



GOVERNMENT OF BERMUDA

Ministry of Public Works

Department of Works and Engineering

Aeolia Drive Water Main Replacement

Tender Package

File No.:50/600

Issued for Tender: June 2016



Aeolia Drive Water Main Replacement

Invitation to Tender

The Government of Bermuda, Ministry of Public Works is soliciting tenders from experienced Contractors to supply and install a replacement water main for our customers in Aeolia Drive, Devonshire. This work involves trench excavation; HDPE pipe supply and install; connection of existing customer supply points; and backfill and reinstatement. The purpose of this work is to remove the supply fed from a defunct cast iron water main.

1. It is the Bidder'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, Portal at <https://www.gov.bm/procurement-notice>
2. This Tender Package includes the following documents:
 - Instructions to Bidders
 - Bid Forms
 - Attachment 'A' – Form of Tender
 - Attachment 'B' – Appendix to Form of Tender
 - Attachment 'C' – Agreement Acknowledgement
 - Attachment 'D' – Company Information
 - Attachment 'E' – Personnel Qualifications
 - Attachment 'F' – Certificate of Confirmation of Non-Collusion
 - Attachment 'G' – Tender Price Breakdown
 - Attachment 'H' – Labour and Mark Up Rates
 - Exhibit 'A' – Tender Evaluation Matrix
 - Exhibit 'B' – Sample Contract Documents
 - Exhibit 'C' – Specifications
 - Exhibit 'D' – Drawings
3. A Site Tour will be conducted at 10:00AM AST on Tuesday, 21st June 2016. While attendance is not mandatory contractors are strongly advised to attend and attendance will be part of the bid assessment.
4. All responses to this Tender must be received by the Project Manager listed below before **3:00PM Atlantic Standard Time on 27th June 2016** and clearly marked with "Aeolia Drive Water Main Replacement" on the outer envelope.

Ministry of Public Works
Department of Works and Engineering
3rd Floor, 56 Church Street
Hamilton, HM12 Bermuda
Attention: Mr. J Tarik Christopher
5. **Late submittals will not be accepted.**



Instructions to Bidders

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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 (“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. 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 Description of Works

- .1 The Government of Bermuda proposes to install a replacement four (4) inch diameter HDPE water main extending from an existing HDPE pipe located in the Dame Marjorie Bean School drive to connect to existing four (4) inch diameter PVC pipe in Aeolia Drive Devonshire, Bermuda.
- .2 This work involves the supply of all pipe materials and fittings required to install the replacement water main and connect the existing customers as detailed on the drawings. The work will include all necessary trenching and earthworks to place the pipe a minimum depth of two (2) feet below final grade and reinstatement of all existing surfaces.

1.3 Schedule

Action(s)	Date(s)and Time(s)
Request for Tender Released	10 th June 2016
Pre-bid Site Visit	10:00 am 21 st June 2016
Deadline to request additional information	22 nd June 2016
Last date on which additional information is issued by the Ministry	23 rd June 2016
Deadline for Receipt of Bids from bidders	3:00 pm AST 27 th June 2016

*All times Atlantic Standard Time

1.4 Eligibility and Qualification Requirements

- .1 The Bidder and/or the Bidder's sub-contractors (**hereinafter referred to as the Bidder**) must meet certain requirements, specified herein, in order to be considered as acceptable to provide a Bid or the project. Bidders, 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.
- .2 The Bidder must have a minimum of 5 years' experience in the provision of contracting services to provide pipeline installation works
- .3 In addition to the experience of the firm or firms as noted above, the experience of the key individuals responsible for the project must meet the following criteria:
 - .1 Contractor's Project Manager: 5 years of experience in trenching pipeline installation and road works
- .4 The Bidder shall submit with his completed tender all appropriate documentation in order to demonstrate the necessary experience and expertise as noted in Clauses 1.4.2, 1.4.3, 1.4.5, and 1.4.6. 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-contractors.

In addition the Bidder shall provide a reference from a bank or other financial institution confirming the Bidder's capacity to provide the necessary financial resources to complete the works in accordance with the contract and schedule.

- .5 Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements:
 - .1 The Tender Documents, and in the case of a successful Bidder, 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 the lead; and this authorisation shall be evidenced by submitting a power of attorney signed by legally authorised signatories of all the partners;
 - .3 The lead partner 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 lead partner;
 - .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 Bidder); and
 - .5 A copy of the Agreement entered into by the joint venture partners shall be submitted with the Tender.
- .6 All corporate Bidders 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.

1.5 Cost of Tendering

- .1 The Bidder 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 Ministry*)**, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Tendering process.

1.6 Pre-Bid Site Tour Meeting

- .1 All Bidders or their official representative(s) on their own cost and responsibility are advised to attend the Pre-Bid meeting and Site tour to examine the site of the proposed work, so as to be fully acquainted with existing conditions and limitations. A site visit for all bidders has been arranged for **10am AST 21st June 2016**. Meet at the entrance to the Dame Marjorie Bean Academy
- .2 The Ministry reserves the right to refuse any request for individual conducted site tours, at any other time than that identified in this tender.
- .3 The Bidder may schedule additional site visits for further investigations by contacting the Project Manager.



- .4 The Bidders or their official representative must register their presence with the Project Manager at the start of the meeting stating the name of the company they represent their email address, and phone number.
- .5 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.
- .6 Minutes of the meeting, including copies of the questions raised and responses given, will be furnished expeditiously to Bidders. Any modification of the Tender documents that may become necessary as a result of the site tour meeting will be made and furnished to all Bidders.
- .7 The Bidder 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 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.
- .8 Bidders shall make their own assessment of existing facilities, conditions and difficulties which will attend the execution of the Works called for by the proposed works contract; including local conditions, constraints due to working in an occupied area with restricted hours, labour conditions, uncertainty of weather, difficulties with access, and all other reasonable contingencies. Bidders 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.
- .9 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.

1.7 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 documents stated below, together with any Addenda thereto issued in accordance with Clause 2.3 and any minutes of pre-Bid meetings.

Tender Documents and Forms

- Instructions to Bidders
 - Bid Forms
 - Attachment 'A' – Form of Tender
 - Attachment 'B' – Appendix to Form of Tender
 - Attachment 'C' – Agreement Acknowledgement
 - Attachment 'D' – Company Information
 - Attachment 'E' – Personnel Qualifications
 - Attachment 'F' – Certificate of Confirmation of Non-Collusion
 - Attachment 'G' – Tender Price Breakdown
 - Attachment 'H' – Labour and Mark Up Rates
 - Exhibit 'A' – Tender Evaluation Matrix
 - Exhibit 'B' – Sample Contract Documents
 - Exhibit 'C' – General Specifications
 - Exhibit 'D' – Drawings
- .2 The Bidder 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 Bidder's own risk.
- .3 Tender documents are to be downloaded from the Government of Bermuda, Portal at <https://www.gov.bm/procurement-notice> notices.

2.2 Clarification of Tender Documents

- .1 A prospective Bidder 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 addendum on the Government of Bermuda Portal at <https://www.gov.bm/procurement-notice> notices for clarification which they receive earlier than three (3) business 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 Bidders who have provided contact details.
- .2 Submissions of written queries shall be sent to the Project Manager at the following address by email:
- Ministry of Public Works
Department of Works and Engineering
3rd Floor, 56 Church Street
Hamilton, HM12 Bermuda
- Attention: J Tarik Christopher**
Fax: (441) 278-0579;
Email: tjchristopher@gov.bm
Absolutely no verbal questions/clarification will be acknowledged.

2.3 Amendment of Tender Documents



- .1 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 Bidder, modify the Tender documents by the issuance of an Addendum.
- .2 The Addendum will be sent in writing by email to all prospective Bidders who have attended the Site Meeting from the Ministry and will be binding upon them.
- .3 All prospective Bidders are responsible for checking the Government of Bermuda, Portal at <https://www.gov.bm/procurement-notices> notice and download Addenda posted with regard to this project.
- .4 In order to afford prospective Bidders 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 TENDERS

3.1 Language of the Tender

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

3.2 Documents Comprising the Tender

- .1 The Tender to be prepared by the Bidder shall contain the following:
 - .1 Tender Forms – Mandatory
 - .2 Form of Tender and Appendix to Form of Tender;
 - .3 Tender Price Breakdown;
 - .4 Labour and Mark-Up Rates;
 - .5 Certificate of Confirmation of Non-Collusion; (Mandatory)
 - .6 Company Information Forms;
- .2 Additional Required Documentation
 - .1 Letter from principal bank confirming credit status of Bidder;
 - .2 Eligibility and qualifications of firms and personnel;
 - .3 Bidder'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 Bidders embodied in the Tender documents.

The Tender Forms provided in the Tender documents shall be used without exception. One copy of the above is to 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 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 Bidder.
- .2 The Bidder shall fill in separate prices for all items of Works described in the Tender Price Breakdown. Items against which no price is entered by the Bidder will not be paid for by the Ministry when executed and shall be deemed covered by the other lump sum prices in the Tender Price Breakdown.
- .3 All duties, taxes and other levies payable by the Bidder 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.

3.4 Special Requirements

- .1 Submit individual rates for labour, materials, and mark-ups as indicated in the Labour, Materials, and Mark-Up Rates Form.

3.5 Bidder's Schedule

- .1 Bidders are advised that in order to comply with the tendering procedure for this Contract, Bidders 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 five (5) 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 Bidders are to specify their most cost effective completion date.
- .4 The Bidder shall make every effort to complete the Works by the stipulated completion date, and shall adjust his schedule of activities accordingly.
- .5 The Bidder 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 prices and rates shall be quoted 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 4.2.



- .2 In exceptional circumstances prior to expiry of the original Tender Validity period, the Ministry may request the Bidder for a specified Extension in the period of Validity. The request and the responses thereto shall be made in writing by email. A Bidder may refuse the request and withdraw his Tender. A Bidder agreeing to the request will not be required nor permitted to modify his Tender.

3.8 Format and Signing of Tenders

- .1 The Bidder shall prepare one original set of the documents comprising the Tender as described in Sub-Clause 3.2.1 of these Instructions to Bidders.
- .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 Bidder 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 Ministry, or as necessary to correct errors made by the Bidder, 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 Bidder. No Bidder may participate in the Tender of another for the same Contract in any relation whatsoever.



Part 4 SUBMISSION OF TENDERS

4.1 Sealing and Marking of Tenders

- .1 The bidder shall submit the proposals in a single envelope.
- .2 The sealed and clearly marked envelope shall:
 - .1 Be addressed to:

Ministry of Public Works
General Post Office Building
3rd Floor, 56 Church Street
Hamilton HM CX
Bermuda
Attention Mr. J. Tarik Christopher
 - .2 Bear the following identification:
 - .1 Tender for **“Aeolia Drive Water Main Replacement”**
 - .2 The words **“DO NOT OPEN BEFORE 3:00PM AST on 27th June 2016**
 - .3 The envelope shall indicate the name and address of the Bidder 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 or can be sent by mail or Courier.
 - .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 proposal submitted. An envelope opened prematurely for this cause will be rejected by the Government and bidder notified.

4.2 Deadline for Submission of Tenders

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



4.4 Modifications and Withdrawal of Tenders

- .1 The Bidder may modify or withdraw his Tender after Tender submission, provided that the modification or notice of withdrawal is received in writing by the Ministry prior to the prescribed deadline for submission of Tenders.
- .2 The Bidder's modification or notice of withdrawal shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 4.1 and 4.2 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 Ministry 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. Tenders shall be opened after **3:00pm on the 27th June 2016**. At Tender opening, a member of the Purchasing and Tendering Committee will announce the Bidders' names and the Tender Prices.
- .2 The Ministry shall prepare, for their 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 Bidders or other persons not officially concerned with such process until the award of the Contract to the successful Bidder has been announced.
- .2 Any effort by a Bidder to influence the Ministry 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 Bidder's Tender.

5.3 Clarification of Tenders

- .1 To assist in the examination, evaluation and comparison of Tenders, the Ministry may ask Bidders individually for clarification of their Tenders. The request for clarification and the response shall be in writing. 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 Ministry during the evaluation of the Tenders in accordance with Clause 5.6.



5.4 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: (A) experience and capacity; (B) financial analysis; and (C) Social. 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, 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 Ministry 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 Ministry's rights or the Bidder's obligations under the Contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other Bidders presenting substantially responsive Tenders.
- .3 If the Tender is not substantially responsive to the requirements of the Tender documents, the Ministry reserves the right to request further information to make the Tender fully responsive as noted in Clause 5.3.

5.6 Correction of Errors

- .1 Tenders determined to be substantially responsive will be checked by the Ministry for any arithmetic errors in computation and summations. Errors will be corrected by the Ministry 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 Ministry in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of the Tender, his Tender will be rejected.



5.7 Evaluation and Comparison of Tenders

- .1 The Ministry will evaluate and compare only Tenders determined to be substantially responsive to the requirements of the Tender documents in accordance with Clause 5.5.
- .2 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 of the scope of work items will be addressed; how compliance with applicable Codes, practices, and procedures will be demonstrated; training programme; the firm's qualifications and overall relevant experience in relation to this type of work; and the applicable qualifications and the experience of the team and each team member proposed to be used to undertake the work.
- .3 The tender will be evaluated under the Tender Evaluation Matrix given in the Tender Documents.
- .4 The Ministry 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 Ministry 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 Ministry will award the Contract to the Bidder whose Tender has been determined to be substantially responsive to the Tendering documents and who, in the opinion of the Ministry, has offered the best proposal taking into consideration the Tender price, the Bidder's capability and available resources to carry out the Contract effectively and the Bidder's construction schedule, pursuant to Clause 5.7. This may not be the lowest priced tender received.
- .2 The Ministry is not bound to accept the lowest priced or any Tenders and reserves the right to reject any Tender 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 Bidder, or Bidders or being under any obligations to inform the affected Bidder or Bidders of the grounds for the Ministry's action.
- .3 The Ministry 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 3.7 of these instructions the Ministry will notify the successful Bidder by email and/or 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 Ministry 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 successful tender together with the letter of acceptance will constitute the formation of a binding the Contract unless and until a formal agreement is executed.
- .3 The Ministry will promptly notify the unsuccessful Bidders that their Tenders have been unsuccessful.

6.3 Signing of Contract Agreement

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

END OF INSTRUCTIONS TO BIDDERS



Bid Attachment 'A' - Form of Tender

(Note: all sheets form part of the tender)

TO: Permanent Secretary, Ministry of Public Works

1. Having examined the Instructions to Bidders, 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

2. 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.
3. We acknowledge that the Government is not bound to accept the lowest or any tender, and will not accept any late tender.
4. 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.
5. 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 bidder.
6. We acknowledge that both the Form of Tender and Appendix to Form of Tender form part of our Tender.
7. 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.
8. 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.
10. We undertake to commence the work within **Fourteen (14) business days** of the date of the acceptance of the Contract.

(Continues on next page)



- 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 _____



Bid Attachment 'B' - Appendix to Form of Tender

(Note: all sheets form part of the tender)

The General provisions below are modification and clarifications of the FIDIC Plant and Design-Build Contract. All other clauses remain the same.

Sub- Clause	Item	Data
1	General Provisions	
1.1.1	Documents forming the Contract listed in order of priority(delete if not applicable)	Document Identification
	(a) The Agreement	Sample included in Tender Documents
	(b) Letter of Acceptance	Issued after Tender
	(c) Addenda	Identify in Form of Tender
	(d) Particular Conditions	Included in Tender Documents
	(e) General Conditions	Included in Tender Documents
	(f) Drawings and Specifications	Included in Tender Documents
1.1.3.3	Time for Completion	----- days
1.1.3.7	Defects Notification Period	365 days
1.4	Law of the Contract	Laws of Bermuda
1.4	Language	English
2	The Employer	Ministry of Public Works (the <i>Ministry</i>)
2.1	Provision of Site	During normal facility operating hours, starting on the Commencement Date. Extended hours allowed; must be arranged with Employer.
3	Employer's Representatives	
3.1	The Engineer	Chief Engineer
4	The Contractor	
4.2	Performance Security:	
4.2	Amount	\$nil
4.2	Form	Not required



Sub-Clause	Item	Data
5	Design by Contractor	
5.1	Requirements for Contractor's design	Refer to Design Parameters Section 01150
8	Time for Completion	
8.2	Time for submission	Within 14 days of the Commencement Date
8.3	Form of programme	Electronic format (e.g. Microsoft Project)
8.7	Amount payable due to failure to complete	\$ 150 per day up to a maximum of 10% of sum stated in the Agreement
11	Defects Liability	
11.1	Period for notifying defects	365 days calculated from the date stated in the notice under Sub-Clause 8.2
13	Variations and Adjustments	
13.6	Day work rates	<u>Attach hourly rates for labour with Tender.</u> <u>See Tender Forms.</u>
14	Contract Price and Payment	
14.1	Lump sum price	<u>Refer to Form of Tender</u>
14.5	Percentage of value of Materials and Plant	Materials 80% Plant 90%
14.7	Percentage of retention	10%
14.8	Rate of interest	0.5 % per annum
14.9	Expiry period for payment of second half of retention	On completion of defects as provided in the notice under Sub-Clause 9.1
14.15	Currency of payment	Bermuda Dollars
18	Insurance	
18.2	The Works, Materials, Plant and fees	The sum stated in the Agreement plus 15%
18.2	Contractor's Equipment	Full replacement cost
18.3	Third party injury to persons and damage to property	\$ 1,000,000.00
18.4	Workers	\$ 1,000,000.00
	Other Cover	_____
	Exclusions	_____



Sub- Clause	Item	Data
20	Claims Disputes and Arbitration	
20.6	Rules	Bermuda Arbitration Act 1986
20.6	Appointing authority	In accordance with the Bermuda Arbitration Act 1986
20.6	Place of Arbitration	Bermuda



Bid Attachment 'C' – Agreement Acknowledgement

(Note: all sheets form part of the tender)

FIDIC Standard Short Form of Agreement Acknowledgement Letter

This is to certify that I, _____ (name), in the position of _____ hereby acknowledge that I am aware of the terms and conditions of the attached FIDIC Conditions of Contract for the Short Form of Contract, First Edition 1999, published by the Federation Internationale des Ingenieurs-Conseils (FIDIC).

I acknowledge that the following documents have been provided in the Request for Tender package and at the date of this submission I have no issue with the terms and conditions of this agreement.

- FIDIC Short Form Contract including General Conditions and Particular Conditions
- Specifications and Drawings

Signed: _____

Print Name: _____

Title: _____

Company: _____

Date: _____



Bid Attachment 'D' – Company Information

(Note: all sheets form part of the tender)

Submit multiple copies of Attachment `D`, 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\$ _____

Workers Compensation Insurance carried: BD\$ _____

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.

TOTAL NUMBER OF STAFF	
NUMBER OF BERMUDIAN	
NUMBER OF NON-BERMUDIANS	
PERCENTAGE OF BERMUDIANS	



Bid Attachment 'D' – 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?**_____
- 12. **Have you participated in appropriate business skills training, e.g. The BEDC Construction incubator, or have verifiable business skills (experience or training)? If so, please provide details.**

Signed: _____

Print Name: _____

Title: _____

Company: _____

Date: _____



Bid Attachment 'E' – Personnel Qualifications

(Note: all sheets form part of the tender)

Note: Include resumes for all personnel identified in this Bid Form.

Project Manager

Company Name: _____

Employee Name	Title	Employed Since and Total Years' Experience	Certifications and Dates Received



Bid Attachment 'F' - Certificate of Confirmation of Non-Collusion

Notes for the tenderer/bidder

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, each company that submits a tender will be required, by way of the signature of a duly authorized representative of the company, to confirm that the tender has been submitted without any form of collusion.

All tenderers must complete and sign a Certificate of Confirmation of Non-Collusion. Any tenders submitted which do not include a signed copy of the Certificate will be wholly rejected and will not be included in the evaluation process.

If it is later found that the undertakings made below have been breached at any stage of the procurement process, then 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.

Any tenderer that submits false information in response to a tender, and any other person or company involved in collusion, may be excluded from tendering for future contracts tendered by the Government of Bermuda.

Confirmation of non-collusion

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 information, other than that contained within the tender pack, or supplementary information provided to all bidders.

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 _____ Date _____
 (2) _____ Status _____ Date _____

for and on behalf of



Bid Attachment 'G' - Tender Price Breakdown

(Note: all sheets form part of the tender)

Field Works

ITEM	DESCRIPTION	QUANTITY	SUM
1.	Supply of Pipework and fittings (attach itemized Bill of Materials Sheet).	Lump Sum	
2.	Excavation of trenching	Lump Sum	
3.	Traffic Control	Lump Sum	
4.	Installation of pipework	Lump Sum	
5.	Backfill pipeline and reinstatement	Lump Sum	
6.	2" dia. pipe connections	Lump Sum	
7.	Hydrostatic Testing	Lump Sum	
8.	<p>Contractor specified items: Any elements of work or expenditure not covered elsewhere in the Tender Price Analysis and are necessary in the execution of this work.</p> <p>Bidder to itemise:</p>	Lump Sum	
TOTAL TENDER SUM FOR WATERMAIN WORKS		Lump Sum	
Number of sheets, appended by the bidder to this Form (If nil, enter NIL).			
SIGNED ON BEHALF OF BIDDER:			



Bid Attachment 'H' - Labour and Mark-Up Rates
 (Note: all sheets form part of the tender)

Labour & Equipment Rates for Works

ITEM	DESCRIPTION	QUANTITY	RATE
1.	Foreman/Site Supervisor	Hourly Rate	
2.	Pipe Fitter	Hourly Rate	
3.	Labour	Hourly Rate	
4.	Excavator/Trenching Machine (as required by contractor)	Hourly Rate	
5.	Excavation of Hard Rock (contractor to state machine Size)	Hourly Rate	
6.	Traffic Control	Daily Rate	
7.	Road Reinstatement	Per sq. ft.	
8.	Trucking	Hourly Rate	
8.	Contractor specified items: Additional Day Work Rates for Labour, Materials or Equipment necessary for the execution of this work. See FIDIC Clause 13.6		

Mark-Up Rates for WATER MAIN Works

ITEM	DESCRIPTION	RATE (%)
1.	Overhead and Mark-Up (own work)	
2.	Mark-Up (Sub-Contracted labour and materials)	

END OF TENDER FORMS



Aeolia Drive Devonshire Water Main Replacement Exhibit 'A': Tender Evaluation Matrix

A. TECHNICAL / MANAGERIAL COMPETENCE EVALUATION SECTION:

Technical Competence of Consultant's Team / Organisation	Score / 10	Weighting	Weighted Score
Rank the availability of competent and qualified personnel and other resources available to perform Services in the required timeframe, including the qualifications and past performance of assigned staff on similar assignments	/10	1.0	/10
Rank contractor's Corporate Background and performance on similar projects	/10	1.0	/10
Contractor's attendance of pre bid site meeting	/10	1.0	/10
Technical / Managerial Score:			/30

C. FINANCIAL - PRICES AND RATES:

FINANCIAL EVALUATION	Score / 10	Weighting	Weighted Score
Tender price (include all costs)	/10	4.0	/40
The bidder is in a stable Financial Position	/10	1.0	/10
The Bidder has no outstanding Government debt	/10	1.0	/10
Prices and Rates Score:			/60

D. SOCIAL:

SOCIAL, ENVIRONMENT AND ECONOMIC	Score / 10	Weighting	Weighted Score
Percentage of Workforce that are Bermudian	/10	.5	/5
Does the bidder offer evidence of training positions or be willing to offer them	/10	.5	/5
Prices and Rates Score:			/10

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

A. A. Technical/Managerial Competence Evaluation Criteria

Components to be evaluated include:

- i. Availability of competent and qualified personnel and other resources to perform the Services;
- ii. qualifications and past performance of assigned staff for similar assignments;
- iii. the Contractor's Corporate Background and performance on similar projects;
- iv. proposed quality management plan for the project;
- v. Business integrity management system; and

B. Financial and Cost Evaluation.

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 technical / managerial 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.**



Department of Works and Engineering

**WATER MAIN REPLACEMENT
Aeolia Drive Devonshire
Exhibit 'B': Sample Contract Documents**

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AGREEMENT

The Employer is Government of Bermuda, 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
1	General Provisions	
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) Bid Attachment A - Form of Tender	
	(d) Bid Attachment C – Agreement Acknowledgement	
	(e) Bid Attachment G – Tender Price Breakdown	
	(f) Bid Attachment H – Labour and Mark-up Rates	
	(g) Bid Attachment F – Certificate of Confirmation of Non-Collusion	
	(h)Addenda	
	(i)Particular Conditions	
	(j) General Conditions	
	(k) Drawings & Specifications	
1.1.9.....	Time for Completion	weeks
1.4	Law of the Contract	Laws of Bermuda
1.5	Language	English
2	The Employer	
2.1	Provision of Site	On the Commencement Date.
3	Employer’s Representatives	
3.1	Authorised Person	Chief Engineer
3.2	Name and address of Employer's representative (if known)	Not applicable
4	The Contractor	
4.4	Performance Security (if any):	
4.4	Amount	
4.4	Form	



Sub-Clause	Item	Data
7	Time for Completion	
7.2	Time for submission	Within 14 days of the Commencement Date
7.2	Form of programme	Microsoft Project – Electronic format
7.4	Amount payable due to failure to complete	\$ 150 per day up to a maximum of 10% of sum stated in the
9	Defects Liability	
9.1& 11.5	Period for notifying defects	365 days calculated from the date stated in the notice under Sub-Clause 8.2
10	Variations and Claims	
10.2	Day work rates	Bid Attachment H – Labour and Mark – Up Rates .
11	Contract Price and Payment	
11.1	Lump sum price	Bid Attachment A – Form of Tender
11.2	Percentage of value of Materials and Plant	Materials 80% Plant 90%
11.3	Percentage of retention	10%
11.8	Rate of interest	0.5% per annum
11.7	Currency of payment	Bermuda Dollars
14	Insurance	
14.1	The Works, Materials, Plant and fees	The sum stated in the Agreement plus 15%
14.2	Contractor’s Equipment	Full replacement cost
14.3	Third party injury to persons and damage to property	\$ 1,000,000.00
14.4	Workers	\$ 1,000,000.00
	Other Cover	
	Exclusions	
15	Claims Disputes and Arbitration	
15.3	Rules	Bermuda Arbitration Act 1986



Sub-Clause	Item	Data
15.3	Appointing authority	In accordance with the Bermuda Arbitration Act 1986
15.3	Place of Arbitration	Bermuda



CONDITIONS OF CONTRACT

1.0 Plant and Design Build Contract - GENERAL CONDITIONS

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 Contract - PARTICULAR CONDITIONS

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

4The Contractor

Add the following Sub-Clauses:

4.5

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.

4.6

Electricity Water & 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.

The Contractor shall carry out the Works so that there is the minimum of interruption to the supply of water, telephone, 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 Engineer or competent Authority

4.7

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.

4.8

Damage to Persons & 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 Engineer or the Engineer's Representative. The Contractor shall also report such incident to the appropriate Authority whenever such report is required by Law.

4.9

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.



4.10

Facilities for Staff & 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 to the requirements of the Department of Health.

4.11

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.

4.12

Alcoholic Liquor & 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.

4.13

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.

4.14

Festivals & 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.

4.15

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.

15 Resolution of Disputes and Arbitration

Delete Sub-Clauses 15.1 in its entirety and replace with the following:

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.



B. Additional Clauses to be added to the GENERAL CONDITIONS

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

**Details to be
Confidential**

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.

24.0

**Rights and Remedies
Not Waived**

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.

END OF CONTRACT DOCUMENTS



GOVERNMENT OF BERMUDA

Ministry of Public Works

Department of Works and Engineering

Water Main Replacement Aeolia Drive, Devonshire

Exhibit 'C': Specifications



GOVERNMENT OF BERMUDA

Ministry of Public Works

Department of Works and Engineering

**Water Main Replacement
Aeolia Drive, Devonshire**

Exhibit 'D': Drawings