



Date: June 20, 2017

Dear Tenderers

INVITATION TO TENDER FOR BARRY ROAD & COOT POND ROAD REALIGNMENT

The Government of Bermuda, through the Ministry of Public Works (hereafter is known as “Ministry”) is soliciting tenders from contractors for the construction of realignment of Barry Road and Coot Pond Road, inclusive sidewalk, drainage, utilities & street lights and ancillary works in accordance with the document herein.

You are invited in conjunction with others to submit a sealed tender in accordance with the accompanying Tender documents for the above mentioned work; we hereby enclose the following documents on which your bid should be based:

- Letter of Invitation
- Notice of Intent to Respond
- Instruction to Tenderers
- Form of Tender and the Appendices to the form of Tender
 - Acknowledgment Letter of Standard Form of Agreement
 - Tenderer’s Experience and Capability Form
 - Tenderer’s Details
 - Profile Information Form
 - Certificate of Confirmation of Non-Collusion
 - Bill of Quantities
 - Day works schedule & General Summary
- Schedule A
 - FIDIC Conditions of Contract for Construction General Conditions
 - FIDIC Conditions of Contract for Construction Particular Conditions
- Schedule B
 - Description of Work
 - Specifications
 - Preambles to Bill of Quantities
- Drawings No. 90052/1

It is the Tenderer’s responsibility to read the entire Tender Package and to comply with all requirements herein. Tender documents along with any addenda are to be downloaded from the Government Portal at <https://www.gov.bm/procurement-notice>

Key dates

Action	Date
Tender Issue date	06/20/2017
Mandatory Site Visit	06/23/2017 at 3:00 p.m.
Notice of Intent to Respond (emailed)	06/27/2017 no later than 4:00 p.m.
Clarifications of Tender dead line	06/28/2017
Tender Closing and time	3:00 p.m. July 3 rd , 2017
Project Tentative Schedule Dates	Commence Monday July 10 th , 2017 and complete by Thursday, August 31 st , 2017 (subject to Award of Contract)



Site Visit

A site visit is mandatory and shall be scheduled for the Friday, June 23rd, 2017 at 3:00 p.m. on site. The cost of a site visit shall be borne by the Tenderer. Contact person for the site visit will be Tina Beer-Searle, tnsearle@gov.bm.

Notice of Intent to Bid

Interested tenderers shall submit notice of their intent to bid by email. Please indicate in the subject line "Notice of Intent - RFT Barry Road and Coot Pond Road Re-alignment Construction" and sent the email to tnsearle@gov.bm no later than 4:00 p.m. on June 27th, 2017.

Single Point of Contact: Enquires

All communication must be in writing and directed to Tina Beer-Searle by email at tnsearle@gov.bm. Please indicate in the subject Line "Enquiry RFT Barry Road and Coot Pond Road Re-alignment" and in the body of the email reference the section of the RFT in question.

Tender Return Submittal

Please submit your tender in a sealed envelope marked Tender for "Barry Road & Coot Pond Road Realignment, St. Georges" and bearing the name of the tenderer, to the Tender Box at the Ministry of Public Works, located on the 3rd floor of the General Post Office Building, 56 Church Street, Hamilton by 3:00 p.m. on Friday 3rd, July 2017.

NOTE: Late Tenders or packages not found within the Tender Box will not be accepted nor considered.

Regards,

Mr. Peter Havlicek
Principal Highway's Engineer



Barry Road & Coot Pond Road Realignment, St. Georges

NOTICE OF INTENT TO RESPOND

Note: Receipt of this completed form will assist the Government of Bermuda in calling for future bids. Please complete and submit this form by email no later than **4:00 p.m. 27th June 2017** to tnsearle@gov.bm

I intend to respond Yes () No ()

If No Please check appropriate box(es) below

A Tender is not being submitted for the following reason(s):

- | | |
|---|---|
| <input type="checkbox"/> We do not provide the required services. | <input type="checkbox"/> Insufficient time to prepare quote/tender. |
| <input type="checkbox"/> Specifications are not sufficiently defined. | <input type="checkbox"/> We are unable to competitively quote/tender at this time. |
| <input type="checkbox"/> Insufficient information to prepare proposal. | <input type="checkbox"/> We do not have resources to handle this requirement. |
| <input type="checkbox"/> Cannot meet delivery requirements. | <input type="checkbox"/> Licensing restrictions (please explain). |
| <input type="checkbox"/> Cannot quote/tender a firm price at this time. | <input type="checkbox"/> Other reasons or additional comments (please explain below). |

I/We wish to quote/tender on similar goods/services in the future <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized Company Official – Signature and Title	Date
This space for Government of Bermuda Comments	Name of Legal Entity	
	Address	
	City	
	Parish/Province/State Postal/Zip Code	
	Telephone Number	
	Email Address	



GOVERNMENT OF BERMUDA
Ministry of Public Works
Department of Works and
Engineering

Barry Road Realignment
Instructions to Tenderers
4
Project No. HW90052

INSTRUCTIONS TO TENDERERS

Request for Tender

For

BARRY ROAD & COOT POND ROAD REALIGNMENT ST. GEORGES

Project No. **HW 90052**

Issue Date: **Tuesday 20th June 2017**
Closing Date: **3:00 p.m. on Monday 3rd July 2017**



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1 GENERAL

1.1 Public Access to Information

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 Submission Date Deadline

1. The tender submissions must be delivered in a sealed envelope and clearly marked **Barry Road & Coot Pond Realignment, St Georges** and placed in the tender box in the reception area of the Ministry of Public Works, located on the 3rd Floor, 56 Church Street, Hamilton, no later than 3:00 p.m. AST, on **Monday 3rd July 2017**
2. It is the responsibility of each tenderer to ensure that its tender is received before the closing time and date.
3. **Late submissions will not be accepted nor considered. Tenders received later than this time or not found within the Tender Box will not be considered.**
4. Tenders shall be submitted on the Form of Tender provided in this Tender Package and sealed in the envelope provided.

IMPORTANT

TENDERS MUST BE PLACED IN THE TENDER BOX IN THE RECEPTION AREA OF THE MINISTRY OF PUBLIC WORKS, LOCATED AT 3RD FLOOR, GENERAL POST OFFICE BUILDING, 56 CHURCH STREET, HAMILTON, BERMUDA NO LATER THAN THE TIME AND DATE SPECIFIED ABOVE.

1.3 Brief Description of Works

The following brief description of the works shall be read in conjunction with all other Tender Documents. This Brief Description is not an exhaustive description of the works nor the manner or sequence in which works are to be carried out for the construction of the realignment of Barry Road and Coot Pond Road, inclusive sidewalk, drainage, utilities & street lights and ancillary works in accordance with the document herein.

1. The works are to be constructed on Government Land and private land, owners of the Beach House at Blackbeards. The successful Tenderer will be required to keep the landowner informed regarding access and any proposed temporary storage of building materials and excavated material.
2. Completion of the contract works will enable an alternative vehicular and pedestrian access to the Fort St. Catherine, Restaurant "The Beach House at Blackbeard's" and the public beach. Tenderers should note that the Ministry of Public Works will be responsible for the asphaltting, road marking and placement of signage on the roadway as shown on the Drawing 90052/1 that is not part of the contract works.



3. The works comprises of excavation into rockcliff, filling and grade preparation of roadway up to subbase and backfill slopes, preparation of utility trenching to install duct underneath roadway, installation of storm drain mainline & drainage structures inclusive boreholes, construction of sidewalk and kerbing along the new alignment, installation of new street light fixtures and grading for a temporary beach parking area.

1.4 Eligibility and Qualification Requirements

1. This invitation to tender is only open to those who meet the criteria described herein.
2. The tenderer and any specialist sub-contractors must meet these requirements, specified herein, in order to be considered as eligible Tenderers for the project. Tenderer's sub-contractors and teams, which fail to meet with the requirements specified herein as to qualifications, will not qualify for this project, and their tenders will not be accepted.
 - i. Of contracting services to construct utility buildings and install services.
 - ii. 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:
 - iii. Tenderer's Project Manager: 5 years of experience in building construction and associated mechanical works
 - iv. The Tenderer shall submit with his completed tender all appropriate documentation in order to demonstrate the necessary experience and expertise as noted. 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.
 - v. In addition the tenderer shall provide a reference from a bank or other financial institution confirming the Tenderer's capacity to provide the necessary financial resources to complete the works in accordance with the contract and schedule.
3. Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements:
 - i. The Tender, and in the case of a successful Tenderer, the Form of Agreement shall be signed so as to be legally binding on all partners;
 - ii. One of the partners shall be nominated as being in charge; and this authorisation shall be evidenced by submitting a power of attorney signed by legally authorised signatories of all the partners;
 - iii. The partner in charge shall be authorised to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture, and the entire execution of the Contract including payment shall be done exclusively with the partner in charge;
 - iv. 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 above as well as in the Form of Tender and the Form of Agreement (in the case of a successful Tenderer); and
 - v. A copy of the Agreement entered into by the joint venture partners shall be



submitted with the Tender.

1.5 Cost of Tendering

1. The Tenderer shall bear all costs associated with the preparation and submission of his Tender and the Government of Bermuda, Ministry of Public Works, 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 Tenderers 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 mandatory site visit for all Tenderers has been arranged for **Friday 23rd June 2017 at 3:00 p.m.**
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 Tenderer may schedule additional site visits for further investigations by contacting the Project Manager.
4. The Tenderers 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 Tenderers. 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 Tenderers by posting an addendum on the Government portal
7. The Tenderer shall be deemed to have satisfied themselves as to the form and nature of the site, the quantities and nature of the Work and materials necessary for the completion of the 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. 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 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. 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.
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 tenderer to examine the site and make proper allowances for the conditions to be encountered.

1.7 Site Inspections and Tender information

1. The Tenderer shall be deemed to have satisfied themselves as to the form and nature of the site,



the quantities and nature of the Service and materials necessary for the completion of the Service, 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. Tenderers shall make their own assessment of existing facilities, conditions and difficulties which will attend the execution of the service called for by the proposed 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 Service and by such other means as they choose as to actual conditions and requirements, and as to the quantities required.
3. 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.
4. No after claim will be allowed or considered for any work that may be required for the proper execution and completion of the service, due to failure by the Tenderer to examine the site and make proper allowances for the conditions to be encountered.

2 TENDER DOCUMENTS

2.1 Content of the Tender Documents

- Notice of Intent to Respond
- Instructions to Tenderers
- Form of Tender and the Appendices to the form of Tender
 - Acknowledgment Letter of Standard Form of Agreement
 - Tenderer's Experience and Capability Form
 - Tenderer's Details
 - Profile Information Form
 - Certificate of Confirmation of Non-Collusion
 - Bill of Quantities
 - Day works schedule & General Summary
- Schedule A
 - FIDIC Conditions of Contract for Construction General Conditions
 - FIDIC Conditions of Contract for Construction Particular Conditions
 -
 - Sample Copy of the Conditions of Contract
 - General Conditions & Particular Conditions
- Schedule B
 - Description of Work
 - Specifications
 - Preambles to Bill of Quantities
- Drawings No. 90052/1.

2.2 Clarification of Tender Documents

1. A prospective Tenderer requiring any clarification of the Tender documents may notify the



Ministry in writing, by email Tina Beer-Searle at tnsearle@gov.bm. The Ministry will respond in writing by email to any request for clarification which they receive earlier than **Wednesday 28th June 2017** prior to the deadline for the submission of Tenders.

2. Written copies of the Ministry's response, where necessary (including a description of the inquiry but without identifying its source), will be posted on the Government Portal at <https://www.gov.bm/procurement-notice> as an addendum. Tenderers are encouraged to check the Government portal on a regular basis.

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 its own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender documents by the issuance of an Addendum.
2. The Addendum will be sent in writing by email to all prospective Tenderers who have collected the Tender documents from the Ministry and will be binding upon them. Prospective Tenderers shall promptly acknowledge receipt thereof by email to the above.
3. In order to afford prospective Tenderers reasonable time in which to take an Addendum into account in preparing their Tenders, the Ministry may, at their discretion, extend the deadline for the submission of Tenders in accordance with Clause 4.2.

3 PREPARATION OF TENDERS

3.1 Language of the Tender

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

3.2 Documents Comprising the Tender Response

1. The Tender to be prepared by the Tenderer shall contain the following:
 - Notice of Intent to Respond
 - Form of Tender and the Appendices to the form of Tender
 - Acknowledgment Letter of Standard Form of Agreement
 - Tenderer's Experience and Capability Form
 - Tenderer's Details
 - Profile Information Form
 - Certificate of Confirmation of Non-Collusion
 - Bill of Quantities
 - Day works schedule & General Summary

The above forms shall be used without exception. One copy of the above is to be returned by the Tenderer.



3.3 Tenderer's Schedule

1. Tenderers are advised that in order to comply with the tendering procedure for this Contract, Tenderers shall include with their completed tenders a statement of the length of time required to complete the Works. The Ministry may request a complete detailed schedule for completion of the works after the submission of tenders in order to fully evaluate the tenders. Failure to provide a schedule within seven (7) working days may result in the tender being rejected.
2. The schedule shall be in the form of a bar chart in electronic format (e.g. Microsoft Project) and will be fully detailed to include all construction activities from commencement to completion of the project. All critical path construction activities will be identified. The key milestones in the construction process will also be identified.
3. Tenderers are to specify their most cost effective completion date.
4. The Tenderer shall make every effort to complete the Works by the stipulated completion date, and shall adjust his schedule of activities accordingly.
5. The Tenderer shall pay extra costs to complete the work on schedule, which may be incurred because of: increasing the labour force; increasing working hours either by overtime or by using shifts; using more equipment and machinery; or any other procedure which must be used.
6. Include in tender for any overtime or abnormal shift required to complete the project. Allow for extra care to minimize disruptions to the operation.

3.4 Tender Prices

1. The Tenderer shall fill in all items of the Bill of Quantities and the Daywork Schedule described in the Form of Tender. Items against which no price is entered by the Tenderer will not be paid for by the Ministry when executed and shall be deemed covered by the other prices in the Form of Tender.
2. Unless stated otherwise in the Tender documents, the Contract shall be for the whole Services as detailed in the tender documents and based on the completed Form of Tender sums as submitted by the Tenderer
3. All duties, taxes and other levies payable by the Ministry 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.

3.5 Currencies of Tender

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

3.6 Tender Validity

1. Tenders shall remain valid and open for a period of **60 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 Tenderer for a specified Extension in the period of Validity. The request and the



responses thereto shall be made in writing by email or by facsimile. A Tenderer may refuse the request and withdraw his Tender. A Tenderer agreeing to the request will not be required nor permitted to modify his Tender.

3.7 Format and Signing of Tenders

1. The Tenderer shall prepare one original set of the documents comprising the Tender as described in these Instructions to Tenderers.
2. The Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to bind the Tenderer to the Contract. All pages of the Tender where entries or amendments have been made shall be initialled by the person or persons signing the Tender.
3. The complete Tender shall be without alterations, interlineations or erasures, except those to accord with instructions issued by the Ministry, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled by the person or persons signing the Tender.
4. Only one Tender may be submitted by each Tenderer. No Tenderer may participate in the Tender of another for the same Contract in any relation whatsoever.
5. Any required information that is omitted or illegible, any alteration to the text, or any conditions added, may cause the tender to be declared invalid and rejected.

4 SUBMISSION OF TENDERS

4.1 Sealing and Marking of Tenders

1. The Tenderer shall submit the proposals in a single envelope.
2. The sealed and clearly marked envelope shall:

Be addressed to:
Ministry of Public Works
General Post Office Building
3rd Floor, 56 Church Street
Hamilton HM CX
Bermuda
Attention Tina –Beer-Searle

3. Bear the following identification:
 - I. Tender for **“Barry Road & Coot Pond Road Realignment St Georges”**
 - II. The words **“DO NOT OPEN BEFORE 3:00 p.m. AST on 3rd of July 2017”**
 - III. 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.
 - IV. Each copy of the Tender shall be deposited in the Tender Box located at the office indicated in Sub-Clause 4.1.2 above.
 - V. If the envelope is not sealed and marked as instructed above, the Ministry 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 Tenderer notified.

4.2 Deadline for Submission of Tenders

1. Tenders must be received by the Ministry no later than 3:00 p.m. on Monday 3rd July 2017.
2. The Ministry may, at its 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 Tenderers previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

4.3 Late Tenders

1. Any Tender received by the Ministry after the deadline for submission of Tenders prescribed by the Ministry, in accordance with Clause 4.2 will not be accepted nor considered.

4.4 Modifications and Withdrawal of Tenders

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

5 TENDER OPENING AND EVALUATION

5.1 Tender Opening

1. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 4.4 shall not be opened. The Government will examine Tenders to determine whether they are complete, whether the documents have been properly furnished and signed and whether the Tenders are generally in order.
2. The tender opening
3. The tender opening will be recorded with the Tenderers' names and tender prices.

5.2 Process to be Confidential

1. Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations concerning the award of contract shall not be disclosed to Tenderers or other persons not officially concerned with such process.
2. Any effort by a Tenderer 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 Tender.



5.3 Clarification of Tenders

1. To assist in the examination, evaluation and comparison of Tenders, Ministry of Public Works may ask Tenderers individually for clarification of their Tenders. The request for clarification and the response shall be in writing or by email, 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 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 rights or the Tenderer's obligations under the Contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.
3. If the Tender is not substantially responsive to the requirements of the Tender documents, the Government reserves the right to request further information to make the Tender fully responsive.

5.6 Correction of Errors

1. Tenders determined to be substantially responsive will be checked by the Ministry for any arithmetic errors in computation and summations. Errors will be corrected by the Ministry as follows:
 - I. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
 - II. 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.
 - III. 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 Tenderer,



shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount of the Tender, the Tender will be rejected.

5.7 Evaluation

1. The Ministry will evaluate and compare only Tenders determined to be substantially responsive to the requirements of the Tendering documents.
2. In evaluating Tenders, the Ministry will determine for each Tender, the Evaluated Tender Price, by adjusting the Tender Price as follows:
 - I. Making any correction for errors.
 - II. Making an appropriate adjustment for any acceptable quantifiable variations, deviations or alternative offers not reflected in the Tender Price or in the above-mentioned other adjustments.
3. To assist with the evaluation process, tenderers must provide the following information:-
 - I. A statement regarding their commitment to employment of Bermudians. It is the intention of the Government to support the employment and training of Bermudians. Attached are a standard company employment and training profile form and a company profile summary form. Both forms **must** be completed in full and returned with the tender documents. Provide a list of your company's principals on the provided form and company details.
 - II. Details of up to three projects completed by your company which are similar to the works described.
 - III. Indicated whether your company has a Health and Safety policy and if so provide a copy. Also indicate the number of incidents that have occurred within the last five years where an employee has been injured on the job, if any. Please also indicate how much time such employees were off work because of the sustained injury (ies).
 - IV. Provide three (3) references from prior clients. These may be in the form of written letters from the clients or contact information.
 - V. The proposed methodology with particular references to the work schedule, list of resources to be used both plant and labour (including subcontractors) and anticipated traffic management measures.
 - VI. Provide a reference from your banking institution as to your standing with the bank. Please also indicate whether your company has filed for bankruptcy within the last two years or whether your company is currently insolvent.
 - VII. Proof of company payroll status and social insurance status and numbers.
 - VIII. Indicate whether your company provides apprenticeships/training positions. If no apprenticeship or training positions exist, indicate whether your company provides training to current employees.
 - IX. Indicate the total number of employees working at your company and the number and percentage of Bermudian employees.
 - X. Indicate whether your company has an environmental policy and, if so, please provide a copy.



- XI. Indicate whether your company has a Safety and Health policy and, if so, please provide a copy.
- XII. Indicate whether your company or its principals have participated in any business skills training either with the Bermuda Economic Development Corporation or otherwise.
- XIII.A Certificate of Confirmation of Non-Collusion: The Certificate of Confirmation of Non-Collusion form must be signed and returned with tenderer's response.
4. Final selection of a Tenderer will be determined following review of all work proposals, cost proposals and/or formal oral presentations. Tender price alone will not be the sole determining factor in the selection of the Tenderer for this work. The Ministry will consider the tender costs for all items identified herein together with the Tenderer's qualifications, and understanding of the scope of work to form the basis for its decision on who will be selected. The tender assessment will take into consideration the submitted proposal documentation inclusive of the tendered prices; prior experience, the proposed methodology; and the proposed safety and health plan to carry out the services.
5. The Ministry reserves the right to reject any or all tenders and to determine which tender is, in the Ministry's judgment, the most responsive. 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.
6. The Ministry may at its sole option ask for interviews or oral presentations by any Tenderer(s) participating in this process (creation of a short list). Attendance at any such interviews will be at the Tenderer's expense.

5.8 Comparison of Tenders

1. Tenders will be evaluated to determine the best value offered to the Government of Bermuda based on the following criteria:
- I. Phase 1 - Proposal Responsiveness - Pass/Fail
- Required documentation: Tender will be reviewed to determine if all required documentation was included with proposal submittal as described in this ITT.
 - Each tender will be reviewed by an evaluation committee to determine if it meets the tender requirements. Failure to meet the requirements for the ITT may be cause for rejection of the tender.
- II. Phase 2 – Final Review and Evaluation
- Tenders will be evaluated and scored in accordance with the table below using weighted scoring. At the conclusion of evaluation all scores will be added and the tenderers ranked. Prior to expiration of the period of tender validity and subject to the value of the Tender/Bid values,
 - The Ministry shall submit a recommendation as required for the award of the contract to the qualified tenderer with the highest total score based on the evaluation method indicated. And this may not be the lowest tenderer.
 - The Ministry may seek written clarification from any or all prospective



contractors in order to better understand and evaluates the tender

- Evaluation Criteria matrix.

ITEM	CRITERIA	WEIGHTING	e.g. Submission Requirements
1	Experience & Capability:		
1.1	Does the Tenderer clearly demonstrate the ability to deliver the requirements of the tender?	7.5%	Current capability how the Tenderer has responded to information required in the tender
1.2	Evidence of prior experience.	12.5%	Details of three projects that have been submitted
1.3	Has the Tenderer submitted a fully thought out Work Methodology that demonstrates that work can be completed in the timescale	12.5%	Comprehensive well thought out methodology including proposed schedule, proposed equipment, amount of labour to be used including subcontractors, proposed access routing for carrying out the work
1.4	Does the Tenderer state that they have sufficient suitable experienced resources available	7.5%	Key staff to be used on the job
1.5	Does the Tenderer have a good track record in Health and Safety and has submitted a comprehensive Health and Safety Plan	5%	Company Health and safety plan including welfare facilities. Details of any serious injuries.
1.6	Were the Tenderers references positive about their experience of working with the contractor? Has the Tenderer got a good track record working with Government	5%	
1T	Total Score - Section 1	50%	
2	Financial Analysis		
2.1	Tender price (include all costs)	30%	Form of Tender
2.3	The Tenderer has no significant outstanding Government debt	10%	Gov't Departments Financial Reference Checks
2T	Total Score - Section 2	40%	
3	Social, Environmental & Economic score		
3.1	Percentage of workforce that are Bermudian	5%	
3.2	Does the Tenderer offer evidence of providing apprenticeships / training positions	2.5%	
3.3	Does the Tenderer have an environmental policy in place	2.5%	
3T	Total Score Section 3	10%	
	Total Score –Section 1, 2, and 3	100%	

6 Award of Contact

6.1 Award Criteria

1. Subject to 5.6, The Ministry will award the Contract to the Tenderer whose Tender has been determined under clause 5.5 to be substantially responsive to the Tendering documents and who, in the opinion of the Ministry, has offered the best overall submission. This may not be the lowest priced tender received.
2. Prior to expiration of the period of the tender validity, the Ministry shall award to the qualified Tenderer with the highest total score based on the evaluation method indicated herein;



3. The Ministry is not bound to accept the lowest priced or any Tender 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.
4. 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.
5. The Conditions of Contract shall comprise the 'General Conditions', which form part of the 'Construction Form of Contract published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC), and the 'Particular Conditions', which include amendments and additions to the General Conditions.
6. **Debtors** The Ministry shall run such searches as are necessary to determine the solvency of Tenderers. The contract shall not be let to any tenderer harboring debt to the Government, Tenderers shall be given the opportunity to settle any such debts during prior to award or to withdraw their tender.

6.2 Notification of Award

1. Prior to the expiration of the period of Tender Validity prescribed in clause 3.6 of these instructions to tenderer the Ministry, the Ministry will notify the successful Tenderer by email 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 Tenderer in consideration of the execution, completion and maintenance of the Works by the Tenderer 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 Tenderers that their Tenders have been unsuccessful.

6.3 Signing of Contract Agreement

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

6.4 Insurance

1. The successful tenderer shall submit evidence, such as a copy of a certificate or a letter from his insurers, confirming that Works and Third Party Insurance has been retained for the amount shown in the Schedule to the Agreement and for the duration of the Works within seven (7) days of award of the Contract and prior to commencement of work at the site.

6.5 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. Alcohol, Smoke and Drug-Free Policy: All Government buildings and work



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sites are designated as alcohol, smoke and drug-free.

2. Please note: The Ministry of Public Works policy includes the provision that no alcohol or prohibited drugs may be consumed on the site or in any vehicle related to the works or service provided. Also, no employee of the Tenderer or sub-Tenderer shall be under the influence of alcohol or drugs whilst at work.

END OF INSTRUCTIONS TO TENDERERS