



GOVERNMENT OF BERMUDA  
Ministry of Public Works

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**Department of Works and Engineering**

*Your Ref:*  
*Our Ref: 31/355*

*Date: 2<sup>nd</sup> July 2015*

Dear Sirs,

**RE: Tynes Bay Waste-to-Energy Facility – Replacement Doors and Hardware**

You are invited to submit a fixed price lump sum tender for the supply, delivery and installation of fibreglass doors and associated door hardware at the Tynes Bay Waste-to-Energy Facility Seawater Intake Plant in accordance with the enclosed tender package.

The scope of work comprises:

- (1) Supply of heavy duty fibreglass doors as specified.
- (2) Supply of all door hardware as specified.
- (3) Shipment of doors and hardware to Bermuda, customs clearance and deliver to site
- (4) Removal of existing doors and plywood enclosures.
- (5) Prepare, as necessary, existing structural openings to receive new doors.
- (6) Install new doors and hardware as specified.
- (7) Make good any damage to structural door openings and touch up damaged paintwork around doors.
- (8) Clean up and site clearance

Please submit your tender in a sealed envelope marked “**Tender for the supply of Doors and Hardware**” and bearing the name of the tenderer, to the Tender Box at the Ministry of Public Works, located on the third floor of the Post Office Building, 56 Church Street, Hamilton by **3:00 p.m. on Wednesday 29<sup>th</sup> July 2015.**

There will be a site inspection on **Thursday 16<sup>th</sup> July** at the site of the works on **North Shore Road** at 2:00pm. Any queries with regard to the tender requirements and any other arrangements to visit the site should be directed to George Peck, Tel. 278 0546, email [gpeck@gov.bm](mailto:gpeck@gov.bm)

Yours faithfully,



George Peck, P. Eng. C.Eng. MICE; MCIM  
Senior Project Manager



GOVERNMENT OF BERMUDA

**Ministry of Public Works  
Department of Works and Engineering**

Tynes Bay Waste-to-Energy Facility

Seawater Intake Plant



Supply, Delivery and Installation of Fibreglass Doors and Hardware

July 2015

# **TYNES BAY WASTE-TO-ENERGY FACILITY**

## Seawater Intake Plant

Supply and Installation of Fibreglass Doors and Hardware.

Instructions to Tenderers

# 1.0 Instructions to Tenderers

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## **A. GENERAL**

### **2.1 Description of Works**

The existing doors at the Tynes Bay Seawater Intake Plant are insufficiently robust for their location and industrial environment. The purpose of this contract is to remove the existing doors and to supply, deliver and install new, heavy duty fibreglass doors and all hardware.

2.1.1 The scope of the works generally includes but is not limited to:

- (a) Supply of heavy duty fibreglass doors as specified.
- (b) Supply of all door hardware as specified.
- (c) Shipment of doors and hardware to Bermuda, customs clearance and deliver to site
- (d) Removal of existing doors and plywood enclosures.
- (e) Prepare, as necessary, existing structural openings to receive new doors..
- (f) Install new doors and hardware as specified.
- (g) Make good any damage to structural door openings and touch up damaged paintwork around doors.
- (h) Clean up and site clearance

### **2.2 Eligibility and Qualification Requirements**

2.2.1 This invitation to Tender is only open to experienced General Contractors

2.2.2 The Contractor shall submit with his completed tender all appropriate documentation in order to demonstrate his previous experience and expertise in general building work.

### **2.3 Cost of Tendering**

2.3.1 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.

### **2.4 Site Inspection and Tender Information**

2.4.1 The Tenderer is advised to visit and inspect the site and surrounding areas where the Works are to be constructed. There will be a formal site visit for all prospective tenderers prior to the closing date for tender. The Tenderer shall be deemed to have satisfied himself as to the form and nature of the site, the

- quantities and nature of the Work and materials necessary for the completion of the Works, and in general to have obtained all necessary information as to the risks, contingencies and other circumstances which may influence or affect his Tender.
- 2.4.2 Tenderers will be granted permission by the Employer, upon application, to enter upon the site of the Works 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.
- 2.4.3 Tenderers shall make their own assessment of existing facilities, conditions and difficulties which will attend the execution of the Works called for by the proposed construction contract; including local conditions, constraints due to maintenance of traffic, 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 Works and by such other means as they choose as to actual conditions and requirements, and as to the quantities required.
- 2.4.4 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.
- 2.4.5 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.

## **2.5 Contractor's Schedule**

- 2.5.1 Tenders shall include a statement specifying the delivery periods for all items to be procured, the time from receipt of a Purchase Order to commencement on site and the time required for installation.

## **2.6 Employer Furnished Equipment**

- 2.6.1 There is no equipment to be furnished by the Employer on this contract.

All other material as indicated on the drawings is to be provided by the contractor.

## **2.7 Assessment for Late Completion**

- 2.7.1 It is important that the schedule requirements, be met by the Contractor. However, given the small nature of this contract there will be no liquidated damages on this contract.
- 2.7.2 Notwithstanding this, the contractor is expected to progress the work in a professional and diligent manner and his performance will be assessed and will influence his suitability for future work at Tynes Bay.

## **B. TENDER DOCUMENTS**

### **2.8 Content of the Tender Documents**

- 2.8.1 The set of Tender documents issued for the purpose of Tendering comprises the following sections, together with any Addenda thereto issued in accordance with Clause 2.10.

<b>Section</b>	<b>Description</b>
I	Letter of Invitation Instruction to Tenderers Form of Tender Contractor Financial Information Form MPW Small Works Contract form Drawing SWPD-01 Door Replacement Details Tender Evaluation Matrix

- 2.8.2 The Tenderer is expected to examine carefully all instructions, conditions, forms, terms, and drawings in the Tender documents. Failure to comply with the requirements of the Tender submission will be at the Tenderer's own risk.

### **2.9 Clarification of Tender Documents**

- 2.9.1 A prospective Tenderer requiring any clarification of the Tender documents may notify the Employer in writing, by email or by facsimile at the Employer's address indicated below. The employer will respond in writing by email or by facsimile to any request for clarification which he receives earlier than 10 days prior to the deadline for the submission of Tenders. Written copies of the Employer'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.



2.9.2 Submissions of written queries shall be sent to the Employer at the following address:

Ministry of Public Works  
Tynes Bay Waste-to-Energy Facility  
31, Palmetto Road  
Devonshire DV05  
Attention: Mr. G. E. Peck  
Tel: (441) 278 0546  
Fax: (441) 296-0818  
Email: [gpeck@gov.bm](mailto:gpeck@gov.bm)

## **2.10 Amendment of Tender Documents**

2.10.1 At any time prior to the deadline for submission of Tenders, the Employer 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.

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

Fax: 296-0818  
Email: [gpeck@gov.bm](mailto:gpeck@gov.bm)

2.10.3 In order to afford prospective Tenderers reasonable time in which to take an Addendum into account in preparing their Tenders, the Employer may, at his discretion, extend the deadline for the submission of Tenders in accordance with Clause 2.19.

## **C. PREPARATION OF TENDERS**

### **2.11 Language of the Tender**

2.11.1 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.

### **2.12 Documents Comprising the Tender**

2.12.1 The Tender to be prepared by the Tenderer shall contain the following:

1. Completed Form of Tender
2. Addenda;
3. Schedule;

4. Health and Safety Plan for the Project;
5. Statement of contractor's experience;
6. Contractor Financial Information Form
7. Details of doors supplier, makes and models of door hardware, fixtures and fittings.
8. Information required to evaluate the tender evaluation matrix

The Form of Tender provided in Section II of these Tender documents shall be used without exception. Duplicate copies of the above are to be returned.

### **2.13 Tender Prices**

- 2.13.1 Unless stated otherwise in the Tender documents, the Contract shall be for the whole Works as detailed in these documents and shown on the drawings and based on the completed Form of Tender lump sum, as submitted by the Tenderer.
- 2.13.2 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.

### **2.14 Currencies of Tender**

- 2.14.1 The lump sum prices shall be quoted by the Tenderer in Bermuda dollars.

### **1.15 Tender Validity**

- 2.15.1 Tenders shall remain valid and open for a period of 90 days after the date of Tender opening prescribed in Clause 2.19.
- 2.15.2 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.

### **2.16 Pre-Tender Meeting**

- 2.16.1 There will be a pre-Tender meeting that will be held at the site of the works located at the Tynes Bay Waste-to-Energy Facility at the time and date specified in the letter of invitation.
- 2.16.2 The purpose of the meeting will be to view the site and existing installation. To clarify issues and to answer questions on any matter that may be raised at that stage.

## **2.17 Format and Signing of Tenders**

- 2.17.1 The Tenderer shall prepare duplicate original copies of item 1, and one original of items 2 to 8 of the documents comprising the Tender as described in Sub-Clause 2.12.1 of these Instructions to Tenderers.
- 2.17.2 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.
- 2.17.3 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.
- 2.17.4 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.

## **D. SUBMISSION OF TENDERS**

### **2.18 Sealing and Marking of Tenders**

- 2.18.1 The Tenderer shall seal the original of the Tender in an envelope or similar package.
- 2.18.2 The envelope shall:
- (a) be addressed to:  
  
The Tender Committee  
Ministry of Public Works  
3<sup>rd</sup> Floor Post Office Building,  
56 Church Street  
Hamilton
  - (b) bear the following identification:
    - (i) Tender for the supply and Installation of Doors and Hardware
    - (ii) The words “DO NOT OPEN BEFORE 3:00 p.m.” on the date specified in the Invitation to Tender.

- (c) the envelope shall indicate 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.

2.18.3 Each copy of the Tender shall be returned to the Tender Box locate at the address in 2.18.2(a) above.

2.18.4 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.

## **2.19 Deadline for Submission of Tenders**

2.19.1 Tenders must be received by the Employer at the address specified above no later than the date specified in the letter of invitation.

2.19.2 The Employer may, at his discretion, extend the deadline for submission of Tender by issuing an amendment in accordance with Clause 2.10 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.

## **2.20 Late Tenders**

2.20.1 Any Tender received by the Employer after the deadline for submission of Tenders prescribed by the Employer, in accordance with Clause 2.19 will be returned to the Tenderer.

## **2.21 Modifications and Withdrawal of Tenders**

2.21.1 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.

2.21.2 The Tenderer's modification or notice of withdrawal shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 2.18 for the submission of Tenders with the envelope additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.

2.21.3 Subject to Clause 1.24, no Tender shall be modified subsequent to the deadline for submission of Tenders.

## **E. TENDER OPENING AND EVALUATION**

### **2.22 Tender Opening**

- 2.22.1 Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 2.21 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.
- 2.22.2 At Tender opening, a member of the Purchasing and Tendering Committee will announce the Tenderers' names and the Tender Prices.
- 2.22.3 The Employer shall prepare, for his own records, minutes of the Tender opening, including the information disclosed to those present.

### **2.23 Process to be Confidential**

- 2.23.1 After the 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.
- 2.23.2 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 Tenderer's Tender.

### **2.24 Clarification of Tenders**

- 2.24.1 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 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 Employer during the evaluation of the Tenders in accordance with Clause 2.26.

### **2.25 Determination of Responsiveness**

- 2.25.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender is substantially responsive to the requirements of the Tender documents.

2.25.2 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.

2.25.3 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.

## **2.26 Correction of Errors**

2.26.1 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:

- (a) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
- (b) 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.

2.26.2 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, his Tender will be rejected.

## **2.27 Evaluation and Comparison of Tenders**

2.27.1 The Employer will evaluate and compare only Tenders determined to be substantially responsive to the requirements of the Tendering documents in accordance with Clause 2.25.

2.27.2 In evaluating Tenders, the Employer will determine for each Tender, the Evaluated Tender Price, by adjusting the Tender Price as follows:

- (a) making any correction for errors pursuant to Clause 2.26;

- (b) 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.

2.27.3 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.

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

2.27.5 Tenders will be evaluated using the Tender Evaluation Matrix which forms part of the tender documents. Tenderers must submit sufficient information to enable each category to be fully assessed.

## **F. AWARD OF CONTRACT**

### **2.28 Award Criteria**

2.28.1 Subject to Clause 1.26, 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, quality of proposed materials, the contractor's capability and available resources to carry out the Contract effectively and the contractor's schedule. This will be determined from the evaluation matrix and may not be the lowest tender received.

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

2.29.1 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.

2.29.2 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.

### **2.30 Award of Contract**

2.30.1 Prior to the expiration of the period of Tender Validity prescribed by the Employer, the Employer will send the successful Tenderer a Purchase Order and

the Form of Agreement provided in the Tender documents, incorporating all agreements between the parties.

2.30.2 Within 14 days of receipt of the Form of Agreement, the successful Tenderer shall sign the Form and return it to the Employer.

2.30.3 The Employer will promptly notify the unsuccessful Tenderers that their Tenders have been unsuccessful.



## FORM of TENDER

**The Employer:** the Ministry of Public Work  
PO Box HM 525, Hamilton, HM CX, Bermuda

**The Tenderer:** \_\_\_\_\_

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

Seawater Intake Plant

Supply and Installation of Doors and Door Hardware

## 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 before:

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

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

Signature: \_\_\_\_\_ Authorized to sign on behalf of the Contractor

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

Capacity: \_\_\_\_\_

## ACCEPTANCE

The Employer will issue a formal Purchase Order to the contractor deemed to have submitted the most favourable tender.

In addition the Employer and the Contractor will be required to sign and exchange the completed Minor Works Form of Contract.



GOVERNMENT OF BERMUDA

Ministry of Public Works

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Department of Works and Engineering

# Minor Works Contract

for

## Tynes Bay Seawater Intake Plant

## Replacement Doors Project

July 2015



DEPARTMENT OF WORKS AND ENGINEERING

MINOR WORKS CONTRACT

**1. AGREEMENT**

This agreement made the \_\_\_\_\_ (*date will be inserted*) \_\_\_\_\_ by and between \_\_\_\_\_ hereinafter called the Contractor, and the Ministry of Public Works, hereinafter called the Owner for the purpose of **Supplying and Installing New Doors and Door Hardware, at the Tynes Bay Seawater Intake Plant, in accordance with drawing No. SWPD-01.**

**2. WORK TO BE DONE**

The Contractor agrees to supply all labour, materials, transport and any other services necessary for the proper completion of the work as described by the Specifications and all Conditions of this agreement.

**3. TIME OF COMPLETION**

The Contractor agrees to commence work on or before \_\_\_\_\_ and shall be substantially complete within \_\_\_\_\_ **Weeks** subject to any extensions of time as provided by the Engineer or his nominated representative.

**4. THE CONTRACT SUM**

4.1. The Owner shall pay the Contractor the sum of:

(written) \_\_\_\_\_  
(numbers) \$ \_\_\_\_\_

4.2. Liquidated damages relating to failure to complete on time shall be **Not Applicable**.

4.3. Defects Liability Retention - **Five percent (5%)** of the total Contract Sum will be retained by the Owner for a period of **ninety (90) days** after substantial completion as a remedy of any latent defects due to workmanship which appear during this period.

**5. PROGRESS PAYMENTS**

The Contractor agrees to be paid by the Owner at monthly intervals for the value of the work completed during that month, subject to any additions or deletions which may be due.

**6. FINAL PAYMENT**

Final payment, being the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the work has been completed, the defects liability period has expired, latent defects have been repaired, and the Contractor has performed to the reasonable satisfaction of the Engineer and a final certificate of completion has been issued.



DEPARTMENT OF WORKS AND ENGINEERING

**7. CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, the Tender Documents, the Tender and any accompanying Conditions and Specifications.

**8. INSURANCE**

The Contractor shall maintain, at a minimum, **\$250,000.00 of Third Party Insurance** for the duration of the Contract.

This Agreement entered into as of the day and year first written above.

**For the Owner**

Signature \_\_\_\_\_  
Print Name \_\_\_\_\_  
Date \_\_\_\_\_

**For the Contractor**

Signature \_\_\_\_\_  
Print Name \_\_\_\_\_  
Date \_\_\_\_\_



DEPARTMENT OF WORKS AND ENGINEERING

GENERAL CONDITIONS

1. PLANT AND EQUIPMENT

1.1. The Contractor is to include for the provision of all equipment, tools, plant, scaffolding etc. that is necessary for the completion and proper execution of the work. All to be in good condition and safe to operate.

1.2. The Contractor shall not in the course of the works use any tools, plant or equipment belonging to the Ministry of Public Works without the prior consent of a responsible officer of the Ministry. Such consent shall not operate as a warranty as to the fitness of such tools for the purpose of the contract, and shall be used at the risk of the Contractor. In addition, the Contractor must confine his men, materials and plant as directed by the Owner or the Owner's authorized representative (herein referred to as the Engineer).

2. WORKMANSHIP AND MATERIALS

2.1. All workmanship and materials as specified on the drawings shall be to the entire satisfaction of the Engineer who may reject any workmanship or materials which are in his opinion unsatisfactory for the purpose intended or which are not in accordance with the Specifications or Contract Documents.

2.2. Any such workmanship or materials will be corrected at the Contractor's expense.

3. SECURITY AND ACCESS

3.1. Security - The Contractor shall include for and be solely responsible for the protection and safety of the works, materials, public and occupants during progress of the works.

3.2. Restrictions - The Contractor must confine his workmen, materials and plant to the area directed by the Engineer and must limit his access to the means agreed and shall be responsible for maintaining the original condition of the existing area.

3.3. The Contractor and his workmen shall not cause any nuisance, trespass or detriment.

4. FIRE PRECAUTIONS

The Contractor must take all reasonable precautions to prevent the outbreak of fire and must include in his tender for all costs in complying with the requirements of this document. The issue of these requirements does not relieve the Contractor of his statutory requirements and for taking other reasonable precautions to minimize risk.

5. INJURY, DAMAGE AND INSURANCE

5.1. Injury or Death - The Contractor shall be liable for and shall indemnify the Owner against any expense, liability, loss, claim or proceedings whatsoever in respect of personal injury to or death of any person arising out of the course of, or caused by the carrying out of, the Contract work.

5.2. Insurance - The Contractor shall be liable for and indemnify the Owner against and insure against any expense, liability, loss, claim or proceedings in respect to workmen's compensation acts and other employee benefits acts, damages because of bodily injury, including death. The insurance



GOVERNMENT OF BERMUDA  
Ministry of Public Works

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DEPARTMENT OF WORKS AND ENGINEERING

shall be written for not less than the limits outlined in the Small Contract Agreement or that required by law, whichever coverage is greater.

5.3. Debris - The Contractor shall at all times keep the site free of debris to the satisfaction of the Engineer.

5.4. Health, Safety & Welfare - The Contractor shall follow the current Health and Safety Legislation and Health & Safety Regulations. All employees, including supervisors, must undertake the Tynes Bay Safety orientation prior to carrying out any work on the site and must comply with the Tynes Bay Safety and Health Regulations.

**6. COMPLETION OF THE CONTRACT**

6.1. Extension of Contract Period - If it becomes apparent that the works will not be completed by the date outlined for completion in the Small Contract Agreement for reasons beyond the Contractor's control, then the Contractor shall so notify the Engineer who shall make, in writing, such extension of time for completion as is reasonable.

6.2. Liquidated Damages – Are not applicable on this contract.

6.3. Substantial Completion - The Engineer shall certify the date when in his opinion the Works are substantially complete, and will issue a final certificate of completion when all defects have been rectified within the Defects Liability Period.

6.4. Arbitration - Any dispute between the parties arising from this contract shall be dealt with by Arbitration in accordance with the Bermuda Arbitration Act 1986.

**7. TERMINATION OF THE CONTRACT**

7.1. If the Contractor defaults or persistently fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven day's written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the cost thereof, including any other expenses made necessary thereby, from the payment due the Contractor.

7.2. Alternatively, the Owner may terminate the Contract and take possession of the site and all materials, equipment, tools, and machinery thereon owned by the Contractor and may finish the work by whatever method deemed expedient.

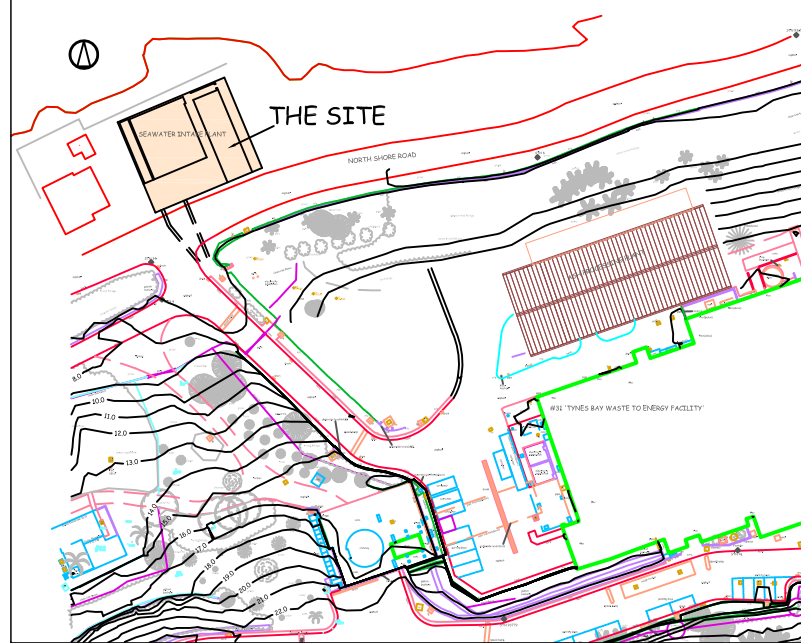
7.3. If the unpaid balance of the Contract Sum exceeds the cost of finishing the work, such excess will be paid to the Contractor, but if such costs exceed such unpaid balance, the Contractor shall pay the difference to the Ministry of Works and Engineering.

## Tender Evaluation Matrix

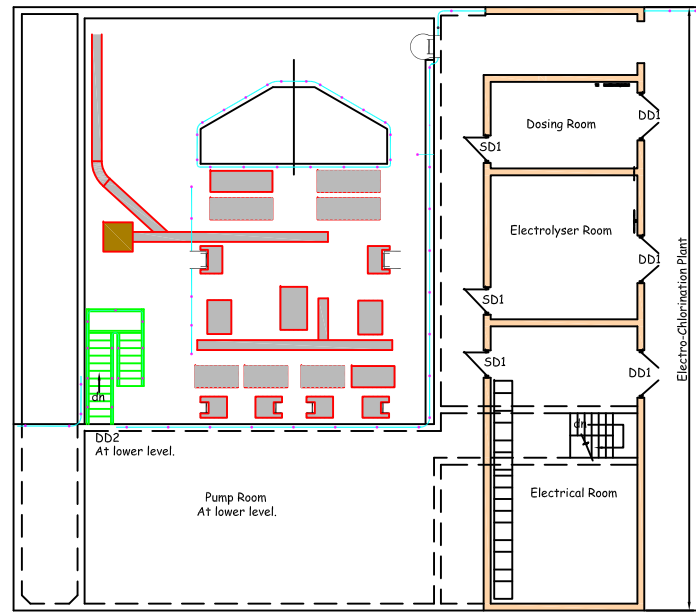
The following criteria will be used to evaluate the tenders submitted. It is therefore incumbent on ALL tenderers to ensure that the information necessary for each item to be evaluated and scored is submitted with each tender.

ITEM	CRITERIA	WEIGHT
	<b>Section 1: Experience &amp; Capability:</b>	
1.1	Does the bidder clearly demonstrate the ability to deliver the requirements of the tender?	2.0%
1.2	Did the bidder offer evidence of experience with projects of a similar technical level?	2.0%
1.5	Does the bidder state that they have sufficient, suitably experienced resources available?	2.0%
1.6	Does the bidder have a good track record in Health & Safety?	1.0%
1.7	Were the bidders references positive about their experience of working with the contractor/supplier, and would they use them again?	1.0%
	<b>Total Score - Section 1</b>	<b>8.0%</b>
	<b>Section 2: Technical Analysis:</b>	
2.1	<b>MATERIAL:</b>	
2.1.1	Door supplier and quality of doors	20.0%
2.1.2	Hardware brand and quality	15.0%
2.1.3	Compliance with fixtures specification	5.0%
	<b>Total Score - Section 2</b>	<b>40%</b>
	<b>Section 3: Financial Analysis:</b>	
3.1	Tender price	40.0%
3.2	Financial standing	5.0%
	<b>Total Score - Section 3</b>	<b>45.0%</b>
	<b>Section 4: Social, Environmental &amp; Economic criteria</b>	
4.1	Schedule Duration	3.0%
4.2	Schedule Quality / Confidence in delivery compliance.	2.0%
4.3	Percentage of workforce that are Bermudian?	2.0%
	<b>Total Score - Section 4</b>	<b>7.0%</b>

**Total evaluated score 100%**

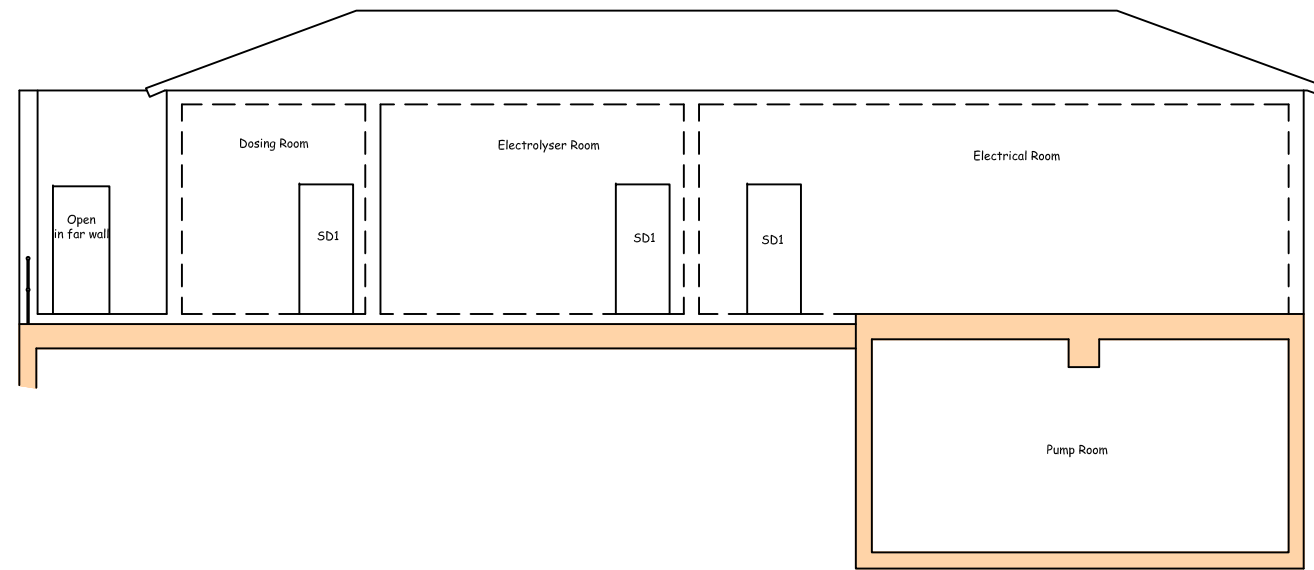


Location Plan

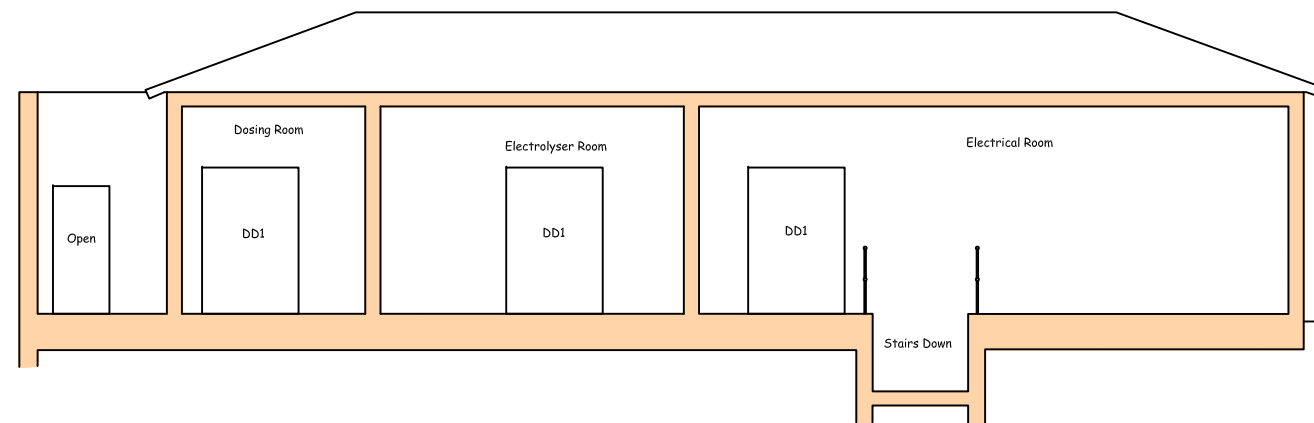


Site Plan

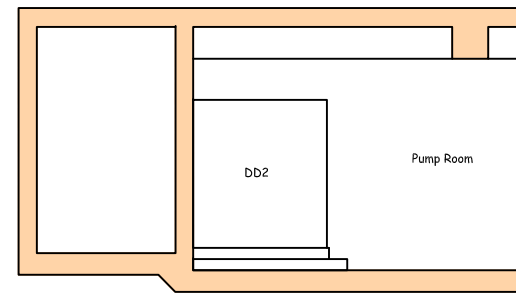
Schedule							
Door Ref.	Quantity	Opening	Existing structural Clear Opening	Ventilation	Colour	Fire Rating	Hardware
SD1	3	Outside	36 $\frac{3}{4}$ " W x 83" H	24" square FRP louvre with insect mesh at bottom of door	White	None	3No. Heavy duty full mortise G316 stainless steel hinges 5" x 4 $\frac{1}{2}$ " Satin stainless steel cylindrical non-locking knob set by Schlage or Yale. Extra heavy duty (institutional quality) door closer with special rust inhibitor and backcheck facility by Schlage or Yale.
DD1	3	Active leaf Outside	60 $\frac{3}{4}$ " W x 110 $\frac{3}{4}$ " H	24" square FRP louvre with insect mesh top and bottom of both leaves.	White	None	4No. Heavy duty full mortise G316 stainless steel hinges 5" x 4 $\frac{1}{2}$ " on both leaves Satin stainless steel cylindrical non-locking knob set by Schlage or Yale on both leaves. Extra heavy duty (institutional quality) door closer with special rust inhibitor and backcheck facility by Schlage or Yale on active leaf. 18" long heavy duty barrel bolts top and bottom of inactive leaf 10" high x width to suit door aluminium kick plate on both leaves inside only.
DD2	1	Active leaf Outside	77 $\frac{1}{4}$ " W x 84" H	24" square FRP louvre with insect mesh at bottom of both leaves.	White	None	3No. Heavy duty full mortise G316 stainless steel hinges 5" x 4 $\frac{1}{2}$ " on both leaves Satin stainless steel cylindrical non-locking knob set by Schlage or Yale on both leaves. Extra heavy duty (institutional quality) door closer with special rust inhibitor and backcheck facility by Schlage or Yale on active leaf. 18" long heavy duty barrel bolts top and bottom of inactive leaf 10" high x width to suit door aluminium kick plate on both leaves inside only.



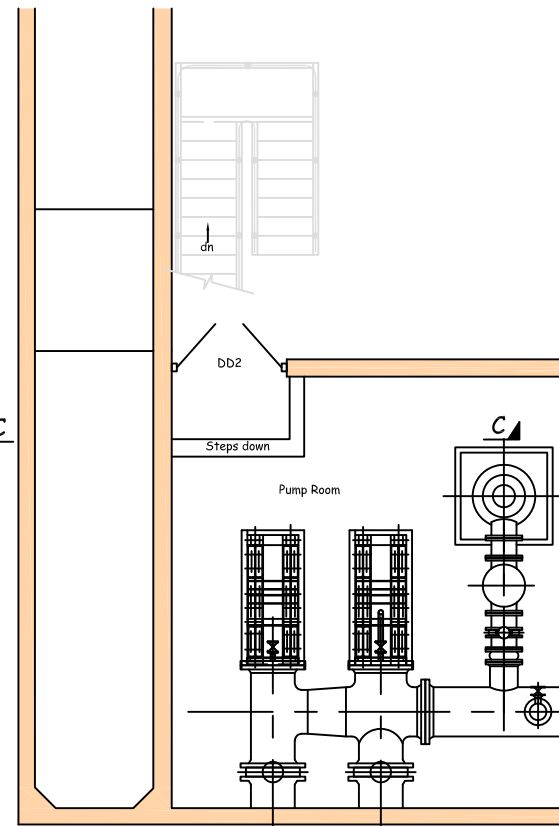
Elevation A - A



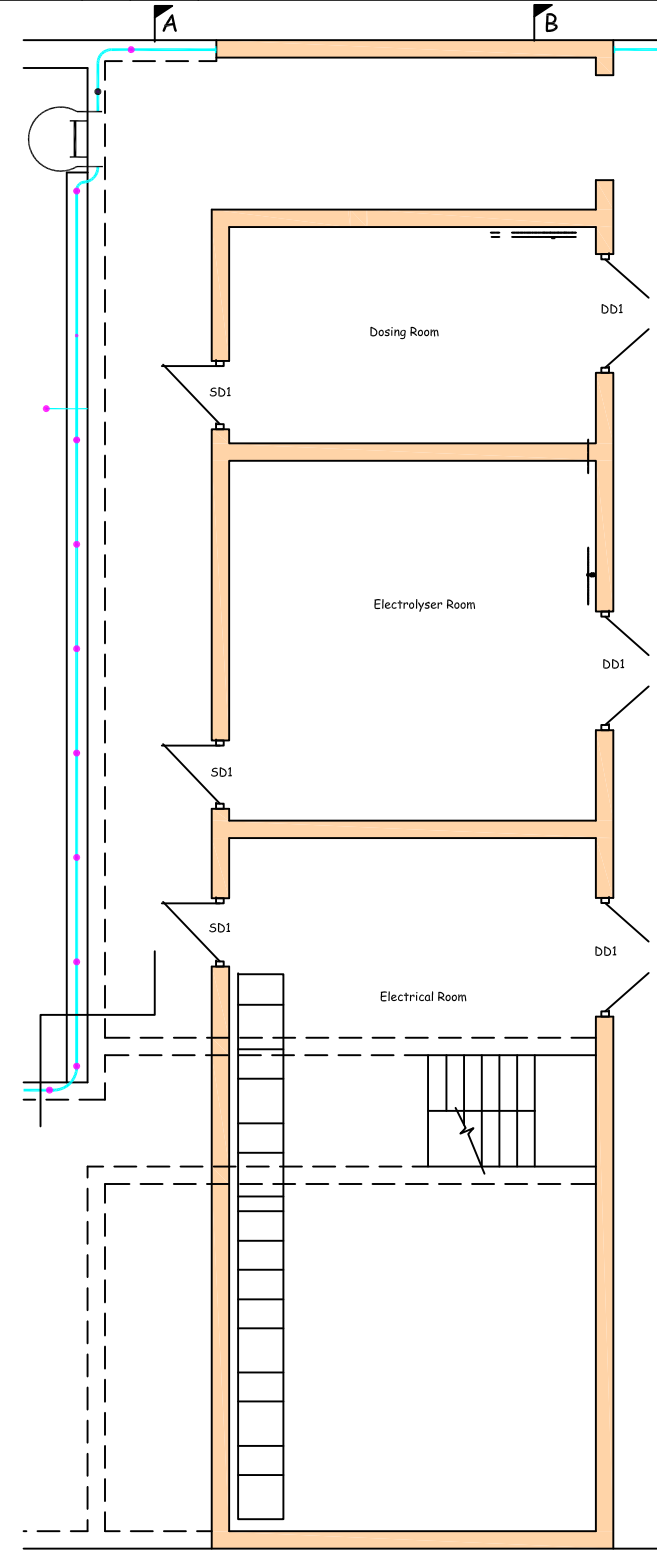
Section B - B



Section C - C



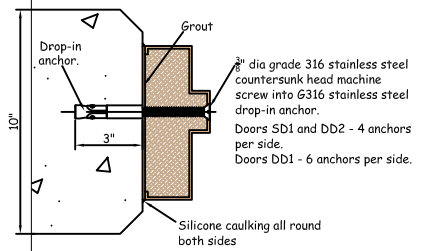
Pump Room Plan



Electro-Chlorination Plant Plan

Specification

1. Doorways DD1 are currently closed with timber framing and plywood, which is to be removed, along with the existing doors. Remove from all scrap from site and dispose of at Tynes Bay. Make good any surfaces and prepare for new doors.
2. Doors and frames to be heaviest duty available Fibreglass with filled cores for heavy industrial application located at the coastline in a hurricane category area by Simon Door or equal approved. [www.simondoor.com](http://www.simondoor.com), [info@simondoor.com](mailto:info@simondoor.com)
3. Fibreglass doors shall be reinforced and otherwise prepared for the specified door hardware.
4. Unless otherwise stated, screws, bolts, nuts, washers, fixtures and fittings shall be grade 316 stainless steel.
5. Opening sizes specified in the table are the clear structural openings in the existing walls.
6. All the walls are 10" thick reinforced concrete.
7. Fixing details



PROJECT NUMBER:  
31-355

PROJECT NAME:  
**TYNES BAY WTE FACILITY  
Seawater Plant Upgrade**  
TYNES BAY  
31 PALMETTO ROAD  
DEVONSHIRE

SHEET TITLE:  
**Door Replacement Details**

SHEET NUMBER:  
**SWPD - 01**