



GOVERNMENT OF BERMUDA

Ministry of Public Works

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**Department of Works and Engineering**

**BEAST Septage Receiving Station**

**Tynes Bay Septage Facility**

30 Palmetto Road

Devonshire, DV 07

**Tender Documents**

Invitation to Tender

Instructions to Tenderers

Form of Tender

Appendix to Form of Tender

Certificate of Non-Collusion

Company Information Form

Short Form of Contract

Tender Evaluation Matrix

Drawings

Equipment Supply Submittal

***Issued for Tender: 8<sup>th</sup> January 2016***

General Post Office Building, 3<sup>rd</sup> Floor, 56 Church Street, Hamilton HM 12, BERMUDA

PO Box HM 525, Hamilton HM CX, BERMUDA

Phone: (441) 294-9079 Fax: (441) 294-9087 Email: [tjharmer@gov.bm](mailto:tjharmer@gov.bm) Website: [www.gov.bm](http://www.gov.bm)



## INVITATION TO TENDER

### BEAST Septage Receiving Station

31 Palmetto Road  
Devonshire, DV 07

Tenders are invited from **Experienced Contractors** for the above captioned project. The project involves providing the following scope of works at the Tynes Bay Septage Facility:

#### Electrical

1. Trenching and the supply and installation of electrical rigid PVC conduit and liquid tight conduits and all components;
2. Supply and install electric panel;
3. Supply and install disconnect switches;
4. Supply and install circuit breakers;
5. Installation of owner supplied power centre;
6. Installation of owner supplied control panel;
7. Installation of owner supplied area luminaire;
8. Installation and termination of electrical conductors;

#### Plumbing

9. Plumbing connections from BEAST to existing facility;
10. Installation of owner supplied well pump and pressure tank;
11. Supply and installation of new 6" schedule 40 pipe between spill drain and catch basin;
12. Supply and installation of new 6" schedule 40 pipe discharge line from BEAST to existing settling tank;
13. Supply and installation of new 8" schedule 40 pipe from catch basin to lower drain of settling tanks;
14. Supply and installation of new 1.5" schedule 40 pipe from BEAST to settling tank via pump;

#### Structural

15. Concrete slab construction for trucks, septage facility and relocated trailer;
16. Relocation of existing site trailer and associated utilities (electrical/plumbing) to new location;
17. Installation of Precast 1500 gallon catch basin;
18. Installation of electrical/CCTV poles.

#### Mechanical

19. Install the BEAST equipment on slab as per manufacturer's instructions;
20. Complete all necessary pipework connections and supply and install connecting pipework as required;
21. Complete all necessary electrical connections for the BEAST; and,
22. Provide standby personnel during final commissioning of BEAST equipment.

It is the Tenderer's responsibility to read the entire Tender Package and to comply with all requirements herein. Tender documents are to be downloaded from the Government of Bermuda, Office of Project Management and Procurement (OPMP) website: [www.opmp.gov.bm](http://www.opmp.gov.bm) "Current Procurement Notices" tab.

A Site Tour will be conducted at **10:00AM AST on Tuesday, 18<sup>th</sup> January 2016**. Appropriate PPE must be worn (steel-toed boots). Meet at the existing **Septage Receiving Station** in the proximity of Tynes Bay



WTE Facility's industrial exit.

Contractors submitting a tender for this work will be required to provide sufficient information to demonstrate their technical and financial capability to complete the works in accordance with the specification and schedule and demonstrate that they have successfully completed similar projects involving mechanical equipment installations. Tenders submitted by contractors who cannot demonstrate this expertise will be automatically disqualified.

All responses to this Tender must be received by the Project Manager listed below before **3:00PM Atlantic Standard Time on 29<sup>th</sup> January 2016** and clearly marked with "BEAST septage Receiving Station" on the outer envelope.

Ministry of Public Works  
Department of Works and Engineering  
3<sup>rd</sup> Floor, 56 Church Street  
Hamilton, HM12 Bermuda  
**Attention: J Tarik Christopher**  
Fax: (441) 292-4219;  
Email: [tjchristopher@gov.bm](mailto:tjchristopher@gov.bm)

**Copy to: Keith Claridge**  
[kclaridge@gov.bm](mailto:kclaridge@gov.bm)

**Late submittals will not be accepted.**



## INSTRUCTIONS TO TENDERERS

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**Part 1 GENERAL**

**1.1 PUBLIC ACCESS TO INFORMATION:**

- .1 Any information collected or used by or on behalf of the Government of Bermuda under this solicitation document is subject to the Public Access to Information Act 2010 (“Act”). The information belongs to a class of information that might be made available to the general public unless it is contained in a record that is exempt from disclosure under the Act. Any questions regarding the collection, use, or disclosure of the information should be directed to the public authority that issued this solicitation document.

**1.2 Timetable**

- .1 Clarification Question on Tender Documents – must be received earlier than four (4) calendar days prior to the deadline for the submission of Tenders (Clause 2.2)
- .2 **Mandatory Site visit 10:00 a.m. on 18<sup>th</sup> January 2016, 2015** (Clause 3.7)
- .3 Deadline for Submission Tenders must be delivered no later than **3:00 p.m. 29<sup>th</sup> January, 2016**. Late Submission will not be considered. (Clause 4.2)

**1.3 Description of Works**

- .1 The Ministry of Public Works requests the services of a contractor to provide electrical, plumbing and structural installations in order to facilitate the installation of the BEAST Septage Receiving Station at the existing Septage Facility located on the property of the Tynes Bay WTE Facility.
- .2 The Work included in this contract comprises providing these services in accordance with the Term Service Contract, Contract Data Part One and Part Two, including Annex A, Annex B and the Service Information (herein called the *Contract Documents*).

**1.4 Schedule**

Action(s)	Date(s) and Time(s)
Request for Tender Released	8 <sup>th</sup> Jan 2016
Pre-bid Site Visit	10am AST 18 <sup>th</sup> Jan 2016
Deadline to request additional information	25 <sup>th</sup> Jan 2016
Last date on which additional information is issued by the Ministry	26 <sup>th</sup> Jan 2016
Deadline for Receipt of Bids from tenderers	3pm AST 29 <sup>th</sup> Jan 2016

\*All times Atlantic Standard Time

**1.5 Eligibility and Qualification Requirements**

- .1 This is only open to Tenderers who meet the criteria described herein.
- .2 The Contractor and the Contractor’s specialist sub-contractors (hereinafter included when referred to as the “Contractor”) must meet certain requirements, specified herein, in order to be considered as eligible Tenderers for the project. Contractors, sub-contractors and contracting teams, who fail to meet with the requirements specified herein as to qualifications, will not qualify for this project, and their tenders will not be accepted.



- .3 The Contractor must have a minimum of 5 years of experience in providing General Contracting services in Bermuda.
  - Provide a list of at three (3) organizations where similar services have been provided;
  - Include a contact number for each organization.
- .4 The Contractor shall submit with his completed tender all appropriate documentation in order to demonstrate the necessary experience and expertise as noted in Clause 1.4.3 above. This shall include descriptions of relevant and similar past projects with resumes of key personnel to be assigned to the project and the names and full details of experience of any sub-contractors.
- .5 Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements:
  - .1 The Tender, and in the case of a successful Tenderer, the Form of Agreement shall be signed so as to be legally binding on all partners;
  - .2 One of the partners shall be nominated as being in charge; and this authorisation shall be evidenced by submitting a power of attorney signed by legally authorised signatories of all the partners;
  - .3 The partner in charge shall be authorised to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture, and the entire execution of the Contract including payment shall be done exclusively with the partner in charge;
  - .4 All partners of the joint venture shall be liable, jointly and severally, for the execution of the Contract in accordance with the Contract terms and a relevant statement to this effect shall be included in the authorisation mentioned under .2 above as well as in the Form of Tender and the Form of Agreement (in the case of a successful Tenderer); and
  - .5 A copy of the Agreement entered into, by the joint venture partners, shall be submitted with the Tender.
  - .6 All corporate tenderers must include, with their tenders, a copy of the company's **Certificate of Incorporation** as evidence of the fact that the company is an existing registered company at the date of tender. Failure to provide the certificate of incorporation will render the tender void.
  - .7 The Certificate of Confirmation of Non Collusion is a mandatory requirement for all tenderers. All forms of agreement submitted which do not include a signed copy of this certificate will be wholly rejected and will not be included in the evaluation process.
  - .8 If it is later found that the undertaking made below has been breached at any stage of the process, the contractor will be expelled from the process immediately. In the event that this is discovered after the contract awarded, legal action may be taken also exclude the tenderer, and any other person or company involved in the collusion, from involvement in future contracts with the Government of Bermuda.



## 1.6 Cost of Tendering

- .1 The Tenderer shall bear all costs associated with the preparation and submission of his Tender and the Ministry of Public Works, hereinafter referred to as the *Employer*, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Tendering process.

## 1.7 Site Inspection and Tender Information

- .1 Contractors must attend a **Mandatory Site Tour** at the **Tynes Bay WTE Facility** on **18<sup>th</sup> January, 2016 at 10:00 am**. Meet at the **Tynes Bay Septage Facility** located in the proximity of the industrial exit of Tynes Bay WTE Facility. Tenders will not be accepted from a company that fails to have a representative attend the mandatory site tour.
- .2 The Tenderer is advised to visit and inspect the sites and surrounding areas where the Service is to be performed. The Tenderer shall be deemed to have satisfied themselves as to the form and nature of the site, the quantities and nature of the Work and materials necessary for the completion of the Work, and in general to have obtained all necessary information as to the risks, contingencies and other circumstances which may influence or affect his Tender.
- .3 Tenderers will be granted permission by the Employer, upon application, to enter upon the site of the Service for the purpose of inspection but only upon the express condition that such person will release and indemnify the Employer from and against all liability in respect of personal injury, loss of or damage to property and any other loss.
- .4 Tenderers shall make their own assessment of existing facilities, conditions and difficulties which will affect the execution of the Work called for by the proposed FIDIC Short Form contract; including local conditions, constraints due to labour conditions, uncertainty of weather, difficulties with access, and all other reasonable contingencies. Tenderers shall satisfy themselves by personal examination of the site of the proposed Service and by such other means as they choose as to actual conditions and requirements, and as to the quantities required.
- .5 The Tenderer shall make and will be deemed to have made the fullest inquiries in Bermuda as to the availability of skilled and unskilled labour which he may require in the execution of the Contract and shall employ, to the extent practicable and reasonable, staff and labour from sources within Bermuda.
- .6 No after claim will be allowed or considered for any work that may be required for the proper execution and completion of the work, due to failure by the Contractor to examine the site and make proper allowances for the conditions to be encountered.

## 1.8 Safety

- .1 All work must be carried out in strict accordance with the Bermuda Occupational Safety and Health Act 1982 and the Occupational Safety and Health regulations of 2009, and any subsequent revision
- .2 Alcohol, Smoke and Drug-Free Policy: All Government buildings and work sites are designated as alcohol, smoke and drug-free.
- .3 Please note: the Department of Works and Engineering policy includes the provision that no alcohol or prohibited drugs shall be consumed on the site or in any vehicle related to the work or service provided. Also, no employ of the contractor or sub-contractor shall be under the influence of alcohol or drugs whilst at work.





## Part 2 TENDER DOCUMENTS

### 2.1 Content of the Tender Documents

- .1 The set of Tender documents issued for the purpose of Tendering includes the following documents, together with any Addenda thereto issued in accordance with Clause 2.3 and any minutes of pre-Tender meetings.

#### **Tender Documents and Forms**

- Invitation to Tender
  - Instructions to Tenderers
  - Bid Forms
    - Form of Tender
    - Appendix to Form of Tender
    - Certificate of Confirmation of non-collusion
    - Company Information
    - MPW Short Form Contract
  - Exhibit 'A' – Tender Evaluation Matrix
  - Drawings
  - Equipment Supply Submittal (for information)
- .2 The Tenderer is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the Tender documents. Failure to comply with the requirements of the Tender submission will be at the Tenderer's own risk.
- .3 Tender documents are to be downloaded from the Government of Bermuda, Office of Project Management and Procurement website: [www.opmp.gov.bm](http://www.opmp.gov.bm) "Current Procurement Notices" tab.

### 2.2 Clarification of Tender Documents

- .1 A prospective Tenderer requiring any clarification of the Tender documents may notify the Ministry in writing by email at the Ministry's address indicated below. The Ministry will respond by posting an addenda on the procurement website [www.opmp.gov.bm](http://www.opmp.gov.bm) "Current Procurement Notices" tab for clarification which they receive earlier than four (4) calendar days prior to the deadline for the submission of Tenders. Written copies of the Ministry's response, where necessary (including a description of the inquiry but without identifying its source), will be sent to all prospective Tenderers who have provided contact details.

- .1 Submissions of written queries shall be sent to the Employer at the following address:

Ministry of Public Works  
Department of Works and Engineering  
3<sup>rd</sup> Floor, 56 Church Street  
Hamilton, HM12 Bermuda

**Attention: J Tarik Christopher**

**Copy to: Keith Claridge**

Fax: (441) 292-4219;

Email: [tjchristopher@gov.bm](mailto:tjchristopher@gov.bm)

[kclaridge@gov.bm](mailto:kclaridge@gov.bm)

Absolutely no verbal questions/clarification will be acknowledged.



### **2.3 Amendment of Tender Documents**

- .2 At any time prior to the deadline for submission of Tenders, the Ministry may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender documents by the issuance of an Addendum.
- .3 The Addendum will be sent in writing by email to all prospective Tenderers who have attended the Site Meeting from the Ministry and will be binding upon them.
- .4 All prospective Tenderers are responsible for checking the Government of Bermuda, Office of Project Management and Procurement website: [www.opmp.gov.bm](http://www.opmp.gov.bm) "Current Procurement Notices" tab and download Addenda posted with regard to this project.
- .5 In order to afford prospective Tenderers reasonable time in which to take an Addendum into account in preparing their Tenders, the Ministry may, at their discretion, extend the deadline for the submission of Tenders in accordance with Clause 4.2.

## **Part 3 PREPARATION OF TENDER RESPONSE**

### **3.1 Language of the Tender**

- .1 The Tender prepared by the Tenderer and all correspondence and documents relating to the Tender exchanged by the Tenderer and the Employer, shall be written in the English language.

### **3.2 Documents Comprising the Tender**

- .1 The Tender to be prepared by the Tenderer shall contain the following:
  - .1 Form of Tender, including Confirmation of Addenda received
  - .2 Appendix to Form of Tender
  - .3 Tender Price Analysis & Unit Price Breakdown
- .2 Additional Required Documentation
  - .1 Letter from principal bank confirming credit status of Tenderer;
  - .2 Eligibility and qualifications of firms and personnel;
  - .3 Tenderer's and Sub-contractor's Certificates of Incorporation;
  - .4 Construction Schedule;
  - .5 Method Statement about how the installation is to be completed;
  - .6 Safety and Health Plan for the Project;
  - .7 Any other materials required to be completed and submitted in accordance with the Instructions to Tenderers embodied in the Tender documents.

The Form of Tender, Certificate of Non-Collusion, Company Information, and Tender Price Analysis shall be submitted without exception. One copy of each document shall be returned in accordance with Clause 3.8.



### 3.3 Tender Prices

- .1 Unless stated otherwise in the Tender documents, the Contract shall be for the whole Services as detailed in the contract documents and based on the completed Price List, as submitted by the Tenderer.
- .2 The Tenderer shall fill in fixed rates and unit prices for all items of Works described in the Price List. Items against which no price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other fixed rates in the Price List.
- .3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as of the closing date for submission of Tender, shall be included in the rates and prices and total Tender.
- .4 If the solicitation is amended, all terms and conditions that are not amended remain unchanged.
- .5 Unless stated otherwise in the tender documents, the contract shall be for the specific work as detailed in the tender documents and based on the completed form of tender, price list.

### 3.4 Special Requirements

- .1 **The Contractor shall provide hourly and fixed rates for the Services where indicated in the Price List.**

### 3.5 Tenderer's Schedule

- .1 Tenderers are advised that in order to comply with the tendering procedure for this Contract, Tenderers shall include with their completed tenders a statement of the length of time required to complete the Works. The Ministry may request a complete detailed schedule for completion of the works after the submission of tenders in order to fully evaluate the tenders. Failure to provide a schedule within 3 working days may result in the tender being rejected.
- .2 The schedule shall be in the form of a bar chart in electronic format (e.g. Microsoft Project) and will be fully detailed to include all construction activities from commencement to completion of the project. All critical path construction activities will be identified. The key milestones in the construction process will also be identified.
- .3 Tenderers are to specify their most cost effective completion date.
- .4 The Tenderer shall make every effort to complete the Works by the stipulated completion date, and shall adjust his schedule of activities accordingly.
- .5 The Tenderer shall pay extra costs to complete the work on schedule, which may be incurred because of: increasing the labour force; increasing working hours either by overtime or by using shifts; using more equipment and machinery; or any other procedure which must be used.
- .6 Include in tender for any overtime or abnormal shift required to complete the project. Allow for extra care to minimize disruptions in an operational facility.



### 3.6 Currencies of Tender

- .1 The fixed rates and unit prices shall be quoted by the Tenderer in Bermuda dollars.

### 3.7 Tender Validity

- .1 Tenders shall remain valid and open for a period of Ninety (90) calendar days after the date of Tender opening prescribed in Clause 1.2.3
- .2 In exceptional circumstances prior to expiry of the original Tender Validity period, the Employer may request the Tenderer for a specified Extension in the period of Validity. The request and the responses thereto shall be made in writing by email or by facsimile. A Tenderer may refuse the request and withdraw his Tender. A Tenderer agreeing to the request will not be required nor permitted to modify his Tender.

### 3.8 Pre-Tender Meeting

- .1 Contractors are invited to attend a Site Tour at the Tynes Bay Septage Facility on the **18<sup>th</sup> January 2016 at 10:00am**. Meet at the existing **Septage Facility** in the proximity of the Tynes Bay WTE Plant's main exit.
- .2 Agents are requested to register their presence with the Engineer at the start of the meeting stating the name of the contractor they represent.
- .3 The purpose of the meeting will be to visually review the site conditions, clarify issues and to answer questions on any matter that may be raised at that stage.
- .4 The Ministry reserves the right to refuse conducted site tours at any other time than that identified in the Invitation to Tender.
- .5 Responses to questions raised, will be provided in the form of an addendum which will be posted on the procurement website [www.opmp.gov.bm](http://www.opmp.gov.bm) "Current Procurement Notices" tab. Any modification of the Tender documents listed in Sub-Clause 2.1.1 that may become necessary as a result of the pre-Tender Meeting, will be made and furnished to all Tenderers as an addendum. All prospective Tenderers are responsible for checking the Government of Bermuda, Office of Project Management and Procurement website: [www.opmp.gov.bm](http://www.opmp.gov.bm) "Current Procurement Notices" tab and download Addenda posted with regard to this project.

### 3.9 Format and Signing of Tenders

- .1 The Tenderer shall prepare one original set of the documents comprising the Tender as described in Sub-Clause 3.2.1 of these Instructions to Tenderers.
- .2 The Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to bind the Tenderer to the Contract. All pages of the Tender where entries or amendments have been made shall be initialled by the person or persons signing the Tender.
- .3 The complete Tender shall be without alterations, interlineations or erasures, except those to accord with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled by the person or persons signing the Tender.



- .4 Only one Tender may be submitted by each Tenderer. No Tenderer may participate in the Tender of another for the same Contract in any relation whatsoever.

### **3.10 Confidentially Agreement**

- .1 The selected firm and key individuals may be required to sign a project confidentially agreement limiting information that may be discussed outside the team.

## **Part 4 SUBMISSION OF TENDERS**

### **4.1 Sealing and Marking of Tenders**

- .1 The Tenderer shall seal the original of the Tender in an envelope or similar package.
- .2 The envelope shall:
  - .1 be addressed to:

Ministry of Public Works,  
Department of Works & Engineering  
General Post Office Building  
3rd Floor, 56 Church Street  
Hamilton HM 12  
Bermuda
  - .2 bear the following identification:
    - .1 Tender for **“BEAST Septage Receiving Station”**.
    - .2 The words **“DO NOT OPEN BEFORE 3:00 PM ON 29<sup>th</sup> January 2016”**.
    - .3 The name and address of the Tenderer (to enable the Tender to be returned unopened in the event that it is declared late or is otherwise unacceptable).
- .3 Each copy of the Tender shall be deposited in the Tender Box located at the office indicated in Sub-Clause 4.1.2 above.
- .4 If the envelope is not sealed and marked as instructed above, the Employer will assume no responsibility for the misplacement or premature opening of the Tender submitted. A Tender opened prematurely for this cause will be rejected by the Employer and returned to the Tenderer.

### **4.2 Deadline for Submission of Tenders**

- .1 Tenders must be received by the Employer at the address specified above no later than 3:00 p.m. on 29<sup>th</sup> January, 2016. **Late submissions will not be considered.**
- .2 The Ministry may, at his discretion, extend the deadline for submission of Tender by issuing an amendment in accordance with Clause 2.3 in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline shall thereafter be subject to the new deadline as extended.



#### **4.3 Late Tenders**

- .1 Any Tender received by the Employer after the deadline for submission of Tenders prescribed by the Employer, in accordance with Clause 4.2 will be returned to the Tenderer unopened.

#### **4.4 Modifications and Withdrawal of Tenders**

- .1 The Tenderer may modify or withdraw his Tender after Tender submission, provided that the modification or notice of withdrawal is received in writing by the Employer prior to the prescribed deadline for submission of Tenders.
- .2 The Tenderer's modification or notice of withdrawal shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 4.1 for the submission of Tenders with the envelope additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.
- .3 Subject to Clause 5.3, no Tender shall be modified subsequent to the deadline for submission of Tenders.

### **Part 5 TENDER OPENING AND EVALUATION**

#### **5.1 Tender Opening**

- .1 Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 4.4 shall not be opened. The Employer will examine Tenders to determine whether they are complete, whether the requisite Tender Securities have been furnished, whether the documents have been properly signed and whether the Tenders are generally in order.
- .2 At Tender opening, a member of the Purchasing and Tendering Committee will announce the Tenderers' names and the Price List details.
- .3 The Employer shall prepare, for his own records, minutes of the Tender opening, including the information disclosed to those present.

#### **5.2 Process to be Confidential**

- .1 After the public opening of Tenders, information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations concerning the award of contract shall not be disclosed to Tenderers or other persons not officially concerned with such process until the award of the Contract to the successful Tenderer has been announced.
- .2 Any effort by a Tenderer to influence the Employer in the process of examination, clarification, evaluation and comparison of Tenders, and in decisions concerning award of Contract, shall result in the rejection of the Tender.

#### **5.3 Clarification of Tenders**

- .1 To assist in the examination, evaluation and comparison of Tenders, the Employer may ask Tenderers individually for clarification of their Tenders. The request for clarification and the response shall be in writing, but no change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer during the evaluation of the Tenders in accordance with Clause 5.6.



#### **5.4 Evaluation of Tenders**

- .1 The tenders submitted will be evaluated in a two-stage process. During the preliminary stage, a determination will be made as to whether all requested information has been provided. A short list of potential contractors will be developed, and their tenders will be scored utilizing an evaluation matrix with the following evaluation criteria: Quality; Price; Utilisation of Bermudian resources. Scores will be entered in to the evaluation matrix.
- .2 The tender assessment will take into consideration the submitted tender documents inclusive of each Tenderers prices, schedule of rates, proposed methodology, qualifications, overall relevant experience in relation to this type of work, and the applicable qualifications of the team and each team member proposed to be used to undertake the work. The Government reserves the right to accept or reject any variations, deviations or alternative offers. Variations, deviations and alternative offers and other factors which are in excess of the requirement of the tendering documents or otherwise result in the accrual of unsolicited benefits to the Government shall not be taken into account in the tender evaluation.

#### **5.5 Determination of Responsiveness**

- .1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender is substantially responsive to the requirements of the Tender documents.
- .2 For the purpose of this Clause, a substantially responsive Tender is one which conforms to all the terms, conditions and specifications of the Tender documents without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the Works, or which limits in any substantial way, inconsistent with the Tendering documents, the Employer's rights or the Tenderer's obligations under the Contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.
- .3 If the Tender is not substantially responsive to the requirements of the Tender documents, the Employer reserves the right to request further information to make the Tender fully responsive.

#### **5.6 Correction of Errors**

- .1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors in computation and summations. Errors will be corrected by the Employer as follows:
  - .1 Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
  - .2 Where there is a discrepancy between the individual lump sums and the total amount derived from the sum of the individual lump sums, the individual lump sums as quoted will govern, and the total amount will be corrected.
- .2 The amount stated in the Form of Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount of the Tender, the Tender will be rejected.



## **5.7 Comparison of Tenders**

- .1 The Employer will evaluate and compare only Tenders determined to be substantially responsive to the requirements of the Tendering documents in accordance with Clause 5.4.
- .2 In evaluating Tenders, the Employer will determine for each Tender, the Evaluated Tender Price, by adjusting the Tender Price as follows:
  - .1 Making any correction for errors pursuant to Clause 5.6;
  - .2 Making an appropriate adjustment for any acceptable quantifiable variations, deviations or alternative offers not reflected in the Tender Price or in the above-mentioned other adjustments.
- .3 The tender assessment will take into consideration the submitted proposal documentation inclusive of: the tendered prices; schedule of rates; the proposed methodology, work plan, schedule; how each component of the Description of Works items will be addressed; how compliance with applicable codes, practices and procedures will be demonstrated; the firm's nationality, qualifications, and overall relevant experience in relation to this type of work; and the nationality, applicable qualifications, and the experience of the team and each team member proposed to be used to undertake the work.
- .4 The tender will be evaluated under the following high level criteria headings and weighting: Quality 40%; Price 50%; Utilisation of Bermudian resources 10% in addition to the information provided in the tender package and the Company Information.
- .5 The Employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the Tendering documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in Tender Evaluation.





## Part 6 AWARD OF CONTRACT

### 6.1 Award Criteria

- .1 Subject to Clause 5.6, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tendering documents and who, in the opinion of the Employer, has offered the best proposal taking into consideration the Tender price and the contractor's capability and available local resources to carry out the Contract effectively, pursuant to Clause 5.6. This may not be the lowest tender received.

### 6.2 Employer's Right to Accept any Tender and to Reject any or all Tenders

- .1 The Employer does not bind himself to accept the lowest or any Tender and reserves the right to reject any Tender and, and to annul the Tendering process and reject all Tenders, at any time prior to Award of Contract, without thereby incurring any liability to the affected Tenderer, or Tenderers or any obligations to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.
- .2 The Employer may declare the Tendering void when it is evident that there is a lack of competition or there has been collusion. All Tenders may be rejected if substantially higher than the budget.

### 6.3 Notification of Award

- .1 Prior to the expiration of the period of Tender Validity prescribed by the Employer, the Employer will notify the successful Tenderer by email or facsimile confirmed in writing by registered letter that his Tender has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the sum which the Employer will pay to the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- .2 The notification of award in writing will constitute the formation of the Contract.
- .3 The Employer will promptly notify the unsuccessful Tenderers that their Tenders have been unsuccessful.

### 6.4 Signing of Contract Agreement

- .1 At the same time that he notifies the successful Tenderer that his Tender has been accepted, the Employer will send the Tenderer the Form of Agreement provided in the Tendering documents, incorporating all agreements between the parties.
- .2 **Within 7 days of receipt of the Form of Agreement, the successful Tenderer shall sign the Form and return it to the Employer.**

END OF INSTRUCTIONS TO TENDERERS



GOVERNMENT OF BERMUDA

Ministry of Public Works

**Department of Works and Engineering**

**FORM OF TENDER**

**BEAST Septage Receiving Station**

(Note: all sheets form part of the tender)

**TO: Permanent Secretary, Ministry of Public Works**

- Having examined the Instructions to Tenderers, Conditions of Contract, the Site, the Drawings and Specifications, and Addenda Nos. \_\_\_\_\_ inclusive for the execution of the above named Works, we, the undersigned, offer to execute and complete the whole of the said works and remedy any defects therein in conformity with the Conditions of Contract, Specifications, Drawings, and Addenda for the sum of:

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

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

or such other sum as may be ascertained in accordance with the said Conditions.

Contract Period: \_\_\_\_\_ Calendar Weeks

Proposed Start Date: \_\_\_\_\_, 2016

- Contracts included in this tender price (please tick and provide company name below):

- Structural Works (Prime Contractor) - Company Name \_\_\_\_\_
- Mechanical Contract - Company Name \_\_\_\_\_

- We declare that this tender is made without any connection, comparison of figures or arrangements with or knowledge of any other corporation, firm or person making a tender for the same work and is in all respects fair and without collusion or fraud.
- We acknowledge that the Government is not bound to accept the lowest or any tender, and will not accept any late tender.
- We confirm that we, the undersigned, are conducting business as a proper legal entity and are not delinquent in making payments to the Government for Social Insurance contributions, Payroll Tax or any other debt recorded by the Accountant General's Debt Collection Section.
- We confirm that we have submitted a bona fide Tender, intended to be competitive and we have not fixed or adjusted our Price by or under or in accordance with any agreement or arrangement with any other tenderer.
- We acknowledge that both the Form of Tender and Appendix to Form of Tender form part of our Tender.
- We undertake, if our Tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to the Tender.
- We confirm that our Tender shall remain open for acceptance by the Government of Bermuda for a period of Ninety (90) calendar days from the date of this undertaking and shall not withdraw this Tender during this period.

(Continues on next page)



10. We undertake to commence the work within **Seven (7) business days** of the date of the acceptance of this tender.
11. Unless and until a formal agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.
12. We understand that you are not bound to accept the lowest or any tender that you may receive.
13. We consent to the collection and use of any information we give to the Government in response to this solicitation document and waive any right to challenge any decision made by the Government to disclose the information.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**SIGNED:**

(signature) \_\_\_\_\_ in the capacity of \_\_\_\_\_

(block letters) \_\_\_\_\_

Duly authorized to sign tenders for and on behalf of:

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

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

**WITNESS:**

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

(block letters) \_\_\_\_\_

Occupation \_\_\_\_\_



### TENDER PRICE ANALYSIS

ITEM	DESCRIPTION	QUANTITY	SUM
1.	<b>Electrical Contractor</b>	Lump Sum	
2.	<b>Plumbing Contractor</b>	Lump Sum	
3	<b>Structural Contractor</b>	Lump Sum	
4	<b>General Conditions, Administration</b>	Lump Sum	
5	<b>Contractor Engineering Man Hours</b>	Lump Sum	
6.	<b>Contractor specified items:</b> Any elements of work or expenditure not covered elsewhere in the Tender Price Analysis. Contractor to itemise:	Lump Sum	
7.	<b>Demobilisation</b>	Lump Sum	
	<b>TOTAL TENDER SUM</b>	Lump Sum	



### UNIT PRICE BREAKDOWN

1. Unit costs for the installation of system components in accordance with the following are required to evaluate the tender. The unit costs will be taken into account when reviewing the tenders.
2. The unit cost values may be used when assessing requirements for adding or deleting devices from the contract. Unit costs are to include all overhead and profit, supervision, administration, As Builts, etc., and shall not include taxes. Where devices are added, as well as deleted, the cost value to be calculated is based on the net quantity difference from the original quantity.
3. Contractor to show total installed cost assuming 20 linear feet of conductor for connection to appropriate circuit. Include all programming and verification.

#### Unit Price Bid

ITEM	DESCRIPTION	UNIT	RATE \$
4	Call out charge – attend site in event of receiving emergency request.	Per Call-out	
5	Labour rate – Labourer	Hourly	
6	Labour rate – Senior Mechanic	Hourly	
7	Labour rate – Engineering Services	Hourly	
8	Crane	Hourly	

#### Other Items Not Listed Above

ITEM	DESCRIPTION / EQUIPMENT	UNIT	RATE \$
11			
12			
13			
14			
15			

We submit that the above fixed rates include all labour, materials (unless indicated otherwise), products, equipment, services overheads, profit taxes, disbursements and related charges.

Payments will be made following submission of invoices and satisfactory completion of the Work as detailed in the *Contract Documents*.

For variations to the contract not covered in the preceding price breakdown rates or the above schedule of unit rates, the price may be determined on the basis of the base material and installation cost plus \_\_\_\_\_% for overhead and \_\_\_\_\_% for profit and applied separately to the base cost.

END OF FORM OF TENDER



## APPENDIX TO TENDER

This Appendix forms part of the Tender. See the Short Form of Contract for referenced Sub-Clauses.

Sub-Clause	Item	Data
<b>1</b>	<b>General Provisions</b>	
1.1.1	Documents forming the Contract listed in order of priority (delete if not applicable)	Document Identification
	(a) The Agreement	
	(b) Letter of Acceptance	
	(c) Client's Request for Proposal	
	(d) Addenda	
	(e) Particular Conditions	
	(f) General Conditions	
	(g) The Specification	
	(h) The Drawings	S1-S3, E0-E5, M1
	(i) The Contractor's tendered design	
	(j) The Bill of Quantities	
1.1.9	Time for Completion	120 days
1.4	Law of the Contract	Laws of Bermuda
1.5	Language	English
<b>2</b>	<b>The Employer</b>	Government of Bermuda, Department of Works & Engineering within the Ministry of Public Works
2.1	Provision of Site	On the Commencement Date of 1 <sup>st</sup> October 2015
<b>3</b>	<b>Employer's Representatives</b>	
3.1	Authorised Person	Ms. Tammy J. Harmer
3.2	Name and address of Employer's representative (if known)	Tammy J. Harmer Ministry of Public Works 56 Church Street Hamilton HM12
<b>4</b>	<b>The Contractor</b>	
4.4	Performance Security (if any):	



Sub-Clause	Item	Data
4.4	Amount	Not applicable
4.4	Form	Not applicable
<b>5</b>	<b>Design by Contractor</b>	
5.1	Requirements for Contractor's design (if any)	Not applicable
<b>7</b>	<b>Time for Completion</b>	
7.2	Time for submission	Within 14 days of the Commencement Date
7.2	Form of programme	Microsoft Project – Electronic & Paper formats
7.4	Amount payable due to failure to complete	\$ 150 per day up to a maximum of 10% of sum stated in the Agreement
<b>9</b>	<b>Remedying Defects</b>	
9.1	Period for notifying defects	365 days calculated from the date stated in the notice under Sub-Clause 8.2
<b>10</b>	<b>Variations and Claims</b>	
10.2	Day work rates	Attach hourly rates for labour
<b>11</b>	<b>Contract Price and Payment</b>	
11.1	Lump sum price	(details)
11.1	Lump sum price with schedules of rates	Not applicable (details)
11.1	Lump sum price with bill of quantities	Not applicable (details)
11.1	Remeasurement with tender bill of quantities	Not applicable (details)
11.1	Cost reimbursable	Not applicable (details)
11.2	Percentage of value of Materials and Plant	Materials 80% Plant 90%
11.3	Percentage of retention	10%
11.5	Period for notifying defects	365 days calculated from the date stated in the notice under Sub-Clause 8.2
11.7	Currency of payment	Bermuda Dollars
11.8	Rate of interest	0.5 % per annum



**14 Insurance**

14.1(a)	The Works, Materials, Plant and fees	The sum stated in the Agreement plus 15%
14.1(a)	Contractor's Equipment	Full replacement cost
14.1(b)	Third party injury to persons and damage to property	\$ 1,000,000.00
14.1(c)	Workers	\$ 1,000,000.00
	Other Cover	
	Exclusions	

**15 Resolution of Disputes**

15.3	Rules	Bermuda Arbitration Act 1986
15.3	Appointing authority	In accordance with the Bermuda Arbitration Act 1986
15.3	Place of Arbitration	Bermuda

END OF APPENDIX TO TENDER





GOVERNMENT OF BERMUDA

Ministry of Public Works

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**Department of Works and Engineering**

**CERTIFICATE OF NON-COLLUSION**

**BEAST Septage Receiving Station**

**Notes for the tenderer/bidder**

1. The essence of Open Tendering is that the Government of Bermuda shall receive bona fide competitive Tenders from all persons Tendering. In recognition of this principle, all companies submitting a tender will be required, by way of the signature of the Company Principal, to state their agreement to the statements below, which indicates that the tender has been submitted without any form of collusion.
2. The Certificate of Confirmation of Non-Collusion is a mandatory requirement from all tenderers. Any bids submitted which do not include a signed copy of the Certificate will be wholly rejected and will not be included in the evaluation process.
3. If it is later found that the undertakings made below have been breached at any stage of the process, the tenderer will be expelled from the process immediately. In the event that this is discovered after a contract award, legal action may be taken against the tenderer and/or any party involved in the matter.
4. False submissions may also exclude the tenderer, and any other person or company involved in collusion, from bidding for future contracts tendered by the Government of Bermuda.



**CERTIFICATE OF NON-COLLUSION**

**BEAST Septage Receiving Station**

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We confirm that we have not received any additional information, other than that contained within the tender package, or supplementary information provided to all tenderers.

I/We also certify that I/we have not done and undertake that I/we will not do at any time any of the following acts:

- (a) communicating to a person other than the tender administrator the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement, gift /hospitality or valuable consideration directly or indirectly to any person in relation to this tender.

Signed

(1) \_\_\_\_\_ Status \_\_\_\_\_

(2) \_\_\_\_\_ Status \_\_\_\_\_

for and on behalf of

\_\_\_\_\_

Date \_\_\_\_\_



## Company Information

(Note: all sheets form part of the tender)

**Submit multiple copies of this sheet (if required), one for each Contractor/Subcontractor included in this Bid.**

**1. Principal(s), Director(s), and Shareholder(s) of the Company:**

\_\_\_\_\_

\_\_\_\_\_

**2. Company Insurance details:**

Commercial Third Party Insurance carried:                      BD\$ \_\_\_\_\_

Name of Insurance Co. & Policy No.    \_\_\_\_\_

Workers Compensation Insurance carried:                              BD\$ \_\_\_\_\_

Name of Insurance Co. & Policy No    \_\_\_\_\_

**3. Company's Bermuda Payroll Tax No.:**

\_\_\_\_\_

**4. Company's Bermuda Social Insurance No.:**

\_\_\_\_\_

**5. Company Banking Details:**

Name and address of principal bankers:

\_\_\_\_\_

\_\_\_\_\_

Include a letter from principal bank confirming credit status of Bidder.

**6. Do you have any involvement with other entities that may be seen as a conflict of interest? If so, please provide details:**

\_\_\_\_\_

\_\_\_\_\_

**7.**

<b>TOTAL NUMBER OF STAFF</b>	
<b>NUMBER OF BERMUDIAN</b>	
<b>NUMBER OF NON-BERMUDIANS</b>	
<b>PERCENTAGE OF BERMUDIANS</b>	



### Company Information (continued)

- 8. **Attach a copy of the Company`s Certificate of Incorporation.** \_\_\_\_\_
  - 9. **Do you have an Environmental Policy? If so, please attach.** \_\_\_\_\_
  - 10. **Do you have a Safety and Health Policy? If so, please attach.** \_\_\_\_\_
  - 11. **Do you provide apprenticeships/training positions?** \_\_\_\_\_
- 
- 

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Company: \_\_\_\_\_

Date: \_\_\_\_\_



GOVERNMENT OF BERMUDA

Ministry of Public Works

---

**Department of Works and Engineering**

**BEAST Septage Receiving Station**

**Tynes Bay Septage Facility**

30 Palmetto Road

Devonshire, DV 07

**Short Form of Contract**



## SHORT FORM OF CONTRACT

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FIDIC SHORT FORM of Contract General Conditions, 1999 is attached.

#### AGREEMENT

**The Employer is** Ministry of Public Works  
 PO Box HM 525, Hamilton, HM CX, Bermuda

**The Contractor is** \_\_\_\_\_

The Employer desires the execution of certain Works known as \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

#### OFFER

The Contractor has examined the documents listed in the Appendix which forms part of this Agreement and offers to execute the Works in conformity with the Contract for the sum of

(in words) \_\_\_\_\_

(in figures) \_\_\_\_\_

Or such other sum as may be ascertained under the Contract.

This offer, of which the Contractor has submitted two signed originals, may be accepted by the Employer by signing and returning one original of this document to the Contractor before

(insert date) \_\_\_\_\_

The Contractor understands that the Employer is not bound to accept the lowest or any offer received for the Works.



Signature: \_\_\_\_\_ Authorised to sign on behalf of the Contractor  
Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Capacity: \_\_\_\_\_

## ACCEPTANCE

The Employer has by signing below, accepted the Contractor's offer and agrees that in consideration for the execution of the Works by the Contractor, the Employer shall pay the Contractor in accordance with the Contract. This Agreement comes into effect on the date when the Contractor receives one original of this document signed by the Employer.

Signature: \_\_\_\_\_ Authorised to sign on behalf of the Ministry of  
Public Works  
Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Capacity: \_\_\_\_\_



**APPENDIX**

This Appendix forms part of the Agreement.

Sub-Clause	Item	Data
<b>1</b>	<b>General Provisions</b>	
1.1.1	Documents forming the Contract listed in order of priority (delete if not applicable)	Document Identification
	(a) The Agreement	
	(b) Letter of Acceptance	
	(c) Client's Request for Proposal	
	(d) Addenda	
	(e) Particular Conditions	
	(f) General Conditions	
	(g) The Specification	
	(h) The Drawings	
	(i) The Contractor's tendered design	
	(j) The Bill of Quantities	
1.1.9	Time for Completion	TBD days
1.4	Law of the Contract	Laws of Bermuda
1.5	Language	English
<b>2</b>	<b>The Employer</b>	
2.1	Provision of Site	On the Commencement Date
<b>3</b>	<b>Employer's Representatives</b>	
3.1	Authorised Person	Chief Engineer
3.2	Name and address of Employer's representative (if known)	Chief Engineer Ministry of Public Works
<b>4</b>	<b>The Contractor</b>	
4.4	Performance Security (if any):	
4.4	Amount	Not applicable
4.4	Form	Not applicable





<b>5</b>	<b>Design by Contractor</b>	
5.1	Requirements for Contractor's design (if any)	Not applicable
<b>7</b>	<b>Time for Completion</b>	
7.2	Time for submission	Within 14 days of the Commencement Date
7.2	Form of programme	Microsoft Project – Electronic & Paper formats
7.4	Amount payable due to failure to complete	\$ 150 per day up to a maximum of 10% of sum stated in the Agreement
<b>9</b>	<b>Remedying Defects</b>	
9.1	Period for notifying defects	365 days calculated from the date stated in the notice under Sub-Clause 8.2
<b>10</b>	<b>Variations and Claims</b>	
10.2	Day work rates	Attach hourly rates for labour
<b>11</b>	<b>Contract Price and Payment</b>	
11.1	Lump sum price	(details)
11.1	Lump sum price with schedules of rates	Not applicable (details)
11.1	Lump sum price with bill of quantities	Not applicable (details)
11.1	Remeasurement with tender bill of quantities	Not applicable (details)
11.1	Cost reimbursable	Not applicable (details)
11.2	Percentage of value of Materials and Plant	Materials 80% Plant 90%
11.3	Percentage of retention	10%
11.5	Period for notifying defects	365 days calculated from the date stated in the notice under Sub-Clause 8.2
11.7	Currency of payment	Bermuda Dollars
11.8	Rate of interest	0.5 % per annum
<b>14</b>	<b>Insurance</b>	
14.1(a)	The Works, Materials, Plant and fees	The sum stated in the Agreement plus 15%
14.1(a)	Contractor's Equipment	Full replacement cost
14.1(b)	Third party injury to persons and damage to property	\$ 1,000,000.00
14.1(c)	Workers	\$ 1,000,000.00
	Other Cover	



Exclusions

**15 Resolution of Disputes**

15.3	Rules	Bermuda Arbitration Act 1986
15.3	Appointing authority	In accordance with the Bermuda Arbitration Act 1986
15.3	Place of Arbitration	Bermuda

SAMPLE FOR INFORMATION ONLY



## CONDITIONS OF CONTRACT

### 1.0 Short Form of Contract - GENERAL CONDITIONS

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The conditions of contract are the **Conditions of Contract for the Short Form of Contract, First Edition 1999**, published by the Federation Internationale des Ingenieurs-Conseils (FIDIC). This document is attached.

The General Conditions of Contract are amended by the Particular Conditions of Contract.



## 2.0 Short Form of Contract - PARTICULAR CONDITIONS

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### Preamble

These Particular Conditions supplement the General Conditions, and shall modify, delete and/or add to the General Conditions. Where any clause, paragraph, or sub-paragraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such clause, paragraph, or sub-paragraph shall remain in effect and the supplemental provisions shall be considered as added thereto. Where any clause, paragraph, or sub-paragraph in the General Conditions is amended, deleted or superseded by any of the following paragraphs, the provisions of such clause, paragraph, or sub-paragraph, not so amended, deleted or superseded shall remain in effect.

Clause numbers herein refer to the same clause numbers as in the General Conditions.

### A. References from Clauses in the GENERAL CONDITIONS

---

#### 4 The Contractor Add the following Sub-Clauses:

##### 4.5

##### Facilities

The Contractor shall make his own arrangements for all local accommodation he may require for offices, yards, stores, labour, etc., all buildings and all services in connection therewith which are required for the efficient execution of the Works. The Contractor shall pay proper regard to the prevention of obstruction of public roads and walkways and the avoidance of nuisance to the public and to residents.

##### 4.6

##### Electricity, Water and Gas

The Contractor shall be responsible for the provision of all, power, water and other services that he may require for the Works and shall pay and bear all costs associated therewith.

##### 4.7

##### Protection of Utilities

The Contractor shall carry out the Works so that there is the minimum of interruption to the supply of water, data/communications, electricity and other services through existing mains and services. Work involving interference with existing works of any kind shall only be carried out with the permission of and during such times and in such a manner as are agreed in writing by the Employer.

##### 4.8

##### Reporting of Errors

The Contractor shall examine and compare the Contract Documents and shall report any errors, inconsistencies, or omissions he may find to the Employer immediately.

##### 4.9

##### Damage to Persons and Property

The Contractor shall, immediately on occurrence of any incident involving loss or injury at or about the Site, or in connection with the execution of the Works, report such incident to the Employer. The Contractor shall also report such incident to the appropriate Authority whenever such report is required by Law.

##### 4.10

##### Rates, Wages, Hours and Conditions of Labour

The Contractor shall pay to all Foremen, Craftsmen, and Labourers not less than the rates of wages for the various Foremen, Craftsmen, and Labourers that prevail in Bermuda, and comply with such requirements relating to hours of work and conditions of labour as are or may be laid down from time to time by



the Laws of Bermuda.

- 4.11** \_\_\_\_\_  
**Facilities for Staff and Labour** The Contractor shall provide such accommodation and amenities as he may consider necessary for all his expatriate staff and labour, employed for the purposes of or in connection with the Contract.
- The Contractor shall comply with all local statutes and regulations and any amendments thereto with regard to the health and safety of his employees and others, and shall provide adequate latrines for his workers on the Site to conform with the requirements of the Department of Health.
- 4.12** \_\_\_\_\_  
**Display of Notices** The Contractor shall post notices to inform the workers of their conditions of work in conspicuous places at the establishments and work places concerned.
- 4.13** \_\_\_\_\_  
**Alcoholic Liquor and Drugs** The Contractor shall not, otherwise than in accordance with the Statutes, Ordinance and Government Regulations or Orders for the time being in force, import, sell, give, barter, or otherwise dispose of any alcoholic liquor, or drugs, or permit, or suffer any such importation, sale, gift, barter, or disposal by his sub-contractors, agents, or employees.
- 4.14** \_\_\_\_\_  
**Arms and Ammunition** The Contractor shall not give, barter, or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same aforesaid.
- 4.15** \_\_\_\_\_  
**Festivals and Religious Festivals** The Contractor shall in all dealings with labour in his employment have due regard to all recognised festivals, public holidays, days of rest, and religious or other customs.
- 4.16** \_\_\_\_\_  
**Epidemics** In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders, and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.
- 4.17** \_\_\_\_\_  
**Supply of Drinking Water** The Contractor shall so far as is reasonably practicable having regard to local conditions provide on the site, to the satisfaction of the Employer, an adequate supply of drinking water and other water for the use of the Contractor's staff and work people.
- 15 Resolution of Disputes** Modify the following Sub-Clauses:
- 15.1** \_\_\_\_\_  
**Adjudication** Delete Clause 15.1 in its entirety.
- 15.2** \_\_\_\_\_  
**Notice of Dissatisfaction** This clause is deleted in its entirety and replaced by:
- If a dispute (of any kind whatsoever) arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Employer, a notice of dissatisfaction shall be issued by either Party to the



other Party. Where such notice is given both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, arbitration may be commenced on or after the fifty-sixth day after the day on which notice of dissatisfaction was given, even if no attempt at an amicable settlement has been made.

### **15.3**

#### **Arbitration**

This clause is deleted in its entirety and replaced by:

Unless settled amicably, any dispute shall be finally settled by arbitration, unless otherwise agreed by both Parties:

- (a) the dispute shall be finally settled in accordance with the Bermuda Arbitration Act 1986
- (b) the dispute shall be settled by arbitrators appointed in accordance with the said Act, and
- (c) the arbitration shall be conducted in the English language.

The arbitrator(s) shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute. Nothing shall disqualify the Engineer from being called as a witness and giving evidence before the arbitrator(s) on any matter whatsoever relevant to the dispute.

Neither Party shall be limited in the proceedings before the arbitrator(s) to the evidence nor did arguments previously put before the Engineer to obtain his decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction. Any decision of the Engineer shall be admissible in evidence in the arbitration.

Arbitration may be commenced prior to or after completion of the Works, by mutual agreement. The obligations of the Parties and the Engineer shall not be altered by reason of any arbitration being conducted during the progress of the Works.



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## **B. Additional Clauses to be added to the GENERAL CONDITIONS**

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**16.0**

**Taxation**

The Contractor shall be required to pay Bermudian Taxes on all Contractor's Equipment (except as described in the Fifth Schedule, Section 2 of the Customs Tariff Act 1970) materials and other things of whatsoever nature brought into Bermuda for the purpose of Contract.

**17.0**

**Bribery**

Any commission, advantage, gift, gratuity, reward, or bribe given, promised, or offered by or on behalf of the Contractor or his agent or servant or any person on his or their behalf to any officer, servant, representative, or agent of the Employer or Engineer or to any person on their behalf or on behalf of any of them in relation to the obtaining or to the execution of this or of any other Contract with the Employer shall in addition to any criminal liability which may be thereby incurred subject the Contractor to the cancellation of this and of all other contracts which he may have entered into with the Employer and also to the payment of any loss or damage resulting from such cancellation.

**18.0**

**Debt Recovery**

The Employer shall be entitled upon a certificate in writing of the Engineer to deduct the amounts so certified from any monies or otherwise due to the Contractor under this or any other contract or to recover the said amounts as a debt due or partly the one and partly the other as the Employer shall deem advisable.

**19.0**

**Strikes and Lock-Outs**

The Contractor shall forthwith notify the Employer of the commencing of any strike or lock-out and the Employer, on account of any delay caused thereby, may grant such extension of time as he considers reasonable, without prejudice to the right of the Employer to exercise after the expiration of such reasonable extension of time the rights and powers under these Conditions in case of default by the Contractor.

**20.0**

**Laws, Regulations and Orders**

The Contractor shall make himself fully acquainted with the Laws, Regulations and Orders of Bermuda and of any competent/statutory Authority and shall conform in all respects therewith during the continuance of the Contract. He shall conform similarly with any such Laws, Regulations and Orders which may come in to force after the date of this Agreement.

**21.0**

**Construction of Contract**

The Contract shall in all respects be constructed and operated in conformity with the Laws of Bermuda and the respective rights and liabilities of the Parties shall be in accordance with the Laws for the time being in force.

**22.0**

**Members and Staff of Employer and Engineer not Personally Liable**

Neither the members nor the staff of the Employer shall be in any way personally bound or liable for the acts or obligations of the Contractor under the Contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

**23.0**

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<p>FIDIC SHORT FORM of Contract General Conditions, 1999 is attached.</p> <p>END OF SHORT OF FORM OF CONTRACT</p>	<p><b>Details to be Confidential</b></p> <hr/> <p><b>24.0 Rights and Remedies Not Waived</b></p>	<p>The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Employer. If any dispute arises as to the necessity or disclosure for the purpose of the Contract the same shall be referred to the decision of the Employer whose award shall be final.</p> <hr/> <p>In no event shall the making by the Employer of any payment to the Contractor constitute or be construed as a waiver by the Employer of any breach of Contract, or any default which may then exist, on the part of the Contractor, and the making of any such payment by the Employer while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Employer in respect of such breach or default.</p>
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## Exhibit 'A': Tender Evaluation Matrix

### 1. EXPERIENCE & CAPABILITY:

Technical Competence of Tenderer's Team / Organisation	Score / 10	Weighting	Total Weighted Score
Does the bidder clearly demonstrate the ability to deliver the requirements of the tender?	/10	1.0	/10
Did the bidder offer sufficient evidence of experience with completing projects within timescales and budgets?	/10	1.0	/10
Did the bidder offer evidence of experience with projects of a similar technical level?	/10	1.0	/10
Were the bidders referees positive about their experience of working with the contractor/supplier, and would they use them again?	/10	1.0	/10
<b>Experience &amp; Capability Score:</b>			<b>/40</b>

### 2. FINANCIAL - PRICES AND RATES:

FINANCIAL EVALUATION	Score / 10	Weighting	Total Weighted Score
Tender price (include all costs)	/10	3.0	/30
The bidder is in a stable Financial Position	/10	1.0	/10
The Bidder has no outstanding Government debt	/10	1.0	/10
<b>Prices and Rates Score:</b>			<b>/50</b>

### 3. SOCIAL:

SOCIAL, ENVIRONMENT AND ECONOMIC	Score / 10	Weighting	Total Weighted Score
Percentage of Workforce that are Bermudian	/10	1.0	/10
<b>Prices and Rates Score:</b>			<b>/10</b>

**TOTAL EVALUATION SCORE: \_\_\_\_\_/100**



## **Exhibit 'A': Tender Evaluation Matrix** (continued)

### EXPLANATORY NOTES:

Proposals will be evaluated to determine the best value offered to the Government of Bermuda based on pre-determined criteria:

The bid price alone will not be the sole determining factor in the selection of the successful bidder for this work. The Government will consider the tender costs for all items identified herein together with the bidder's qualifications, references, and understanding of the scope of work to form the basis for its decision on who will be selected. The Government reserves the right to reject any or all bids and to determine which bid is, in the Government's judgment, the most responsive.

The evaluation committee may, at its sole option, ask for interviews or oral presentations by any Proponent(s) participating in this process (creation of a short list). Attendance at any such interview will be at the Proponent's expense.

The evaluation committee may seek written clarification from any or all prospective contractors in order to better understand and to evaluate the proposal.

### **Evaluation Criteria**

#### **1. Experience & Capability Criteria**

Components to be evaluated include:

- i. Level of detail submitted with Tender;
- ii. Evidence of completing similar projects;
- iii. Response from references: and

#### **2. Financial – Prices and Rates.**

Components to be evaluated include:

- i. The lowest price shall be awarded 10 points (all prices within 5% will receive the same price points). The next lowest price (beyond 5%) will receive 7.5 points. Points for other submissions will be assigned with 2.5 fewer points for each successively higher priced price proposal. But again, each time the same score will be awarded if successive prices are within 5% of the last highest price.
- ii. Notwithstanding the Experience and Capability and Price scores, the Government reserves the right to reject any tender where prices are deemed to be unreasonable relative to other prices proposed, typically a 25% variance from the average qualified proposal (excluding the proposal in question).
- iii. The Government reserves the right to negotiate any or all conditions of the Contractor's proposed work plan and reject all submitted proposals.
- iv. The Government reserves the right to award a contract to the bidder whose services are judged most likely to produce a project, which results in best overall value to the Government. **The lowest priced tender or highest qualified bid, or any bid, will not necessarily be accepted.**



## List of Drawings

<b>Title</b>	<b>Drg No.</b>
Topographic Survey	S00(4834/005/11)
Cover Sheet & Site Location	S0
Proposed Works	S1
Proposed Septage Facility Layout	S2
Construction Details & Notes	S3
Mechanical Proposed Layout Plan	M1
Electrical Legend of Symbols	E0
Existing Site Layout	E1
Proposed Site Layout Plan	E2
Existing Single Line Diagram	E3
Proposed Single Line Diagram	E4
Details & Panels Schedules	E5



GOVERNMENT OF BERMUDA

Ministry of Public Works

**Department of Works and  
Engineering**

BEAST Septage Receiving Station  
Tynes Bay Septage Receiving Facility  
**Equipment Supply Submittal**