will not be opened until the date printed on it. Any request for an extension of the period for tendering must be received by the Director of Procurement, at least 5 working days before the due date for return. However, no undertaking can be given that an extension will be granted.

Tenderers Proposals are to be submitted in **two parts** as follows:

- **Part A.** Part A is to comprise of your Commercial (Financial) Proposal, which should include full details of the items requested below. These documents are to be returned, by the time and date shown above, in a sealed envelope bearing the relevant ITT label and marked **'Financial Proposal'**. This proposal will take the form of a letter acknowledging the following conditions:
 - The contract will be a repayment contract.
 - The bidder will run an 'open book' policy with the authority.
 - The Authority will pay within 30 days of receipt of an accurate and correct invoice.
 - The maximum budget for this contract is \$300,000 and invoices resulting in this limit being exceeded will not be paid.
 - Confirmation that the Tenderers offer will remain open for a period of 90 days from the due date.

Bidders will also be required to provide the percentage of the contract that will represent their overheads and profit. This will be the percentage that is added onto direct project costs for the delivery of the project. **It is this percentage that will be evaluated as part of the commercial score. This should be provided in the following terms:**

We agree to profit percentage of A%.

We agree to overheads cost of B%.

The repayment arrangement will result invoicing for direct costs plus (A+B) %.

- **Part B.** Part B is to comprise of the Technical Proposal, which should include full details of the items requested in this document. **Three hardcopies of the Technical Proposal is required.** These documents are to be returned, by the time and date shown above, in a **separately sealed**

envelope bearing the relevant ITT label and marked '**Technical Proposal**'. The Authority cannot undertake to give consideration to any tender submitted in a different manner or to any tender not received on time. **Part B must not include any reference to the information that is evaluated as part of the Commercial (Financial) proposal (Part A).**

Additional Considerations

The Tenderer should comply fully with these Notices and Instructions as **any non-compliance** with them during the tender process **may result in withdrawal of the Invitation to Tender**. The decision of the Authority in this matter is final.

Alternative Conditions. Tenders are to comply with the notices and instructions set out in this form and the conditions of the accompanying ITT documents. Offers made subject to additional or alternative conditions may not be considered and may be rejected on the grounds of such conditions alone.

Communication During the Tender Period/Tender Queries. During the Tender Period, contractual and technical queries must be referred in writing to the address given not less than 10 days before the Tender Return Date.

Extensions. Any request for an extension of the period for tendering must be received by the Procurement Officer at least 5 working days before the due date for return. However, no undertaking can be given that an extension will be granted.

Delivery of Tenders. It is bidders' responsibility, as Tenderer, to make sure that Tenders arrive at the address shown by the time specified for return of Tenders. **Emailed or telephone Tenders will not be accepted. Technical and Financial proposals not submitted in separately sealed envelopes will be disqualified immediately.** The envelope must not display your name or address on the outside, however your full contact details should be provided within each envelope.

Language. Tenders and all related correspondence must be in English. Similarly, all Contract related correspondence, including designs, drawings, management information, invoices etc. must be submitted in English.

Law. Any contract resulting from this tender shall be deemed to be subject to the Law of the Virgin Islands – where ambiguity exists then English law should be used.

Invoicing. The Authority will only pay invoices on completion of works or services. Proof must be available that the invoiced amount is correct, and the value of that invoice has been incurred by the contractor.

Alteration of Entries. Once a price or other entry has been inserted, it should not be altered or erased. Any necessary corrections are to be made by striking through the unwanted entry and inserting the correct one adjacent to it. **All such corrections are to be initialled by the Tenderer.**

Expenses/losses. No tendering expenses or losses will be reimbursed by the RDA. This includes expenses incurred by the Tenderer in attending site visits and meetings in connection with the Tender.

Fraud and Ethical Behaviour. The Tenderer should make clear in their submission that they understand and accept that fraudulent activity is not acceptable to any extent. They should confirm their commitment to ethical business behaviour and give full details of their proposals for the detection and deterrence of fraudulent activity, and the proposed action if fraud is suspected or discovered. The tenderer shall comply with the RDA policy on fraud and ethical behaviour. Tenderers to submit a clear statement detailing if they have any linkage, whether as a subsidiary company, sub-contractor, etc, on any RDA, GOVI and UKG Contracts. *[template at section 5]*

Safeguarding. The Tenderer should make clear in their submission that they understand and will comply with the RDA safeguarding policy which is available on the RDA website.

Confidentiality of Tenders. The Tenderer is to note the following:

- You are required to keep your tender confidential and not divulge to anyone, even approximately, what your tender price is or will be, before the decision on Contract award is made known by the Authority. The sole exception to this is information you may have to give to your insurance company, or broker, in order to compile your tender, but you must stress to them that this information is given in strict confidence.
- You must not obtain or try to obtain any information in connection with anyone else's tender or proposed tender before the timescales set herein.
- You must not make any arrangements with anyone else about whether or not they should quote, or about their or your tender prices or terms and conditions. You may, however, obtain any necessary sub-contractor quotations. Please confirm your understanding of, and compliance with this, in your Tender.

Documents. Any documents issued to Tenderers remain the property of the Authority. **Such information must not be seen by unauthorised persons and must be used only for the purpose of tendering.** These provisions apply equally to drawings etc., the property rights of which vest in a third party. Drawings etc. should be retained pending notification of the result of tendering, when those held by unsuccessful Tenderers should be returned to the Authority. Only the current editions/versions of the Contract Documents named in this RFQ shall apply in connection with the Contract. The Tenderer is not to alter or amend any of the Contract Documents.

3. Details of Submission

Commercial (Financial) Proposal

The commercial proposal will represent 60% of the total combined score of the evaluation. This submission must address, as a minimum, the following subjects **in the order set out below, with each subject clearly sectioned and indexed. One copy is required.** The calculation for this is shown below:

$$\text{Score} = 60\% \times \frac{\text{Lowest } (A + B)\%}{(A + B)\% \text{ Under Evaluation}}$$

Compliance Statement. Tenderers shall state that their offer is made in accordance with the requirements of the ITT and that they will comply in all respects with the Conditions of Contract. Offers made subject to additional or alternative conditions may not be considered and may be rejected on the grounds of such Conditions alone.

Payment of Sub-Contractors. The Contractor shall pay his sub-contractors and suppliers within 30 days of receipt of a valid claim. Previously some Tenderers have chosen to interpret this as meaning that sub-contractors and suppliers must be paid within 30 days from the date of validation of the sub-contractor's or supplier's claim and in some cases as 30 working days. Neither of these interpretations is acceptable. Sub-contractors and suppliers must be paid within 30 days from the date of receipt from the sub-contractor or supplier of an acceptable claim, no matter how long the validation process takes. Tenderers should make clear in their submission that they understand and accept this interpretation.

Insurance. Tenderers shall provide full details of all insurance cover proposed, with details of individual policy costs along with details of any exclusion of such policies. Tenderers are to provide, as a minimum, cover details for;

- Employee Liability.
- Contractor “All Risk”.
- Public Liability.
- Professional Indemnity.

Price. As a guide to determine insurance values and profits the maximum budget available for this project is **\$300,000**. Under the repayment terms and conditions of contract the Authority will limit its liability to this sum. This is a fixed sum and therefore it is the responsibility of both parties to ensure that this price is not exceeded. Invoices above this amount will not be paid. All prices and rates must be stated in US Dollars and be exclusive of all taxes.

Tender Period. Provide confirmation that the Tenderers offer will remain open for a period of 90 days from the due date.

Maintenance / Defects Liability Period. The Tenderer shall provide a clear statement demonstrating their understanding and acceptance of the 12 months Maintenance / Defects Liability Period from the date of handover to the Client.

Statutory Compliance and Performance. The Tenderer must submit copies of the following documents:

- **Legally Registered:**
 - Copy of Valid Trade Licence (current year)
 - Copy of Valid Certificate of Incorporation - if applicable
 - Copy of Valid Certificate of Tax Registration -not applicable
- **Financial Good Standing:**
 - Financial statements signed off by a certified Accountant spanning the past three (3) years as pertains to the business.
 - Certificate of Good Standing – Social Security Board (for BVI registered companies).
 - Certificate of Good Standing – Inland Revenue Department (for BVI registered companies).
 - Certificate of Good Standing – National Health Insurance (for BVI registered companies).
- **Performance:**
 - Performance Evaluation on previously completed Government / RDA contract – not applicable.

Technical Proposal

The Technical Proposal will represent 40% of the total score of the evaluation and shall include binding proposals, which shall constitute the “Tenderer’s Proposal” in any subsequent contract. **Three copies are required. The Tenderer’s technical proposal must not include any financial information** but must cover the subjects detailed below in the order that they appear. **Tenderers will be required to**

obtain a minimum of 60% of the available marks, failing which, their tenders will not be considered for further evaluation. The proposal will be evaluated against the criteria within the evaluation scoring guide and bidders are recommended to use that as a means for developing their submissions:

- **Company Profile:** The bidder is to provide an executive summary of the company that will be bidding for the works. This is to include the following information:
 - Areas of work and specialisms
 - Types of common clients
 - Years of operation
- **Previous Experience:** Provide examples of similar projects that the company has worked on in the last 5 years.
- **Key Personnel:** Provide a CV of the key 4 people that will be involved in this project. It is recommended that this includes the following personnel:
 - Project Manager
 - Mechanical / Electrical Lead
 - Civils Lead / Foreman
 - Quantity Surveyor
- **Resources Available:** The following information should be provided so that the authority can be assured of the resources available for the delivery of this project:
 - Company organisation diagram showing key positions and people.
 - The company should provide a statement indicating the number of employees directly employed within the company.
 - The company should provide a list of the partner organisations that are available to support this project.
 - The company should provide a list of the relevant equipment under direct ownership of the company.
 - The company should list any activities that it will expect to have to be contracted out and list the likely supplier that will perform those activities.
- **Health and Safety Policy:** The company should provide a copy of their health and safety policy.
- **Sample Method of Works:** The company should provide a Method of Works which should include details of how the Tenderer will complete all the components of this project in accordance with the Requirements.

The scoring of the technical submission will be 40% of the total score and broken down as follows:

Criteria	Score	Total Percentage
Company Profile	10	5%
Previous Experience	20	10%
Key Personnel	16	8%
Resources Available	16	8%
Health and Safety Policy	5	2.5%
Method of Works	13	6.5%
Totals	80	40%

Acceptance

The Board of the Recovery and Development Agency does not bind themselves to accept the lowest or any tender; and may refuse to consider any Tender which is incomplete or qualified in any way.

The Authority reserves the right, unless the tenderer expressly stipulates to the contrary in their tender proposal, to accept such portion thereof as the Authority may decide. The Authority is not bound to accept the lowest priced tender.

Debriefing Tenderers

The Tenderer should note that it is the Authority's policy to debrief unsuccessful Tenderers. The purpose of the debrief is to let an unsuccessful Tenderer know why an offer was rejected. A debrief will only take place after the award of Contract, and when requested by an unsuccessful Tenderer. A debrief will normally be given within one month from the date of request, or from the award of Contract, whichever is later.

Award Date of Contract

For your guidance the expected award date of this Contract is estimated to be 28-Jan-2022, although no guarantee of this can be given at this stage.

4. Scope of Works

This work represents a component of a long running programme to repair and upgrade the police stations across the territory. The works for this tender are for the Road Town Police Station.

Location

The Road Town Police Station is located at the GPS coordinates **18°25'39.09"N 64°37'17.44"W** shown on the pictures below:



The police station is shown in the turquoise boundary on the picture above.

Works Required

The description of the works required for each site is briefly shown below to provide an understanding of the scale of the works that will be undertaken as part of this repayment contract:

Description	Scope	Percentage of works
Road Town Main Police Station		
Custody Area 1 - Interior	The rehabilitation of the sub-surface sewage pipelines and wastewater lines, the installation of a HVAC system, installation of ground floor drains and installation of new cell doors.	11%
Custody Area 2 - Exterior	The renovation and repurposing of the existing exterior custody cells into detention cells.	5%
Exhibit Room	The conducting of a detail mould cleaning, installation of fresh air intake ventilation and the repurposing of the exhibit room.	11%
Detention Cells	The renovation and repurposing of the detention cells into a searching and inspection area; comprising of the installation of a HVAC system, external telephone system and ventilation.	5%
Forensic Room	The complete rehabilitation of ground floor comprising of capping off of a ground spring well, installation of damp vapor membrane and installation perforated floor piping system.	24%
Intelligence Office	The renovation of workstation and office, a 2-door barrier system, security camera system, lighting, partition wall sound proofing, natural lighting, air conditioning and access door.	14%
Road Policing Unit	The extension of the existing Road Policing Unit office with 11 open space workstation, ceiling, roofing, emergency exits, data networks, air conditioning and fire storage cabinets.	20%
K-9 Kennels	The construction of 3 additional ground floor kennels, the extension of chain-link fencing and the installation of a key access gate.	9%

Programme

The table below provides key timings behind the planning for the delivery of this project. Tenderers are expected to be available and capable of achieving this timeline:

Activity	Start	Finish
Mobilisation	28 January 2022	30 January 2022
Execution of Works	31 January 2022	20 March 2022
Snagging	21 March 2022	24 March 2022
Handover	25 March 2022	26 March 2022

5. SUBMISSION CHECKLIST – NOTICES AND INSTRUCTIONS TO TENDERERS

Detailed Requirement	Submitted YES / NO	Remarks
COMMERCIAL (FINANCIAL) PROPOSAL		
<p>Proposal. This proposal will take the form of a letter acknowledging the following conditions:</p> <ul style="list-style-type: none"> ○ The contract will be a repayment contract. ○ The bidder will run an 'open book' policy with the authority. ○ The Authority will pay within 30 days of receipt of an accurate and correct invoice. ○ The maximum budget for this contract is \$300,000 and invoices resulting in this limit being exceeded will not be paid. ○ Confirmation that the Tenderers offer will remain open for a period of 90 days from the due date. <p>Bidders will provide the percentage of the contract that will represent their overheads and profit. It is this percentage that will be evaluated as part of the commercial score.</p> <p>Statement of Compliance. Tenderers shall state that their offer is made in accordance with the requirements of the ITT and that they will comply in all respects with the Conditions of Contract.</p> <p>Payment of Sub-Contractors. Tenderer's confirmation that they comply with the Payment of Sub-Contractors requirements of the ITT.</p> <p>Insurance. Tenderer's provision of information demonstrating that the Tenderer complies with the ITT Insurance Requirements.</p> <p>Price. Tenderer's statement that under the repayment terms and conditions of contract the Authority will limit its liability to the maximum price.</p> <p>Offer Period. The Tenderer to provide confirmation that the offer will remain open for a period of 90 days from the due date.</p>		

Detailed Requirement	Submitted YES / NO	Remarks
<p>Maintenance / Defect Liability Period. The Tenderer's statement demonstrating their understanding and acceptance of the maintenance / defects liability period.</p> <p>Statutory Compliance & Performance. The Tenderer must submit copies of the following documents:</p> <p>Legally Registered:</p> <ul style="list-style-type: none"> ○ Copy of Valid Trade Licence (current year) ○ Copy of Valid Certificate of Incorporation - if applicable ○ Copy of Valid Certificate of Tax Registration - if applicable <p>Financial Good Standing:</p> <ul style="list-style-type: none"> ○ Financial statements signed off by a certified Accountant spanning the past three (3) years as pertains to the business. ○ Certificate of Good Standing – (Social Security Board) – for BVI registered companies. ○ Certificate of Good Standing – Inland Revenue Department – for BVI registered companies ○ Copy of Good Standing Certificate – Registrar of Corporate Affairs (only applicable to incorporated businesses). <p>Performance: Performance Evaluation on previously completed Government / RDA contract - if applicable.</p>		
TECHNICAL PROPOSAL		
<p>Company Profile. The bidder is to provide an executive summary of the company that will be bidding for the works</p> <p>Previous Experience. Provide examples of similar projects that the company has worked on in the last 5 years</p> <p>Key Personnel. Provide a CV of the key 4 people that will be involved in this project.</p> <p>Resources Available. The following information should be provided so that the authority can be assured of the resources available for the delivery of this project:</p>		

Detailed Requirement	Submitted YES / NO	Remarks
<ul style="list-style-type: none"> Company organisation diagram showing key positions and people. The company should provide a statement indicating the number of employees directly employed within the company. The company should provide a list of the partner organisations that are available to support this project. The company should provide a list of the relevant equipment under direct ownership of the company. The company should list any activities that it will expect to have to be contracted out and list the likely supplier that will perform those activities. <p>Health and Safety Policy. The company should provide a copy of their health and safety policy</p> <p>Sample Method of Works. The company should provide a Method of Works which should include details of how the Tenderer will complete all the components of this project in accordance with the Requirements</p>		
FRAUD AND ETHICAL BEHAVIOUR & SAFEGUARING [See below]		
<p>The Tenderer should make clear in their submission that they understand and accept that fraudulent activity is not acceptable to any extent. They should confirm their commitment to ethical business behaviour and give full details of their proposals for the detection and deterrence of fraudulent activity, and the proposed action if fraud is suspected or discovered.</p> <p>Tenderers to submit a clear statement detailing if they have any linkage, whether as a subsidiary company, sub-contractor, etc., on any RDA, GOVI and UKG Contracts.</p> <p>The Tender should make clear in their submission that they understand and will comply with the RDA safeguarding policy</p>		

6. Corrupt and Fraudulent Practices - Statement

[Notes to Bidders: This Section shall not be modified.]

It is the Virgin Islands Recovery and Development Agency (RDA)'s policy to require that bidders, suppliers (including suppliers of consulting services), and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the RDA:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) **"fraudulent practice" means a misrepresentation** or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) "collusive practices" means a scheme or an arrangement between two or more bidders, with or without the knowledge of the RDA, designed to establish bid prices at artificial, non-competitive levels; and
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process or affect the execution of a contract.
- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;
- (c) will normally cancel the portion of the Financing allocated to a contract if it determines at any time that representatives of the RDA or of a beneficiary of the Financing is engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract;
- (d) will sanction a body corporate or individual, including declaring the body corporate or individual ineligible, either indefinitely or for a stated period of time, to be awarded a RDA-financed contract if it at any time determines that the body corporate or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a RDA-financed contract; and
- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by the RDA requiring bidders, suppliers and contractors to permit auditors appointed by the RDA to inspect their accounts and records and other documents relating to the bid submission and contract performance as well as to have them audited by auditors appointed by the RDA.