



GOVERNMENT OF BERMUDA

Ministry of Public Works

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Department of Works and Engineering

## **Capital Project Engineering Support Services For the Water and Sewage Section**

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***Issued for Tender: {insert date}***



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## INSTRUCTIONS TO TENDERERS

### Part 1 General

#### 1.1 Public Access to Information

- .1 Any information collected or used by or on behalf of the Government of Bermuda ("Government") 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 under the Act. The person who gives information to the Government in response to this solicitation document consents to the collection and use of the information and waives any right to challenge any decision made by the Government to disclose the information. 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 Time:

- .1 Tender return date: No later than 3:00 p.m. AST, on 26 February, 2016
- .2 Tenders shall be delivered to the Ministry of Public Works, Head Office, 3<sup>rd</sup> Floor General Post Office Building, 56 Church Street, Hamilton, no later than **3.00 pm on 26 February, 2016**
- .3 Late Tenders will not be accepted.

**IMPORTANT:**

TENDERS MUST BE PLACED IN THE TENDER BOX IN THE RECEPTION AREA OF THE MINISTRY OF WORKS AND ENGINEERING, NO LATER THAN THE TIME AND DATE SPECIFIED IN 1 (a) ABOVE. LATE SUBMISSION WILL NOT BE CONSIDERED

#### 1.3 Description of Works

- .1 The Ministry of Public Works requests the services of a Consultant engineering firm to provide professional engineering services to the Water and Sewage Section. The Consultant will be required to work under the direction of the Principal Engineer (Water and Sewage) to manage and undertake the planning, design and construction of engineering works for water or sewerage facilities, including investigations and feasibility studies, preparation of tender documents, and site supervision.
- .2 The role of this section is to provide a potable water supply, sewage conveyance via trunk collection sewers and a septage receiving facility for wastewater. The current Government water supply system produces approximately 200 million gallons of water each year by abstracting from fresh and brackish ground waters as well as seawater wells. The section is responsible for potable water supply from six (6) water treatment plants at various locations across Bermuda.
- .3 In order to meet present and future demands for potable water and wastewater needs, we must manage, build construct and install water and waste related facilities to provide water and wastewater servicing. The permanent Secretary of the Ministry of Public Works is legislatively responsible for this activity and has delegated this responsibility, through the Chief Engineer to the Principal Engineer of the Water and Sewage Section. Below is an overview of the Water and Sewage Sections normal operations.



- .4 Contract Term to commence April 1, 2016 and to be completed March 31, 2017, with the option to extend the service period for an additional twelve (12) months (March 31, 2018) based on project requirements and availability of funds.

#### 1.4 Eligibility and Qualification Requirements

- .1 This invitation to tender is only open to Tenderers who meet the criteria described herein.
- .2 The Consultant and the Consultant's specialist sub-Consultants must meet certain requirements, specified herein, in order to be considered as eligible Tenderers for the project. Consultants, sub-Consultants and contracting teams, which 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 Consultant must have a Bachelors Degree (or equivalent) in a relevant discipline such as Civil Engineering or Mechanical Engineering, and be qualified for registration as a Professional Engineer in Bermuda, or equivalent. A minimum of five (5) years relevant post professional qualification (C.Eng., P.Eng. or equivalent) experience in engineering is required, with an emphasis on design and project management for water and sewerage infrastructure. The Consultant must be able to provide engineering work needed by the Ministry commensurate with Best Practice
- .4 The Consultant 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**. This shall include descriptions of relevant and similar past projects, details of their Project Team with resumes of key personnel to be assigned to the project and the names and full details of experience of any sub-Consultants.
- .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 as at the date of tender. Failure to provide the certificate of incorporation will render the tender void.
- .7 Legal Compliance, Tenderer must be in compliance with all applicable laws, rules, regulations of Bermuda.

## 1.5 Cost of Tendering

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

## 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.
  - .1 Instructions to Tenderers
  - .2 Form of Tender
  - .3 Contract Data – Part 1
  - .4 Contract Data – Part 2
  - .5 Appendix A – Scope of services
  - .6 Appendix B – Personal, Equipment and services of others to be provided by Client
  - .7 Appendix C – Price schedule
  - .8 Appendix D – Company Information
  - .9 Appendix E- Confirmation of Non collusion
  - .10 Appendix F- Evaluation Matrix
- .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.

### 2.2 Clarification of Tender Documents

- .1 Tenderer requiring any clarification of the Tender documents may notify the Government in writing, by emailing the email address indicated below. The Government will respond in writing by email to any request for clarification which they receive earlier than **3 days prior to the deadline for the submission of Tenders**. Written copies of the



Government'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.

In the event that clarification is required, tenderers should submit questions via email to

Mr. J. Tarik Christopher at Email: [tjchristopher@gov.bm](mailto:tjchristopher@gov.bm)

.3 Tenderers should seek to clarify any points of doubt or difficulty with the Government before submitting a Tender.

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

.1 At any time prior to the deadline for submission of Tenders, the Government 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.

.2 The Addendum will be sent in writing by email to all prospective Tenderers who have collected the Tender documents from the Ministry and will be binding upon them. Tenderers shall promptly acknowledge receipt thereof by email to the:

Attention: J. Tarik Christopher  
Email: [tjchristopher@gov.bm](mailto:tjchristopher@gov.bm)

.3 In order to afford prospective Tenderers reasonable time in which to take an Addendum into account in preparing their Tenders, the Government may, at their discretion, extend the deadline for the submission of Tenders in accordance with Clause 4.2.

## **Part 3 PREPARATION OF TENDERS**

### **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 Government, shall be written in the English language.

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

.1 The following documents must be included in your Tender response;

- .1 Form of Tender
- .2 Confirmation of Addenda received
- .3 Information on eligibility and qualifications of firms and personnel as required in Sub-Clause 1.4.3 and Contract Data Part 2
- .4 Names and addresses of 2 referees who are able to give professional references relating to previous work
- .5 A document highlighting experience with similar projects
- .6 Copies of certificates of relevant qualifications of identified Personnel



- .7 Price Schedule Form
- .8 Company Information Form (including copies of Certificate of Incorporation, Safety and Health Policy and Environmental Policy (if applicable))
- .9 Confirmation of non-Collusion Certificate
- .10 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, Forms, Certificates and Price Schedules provided shall be used without exception. One copy of the above is to be returned in accordance with Clause 3.7.

### **3.3 Tender Prices**

- .1 Unless stated otherwise in the Tender documents, the Contract shall be for the complete Services as detailed in the Scope of Services and based on the completed Form of Schedule of Rates, as submitted by the Tenderer.
- .2 The Tenderer shall fill in Schedule of Rates for all items of Services described in the Form of Tender. Items against which no price is entered by the Tenderer will not be paid for by the Government when executed and shall be deemed covered by the other lump sum prices in the Form of Tender.
- .3 The Tenderer price shall include all labour, materials, equipment, tools, and expenses necessary to perform the Scope of Services. Include overhead and profit in the rates and prices listed. The price shall include, indicate separately, the cost of any work permits, and taxes.
- .4 All duties, taxes and other levies payable by the Consultant 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.
- .5 If this solicitation is amended, all terms and conditions that are not amended remain unchanged
- .6 Include an estimated schedule for progress payments, if any.

### **3.4 Special Requirements**

- .1 The Consultant shall provide a cost for the complete provision of the service to include all costs necessary to carry out this service inclusive of all disbursements.
- .2 All rates and prices in the schedule are to be inclusive of all other associated works as described in the Contract documents, materials, related accessories, storage, transport, assembly, placement, overhead and profit.
- .3 No additional work will be paid for, if in the opinion of the Client, they are not required or previously agreed in writing.
- .4 The rates in the schedule will be used to price additions to or deletions from the Contract.
- .5 It is anticipated that the Consultant will work on average 10 hrs/wk to a total of 500



hours. The weekly working hours will be agreed between the parties at the commencement of the contract and reviewed on a monthly basis

### **3.5 Currencies of Tender**

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

### **3.6 Tender Validity**

- .1 Tenders shall remain valid and open for a period of one hundred and twenty (120) Calendar days after the date of Tender opening prescribed in Clause 4.2.
- .2 In exceptional circumstances prior to expiry of the original Tender Validity period, the Government 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.

### **3.7 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 excluding the Evaluation matrix. 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.
- .2 The complete Tender shall be without alterations, interlineations or erasures, except those to accord with instructions issued by the Government, 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.
- .3 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.

### **3.8 Safety and Health**

- .1 All works must be carried out in strict accordance with the Bermuda Occupational Safety & Health Act, 1982 and Occupational Safety and Health Regulations of 2009.
- .2 Alcohol, Smoke and Drug-Free Policy All Government buildings and work sites are designated as alcohol, smoke and drug-free.

### **3.9 Insurance**

The Bidder shall submit evidence with his Tender, such as a copy of a certificate or a letter from his insurers, confirming Third Party Insurance has been retained for the amount shown in the Schedule of Rates to the Agreement and for the duration of the agreement.

### **3.10 Confidentiality Agreement:**

- .1 The selected firm and key individuals may be required to sign a project confidentiality 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  
General Post Office Building  
3rd Floor, 56 Church Street  
Hamilton HM CX  
Bermuda
  - .2 bear the following identification:
    - .1 Tender for **“Provision of Capital Project Engineering Support Services to the Water and Sewage Section”**
    - .2 The words **“DO NOT OPEN BEFORE 3:00 PM.”** on the date specified in the Invitation to Tender.
    - .3 The name and address of the Tenderer (to enable the Tender to be returned unopened in the event that it is declared late).
  - .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 Government 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 Government and returned to the Tenderer.

### 4.2 Deadline for Submission of Tenders

- .1 Tenders must be received by the Government at the address specified above no later than the date and time specified in the invitation to tender.
- .2 The Government 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 Government 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 Government after the deadline for submission of Tenders prescribed by the Government, in accordance with Clause 4.2 will be returned to the Tenderer.

### 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 Government 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 Government will examine Tenders to determine whether they are complete, 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 Tender Prices.
- .3 The Government shall prepare, for its own records, minutes of the Tender opening, including the information disclosed to those present.

### 5.2 Process to be Confidential

- .1 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 Government 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 Government may ask Tenderers individually for clarification of their Tenders. The request for clarification and the response shall be in writing or by facsimile, 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 Government during the evaluation of the Tenders in accordance with Clause 5.5.

### 5.4 Preliminary Examination - Determination of Responsiveness

- .1 Prior to the detailed evaluation of Tenders, the Government 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.
- .3 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 Government'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.



- .4 A Tender determined as not substantially responsive will be rejected by the Government.

## 5.5 Correction of Errors

- .1 Tenders determined to be substantially responsive will be checked by the Government for any arithmetic errors in computation and summations. Errors will be corrected by the Government 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 Government 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.

## 5.6 Evaluation and Comparison 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: (i) experience and capacity; (ii) financial analysis; and (iii) Social, environmental and Economic. Scores will be entered in to the evaluation matrix.
- .2 The tender assessment will take into consideration the submitted tender documents inclusive of each Tenderer's prices, schedule of rates, 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.
- .3 The Government will evaluate and compare only Tenders determined to be substantially responsive to the requirements of the Tendering documents in accordance with Clause 5.4.
- .4 In evaluating Tenders, the Government 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 5.5;
  - .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.
- .5 The tender assessment will take into consideration the submitted proposal



documentation inclusive of the tendered prices; schedule of rates; the proposed methodology; the firm's nationality, qualifications and overall relevant experience in relation to this type of work; and the applicable qualifications, nationality and the experience of the team and each team member proposed to be used to undertake the work.

- .6 The substantially responsive tenders will be evaluated according to the evaluation/weighting criteria (i) Experience and Capability 60%; (ii) Financial Analysis 30%; (iii) Social, Environmental and Economic Criteria 10%. A copy of the tender evaluation matrix is given in Annex E and applicants are strongly advised to study this carefully before completing their tender application.

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

- .7 The Government 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 Government shall not be taken into account in Tender Evaluation.

- .8 Price adjustment provisions applying to the period of execution of the Contract will be considered in the Tender Evaluation.

## Part 6 AWARD OF CONTRACT

### 6.1 Award Criteria

- .1 Subject to Clause 5.5, the Government 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 Government, has offered the best overall submission based on the criteria and weightings above in 5.6.3. This may not be the lowest priced tender received.
- .2 The Government 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 being under any obligation to inform the affected Tenderer or Tenderers of the grounds for the Government's action.
- .3 The Government 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.

### 6.2 Notification of Award

- .1 Prior to the expiration of the period of Tender Validity prescribed in paragraph 6.2 the Government will notify the successful Tenderer by email and/or by registered letter that its Tender has been accepted. This letter (hereinafter and in the Conditions of Contract called "Letter of Acceptance") shall name the sum which the Government 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 amount”).
- .2 The successful tender together with the Letter of Acceptance T will constitute the formation of a binding contract unless and until a formal agreement is executed
  - .3 The successful tenderer will be required to enter into a contractual agreement, inclusive of insurance requirements, with the Ministry of Public Works in accordance with the **sample contract agreement attached hereto**. (The Conditions of Contract are the **Client/Consultant Model Services Agreement, General Conditions, Fourth Edition, 2006**, published by the Federation Internationale des Ingenieurs-Conseils (FIDIC),
  - .4 The Contract shall be signed by the selected tenderer and returned, together with the required documents, within (14) calendar days from the date of Notice of Award of Contract. No award shall be considered binding upon the Ministry until the execution of the Contract.
  - .5 Failure or refusal to enter into an Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award. If the highest ranked tenderer refuses or fails to execute the Agreement, the Ministry may, at its sole discretion, enter negotiations with and award the Contract to the second highest ranked tenderer, and so on.
  - .6 The Government will promptly notify the unsuccessful Tenderers that their Tenders have been unsuccessful.

### 6.3 Signing of Contract Agreement

- .1 At the same time that the Government notifies the successful tenderer that its tender has been accepted, the Government will send the Tenderer the Form of Agreement provided in the Tendering documents, incorporating all agreements between the parties. The contract award is subject to additional conditions, prior to commencement of services copies of insurance e.g. Comm
- .2 **Within 7 days of receipt of the Form of Agreement, the successful Tenderer shall sign the Form and return it to the Government.**



**6.4 Insurance and Liabilities to Third Parties:**

- .1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- .2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- .3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

END OF INSTRUCTIONS TO TENDERERS