



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

**Invitation to Tender
For
Royal Bermuda Regiment Washroom Renovation**

Invitation to Tender No.: **2022-005-MPW**

Issued: **Monday January 30, 2023**

Submission Deadline: **Tuesday February 28, 2023 3:00 PM Bermuda local time**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Bidders

This Invitation to Tender (the “ITT”) is an invitation by the Government of Bermuda (the “Government”) to prospective bidders to submit bids for **Royal Bermuda Regiment Washroom Renovation**, as further described in Section A of the ITT Particulars (Appendix D) (the “Deliverables”).

The Government of Bermuda is seeking bids from suitably qualified and experienced contractors to carry out internal washroom renovations/alterations to building 0252 located at Warwick Camp for the Bermuda Royal Regiment.

The General Contractor shall supply all adequate and competent labor, supervision, tools, and equipment, installed and consumable materials, and every item of expense necessary to complete the construction project.

1.2 ITT Contact

For the purposes of this procurement process, the “ITT Contact” will be:

Mr. Stephen Squire at email ssquire@gov.bm

Bidders and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Government, other than the ITT Contact, concerning matters regarding this ITT. Failure to adhere to this rule may result in the disqualification of the bidder and the rejection of the bidder’s bid.

Prior to the Submission Deadline noted in the ITT timetable below, bidders that download this file and intend to respond to this ITT are required to register their interest with the ITT Contact by emailing their company name and contact information to

Mr. Stephen Squire at email ssquire@gov.bm

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Amendment/addenda (If any) will be posted at <https://www.gov.bm/procurement-notices>. Bidders should visit the Government Portal on a regular basis during the procurement process.

1.3 Type of Contract for Deliverables

The selected bidder will be required to enter into an agreement with the Government for the provision of the Deliverables in the Form of Agreement attached as Appendix A to the ITT (the “Agreement”). It is the Government’s intention to enter into the Agreement with only one (1) legal entity.

The term of the Agreement is to be for a period of 1 year, with an option in favour of the Government to extend the Agreement terms and conditions acceptable to the Government and the selected bidder for an additional term of up to N/A

Joint submissions are acceptable however if a joint submission is made, the submission must clearly indicate which party will act as the prime contractor.

1.4 ITT Timetable

1.4.1 Key Dates

Issue Date of ITT	Monday January 30, 2023
Pre-Bid / Site Meeting	Thursday February 02, 2023 10:00 AM
Deadline for Questions	Tuesday February 7, 2023
Deadline for Issuing Addenda	Friday February 10, 2023
Submission Deadline	Tuesday February 28, 2023 3:00 PM
No Public Opening	
Irrevocability Period	90 days
Anticipated Execution Date for Agreement	Friday April 14, 2023

All times listed are in Bermuda local time. The ITT timetable is tentative only and may be changed by the Government at any time. For greater clarity, a business day means all days that the Government is open for business.

1.4.2 Site Visit

A recommended site tour will be held on Thursday February 02, 2023 10:00 AM at Warwick Camp outside the Sergeants' Mess

The site visit will be conducted in order to become familiar with conditions that may affect the proposed work.

The proponent or their official representative must register their presence with the ITT Contact at the meeting

The purpose of the meeting will be to visually review the site conditions and limitations.

Proponents are responsible to have a copy of the ITT documents and for making their own notations during the site visit(s).

Any modification of the ITT documents that may become necessary as a result of the site visit(s) will be made thru an addendum.

1.4.3 Public Opening

N/A

1.5 Submission of Bids

1.5.1 Bids to be Submitted at Prescribed Location

Bids must be submitted to:

Tender Box at the Ministry of Public Works,
Located on the 3rd Floor, General Post Office Building,
56, Church Street, Hamilton, HM12, Bermuda.

E-mail and facsimile submissions are not accepted. However, copies of your proposal may be sent in Adobe PDF format via a USB drive with 3 hard copy submittal.

1.5.2 Bids to be Submitted on Time

Bids must be submitted at the location set out above on or before the Submission Deadline. Bids submitted after the Submission Deadline will be rejected. Onus and responsibility rest solely with the bidder to deliver its bid to the exact location (including floor, if applicable) indicated in the ITT on or before the Submission Deadline. The Government does not accept any responsibility for submissions delivered to any other location by the bidder or its delivery agents. Bidders are advised to make submissions well before the deadline. Bidders making submissions near the deadline do so at their own risk.

1.5.3 Bids to be Submitted in Prescribed Format

Bidders must submit 3 original signed copies and one (1) electronic copy (e-copy) in Adobe PDF format. If both a hard copy and an e-copy of a bid are submitted and there is a conflict or inconsistency between the hard copy and the e-copy of the bid, the hard copy of the bid will prevail.

The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the bidder. This authorization shall consist of a written authorisation and shall be attached to the Submission Form included in (Appendix B). The name and position held by each person signing the authorization must be typed or printed below the signature. An Electronic Record of Signature will be accepted in the submission only in accordance with the requirements laid out in the *Electronic Transactions Act 1999*. Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

Bids should be submitted in a sealed package and prominently marked as follows: with the ITT title and number (see ITT cover page) and will not be opened until Tuesday February 28, 2023 3:00 PM. The full legal name and return address of the bidder should be marked on the package as well.

1.5.4 Amendment of Bids

Bidders may amend their bids prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the ITT title and number and the full legal name and return address of the bidder to the location set out above. Any amendment should clearly indicate which part of the bid the amendment is intended to amend or replace.

1.5.5 Withdrawal of Bids

Bidders may withdraw their bids prior to the Submission Deadline. To withdraw a bid, a notice of withdrawal must be sent to the ITT Contact prior to the Submission Deadline and must be signed by an authorized representative of the bidder. The Government is under no obligation to return withdrawn bids.

1.5.6 Bids Irrevocable after Submission Deadline

Bids shall be irrevocable for a period of 90 days running from the moment that the Submission Deadline passes.

[End of Part 1]

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

The Government will conduct the evaluation of bids in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which bids comply with all of the mandatory submission requirements. Bids that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of the Government, be disqualified and not evaluated further. The mandatory submission requirements are listed in Section C of the ITT Particulars (Appendix D).

2.2.1 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the ITT, a bidder may not make any changes to any of the forms. Any bid containing any such changes, whether on the face of the form or elsewhere in the bid, may be disqualified.

2.3 Stage II – Mandatory Technical Requirements

Stage II will consist of a review to determine which bids comply with all of the mandatory technical requirements. Bids that do not comply with all of the mandatory technical requirements as of the Submission Deadline will, subject to the express and implied rights of the Government, be rejected. The mandatory technical requirements are listed in Section D of the ITT Particulars (Appendix D).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of each compliant bid in accordance with the evaluation method set out in Pricing (Appendix C). The evaluation of the price will be undertaken after the evaluation of mandatory requirements has been completed.

2.5 Selection of Lowest Compliant Bidder

Subject to the Government's reserved rights, the compliant bidder with the lowest pricing will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the selected bidder will be determined by way of a coin toss.

2.6 Notice to Bidder and Execution of Agreement

Notice of selection by the Government to the selected bidder shall be in writing. The selected bidder shall execute the Agreement in the form attached as Appendix A to this ITT and satisfy any other applicable conditions of this ITT, including the pre-conditions of award listed in Section E of the ITT Particulars (Appendix D), within fifteen (15) days of notice of selection. This provision is solely for the benefit of the Government and may be waived by the Government.

2.7 Failure to Enter into Agreement

In addition to all other remedies available to the Government, if a selected bidder fails to execute the Agreement or satisfy any applicable conditions within fifteen (15) days of notice of selection, or other length of time as mutually agreed in writing the Government may, without incurring any liability, withdraw the selection of that bidder and proceed with the selection of another bidder.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE ITT PROCESS

3.1 General Information and Instructions

3.1.1 Bidders to Follow Instructions

Bidders should structure their bids in accordance with the instructions in this ITT. Where information is requested in this ITT, any response made in a bid should reference the applicable section numbers of this ITT.

3.1.2 Bids in English

All bids must be written in the English language only.

3.1.3 No Incorporation by Reference

The entire content of the bidder's bid should be submitted in a fixed form, and the content of websites or other external documents referred to in the bidder's bid but not attached will not be considered to form part of its bid.

3.1.4 References and Past Performance

In the evaluation process, the Government may include information provided by the bidder's referees and may also consider the bidder's past performance or conduct on previous contracts with the Government or other institutions.

3.1.5 Information in ITT Only an Estimate

The Government and its advisers make no representation, warranty or guarantee as to the accuracy of the information and empirical data contained in this ITT or issued by way of addenda. Any quantities shown or data contained in this ITT or provided by way of addenda are estimates only, and are for the sole purpose of indicating to bidders the general scale and scope of the Deliverables. It is the bidder's responsibility to obtain all the information necessary to prepare a bid in response to this ITT.

3.1.6 Bidders to Bear Their Own Costs

The bidder will bear all costs associated with or incurred in the preparation and presentation of its bid, including, if applicable, costs incurred for interviews, travel or demonstrations.

3.1.7 Bid to be Retained by the Government

The Government will not return the bid or any accompanying documentation submitted by a bidder.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

The Government makes no guarantee of the value or volume of work to be assigned to the successful bidder. The Agreement will not be an exclusive contract for the provision of the described Deliverables. The Government may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.1.9 Equivalency

When proprietary names, brands, catalogues or reference numbers are specified in the Deliverables, they are intended to set a minimum standard, and preference for any particular material or equipment is not intended. The bidder may offer material or equipment of similar characteristics, type, quality, appearance, finish, method of construction and performance and if doing so must disclose any difference in the characteristics, type, quality, appearance, finish, method of construction or performance of the material or equipment.

3.2 Communication after Issuance of ITT

3.2.1 Bidders to Review ITT

Bidders shall promptly examine all of the documents comprising this ITT, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing by email to the ITT Contact on or before the Deadline for Questions. All questions or comments submitted by bidders by email to the ITT Contact shall be deemed to be received once the email has entered into the ITT Contact's email inbox. No such communications are to be directed to anyone other than the ITT Contact, and the Government shall not be responsible for any information provided by or obtained from any source other than the ITT Contact. The Government is under no obligation to provide additional information. It is the responsibility of the bidder to seek clarification from the ITT Contact on any matter it considers to be unclear. The Government shall not be responsible for any misunderstanding on the part of the bidder concerning this ITT or its process.

3.2.2 All New Information to Bidders by Way of Addenda

This ITT may be amended only by addendum in accordance with this section. If the Government, for any reason, determines that it is necessary to provide additional information relating to this ITT, such information will be communicated to all bidders by addenda via the website <https://www.gov.bm/procurement-notice>. Each addendum forms an integral part of this ITT and may contain important information, including significant changes to this ITT. Bidders are responsible for obtaining all addenda issued by the Government. In the Submission Form (Appendix B), bidders should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the Government determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Government may extend the Submission Deadline.

3.2.4 Verify and Clarify

When evaluating bids, the Government may request further information from the bidder or third parties in order to verify or clarify the information provided in the bidder's bid. The information may include, without limitation, clarification with respect to whether a bid meets the mandatory technical requirements set out in Section D of the ITT Particulars (Appendix D). The response

received by the Government shall, if accepted by the Government, form an integral part of the bidder's bid.

3.3 Notification and Debriefing

3.3.1 Notification to Other Bidders

Once the Agreement is executed by the Government and a bidder, the other bidders may be notified directly in writing of the outcome of the procurement process.

3.3.2 Debriefing

Bidders may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the ITT Contact and must be made within sixty (60) days of such notification.

3.3.3 Procurement Protest Procedure

If a bidder wishes to challenge the ITT process, it should provide written notice to the ITT Contact in accordance with the Government's Complaints and Disputes Procedures. The notice must provide detailed explanation of the bidder's concern with the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this ITT, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the ITT process, the bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Government in the preparation of its bid that is not available to other bidders, (ii) communicating with any person with a view to influencing preferred treatment in the ITT process (including but not limited to the lobbying of decision makers involved in the ITT process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive ITT process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations contemplated under a contract for the Deliverables, the bidder's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The Government may disqualify a bidder for any conduct, situation or circumstances, determined by the Government, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.4.3 Disqualification for Prohibited Conduct

The Government may disqualify a bidder, rescind a notification of selection or terminate a contract subsequently entered into if the Government determines that the bidder has engaged in any conduct prohibited by this ITT.

3.4.4 Prohibited Bidder Communications

Bidders must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

3.4.5 Bidder Not to Communicate with Media

Bidders must not at any time directly or indirectly communicate with the media in relation to this ITT or any agreement entered into pursuant to this ITT without first obtaining the written permission of the ITT Contact.

3.4.6 No Lobbying

Bidders shall not in relation to this ITT or the evaluation and selection process, engage directly or indirectly in any form of political action or other activity whatsoever to influence or attempt to influence Parliament, the Government, or to influence or attempt to influence any legislative or regulatory action, in the selection or evaluation of any bidder.

3.4.7 Illegal or Unethical Conduct

The bidder represents, warrants, and covenants that, in connection with activities performed under this Agreement or on behalf of the Government, the bidder has not and will not offer, promise, authorise, pay, or act in furtherance of an offer, promise, authorization, or payment of anything of value, directly or indirectly, to a Government Official (as hereinafter defined), political party or party official, candidate for political office, or official of a public international organisation, in order to obtain or retain business, to secure an improper advantage or benefit of any kind or nature to person(s) related, associated or linked to the Government Official, or to secure or influence discretionary action, inaction or a decision of a Government Official(s). For purposes of this proposal, the term "Government Official" shall mean and include any official, public officer or employee of the Government, as well as an official or employee in the judicial, legislative, or military, anyone acting in an official capacity for the Government, or any immediate family member of such persons. The bidder represents, warrants, and covenants that it has complied and will comply with *The Bribery Act 2016* and all other applicable laws of any relevant jurisdiction in connection with the performance of this Agreement. Without limiting the generality of the foregoing, the bidder represents, warrants, and covenants that it has not and will not take any action that would cause the Government or anyone acting on their behalf to violate or be subjected to penalties under *The Bribery Act 2016*, or the applicable anti-corruption laws of other countries.

The bidder acknowledges and agrees that in the event that the Government believes, in good faith, that the bidder has breached this section, the Government shall have the right to immediately withdraw and terminate this opportunity and terminate any or all other agreements with the bidder.

3.4.8 Past Performance or Past Conduct

The Government may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the Government, in its sole and absolute discretion, to have constituted a Conflict of Interest.

3.4.9 No Collusion

Bidders must not engage in any collusion and must sign the certificate as set out in the Certificate of Confirmation of Non-Collusion Appendix E.

3.5 Confidential Information

3.5.1 Confidential Information of the Government

All information provided by or obtained from the Government in any form in connection with this ITT either before or after the issuance of this ITT

- (a) is the sole property of the Government and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this ITT and the performance of the Agreement;
- (c) must not be disclosed without prior written authorization from the Government; and
- (d) must be returned by the bidder to the Government immediately upon the request of the Government.

3.5.2 Confidential Information of Bidder

- (a) A bidder should identify any information in its bid or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Government. The confidentiality of such information will be maintained by the Government, except as otherwise required by the *Public Access to Information Act 2010* ("PATI") or by order of a court or tribunal.
- (b) Bidders are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Government to advise or assist with the ITT process, including the evaluation of bids. If a bidder has any questions about the collection and use of personal information pursuant to this ITT, questions are to be submitted to the ITT Contact.
- (c) The Bidder is responsible to ensure that they comply with the *Personal Information Protection Act 2016* ("PIPA"), related to any information in the bidder's custody, care, or control.

3.6 Reserved Rights and Limitation of Liability

3.6.1 Reserved Rights of the Government

The Government reserves the right to

- (a) make public the names of any or all bidders;
- (b) make changes, including substantial changes, to this ITT provided that those changes are issued by way of addendum in the manner set out in this ITT;
- (c) request written clarification or the submission of supplementary written information in relation to the clarification request from any bidder and incorporate a bidder's response to that request for clarification into the bidder's bid;
- (d) assess a bidder's bid on the basis of: (i) a financial analysis determining the actual cost of the bid when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this ITT, consider any other relevant information that arises during this ITT process;
- (e) waive formalities and accept bids that substantially comply with the requirements of this ITT;
- (f) verify with any bidder or with a third party any information set out in a bid;
- (g) check references other than those provided by any bidder;
- (h) disqualify a bidder, rescind a notice of selection or terminate a contract subsequently entered into if the bidder has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (i) select a bidder other than the bidder whose bid reflects the lowest cost to the Government;
- (j) cancel this ITT process at any stage;
- (k) cancel this ITT process at any stage and issue a new ITT for the same or similar deliverables;
- (l) accept any bid in whole or in part; or
- (m) reject any or all bids;
- (n) enforce indemnity, limitation of liability or other rights that the Government may have;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

3.6.2 Limitation of Liability

By submitting a bid, each bidder agrees that

- (a) neither the Government nor any of its employees, Public officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim loss or expense suffered or incurred by the bidder, arising out of this ITT process including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity to earn money or any other loss suffered or incurred by the bidder or for any other claim; and
- (b) the bidder waives any right or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the bid, loss of profit or loss of opportunity to earn money or any other loss suffered or incurred by the bidder by reason of the Government's decision not to accept the bid submitted by the bidder, to enter into an agreement with any other bidder or to cancel this bidding process, and upon entering into this bidding process, the bidder shall be deemed to have agreed to waive such right or claim.

3.7 Governing Law and Interpretation

These Terms and Conditions of the ITT Process (Part 3)

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the Government; and
- (c) are to be governed by and construed in accordance with the laws of Bermuda applicable therein.

[End of Part 3]

APPENDIX A –FORM OF AGREEMENT

The terms and conditions found in the sample Form of Agreement (Appendix A) are intended to provide advance notice of some of the key contractual provisions that would be contained in the form of contract.

See Annex A - AIA Draft Contract A104-2017 and Draft CCC104-2017 Bermuda Supplementary Conditions

APPENDIX B – SUBMISSION FORM

1. Bidder Information

<p>Please fill out the following form, naming one person to be the bidder's contact for the ITT process and for any clarifications or communication that might be necessary.</p> <p>If the company is incorporated and registered, then a Certificate of Incorporation and a Certificate of Incumbency is required and must be submitted with the Submission Form.</p> <p><u>Declaration of Interest:</u> The bidder shall provide details of its ownership and/or managerial structure upon request from the Government. The bidder shall also provide a statement of whether or not it has any relevant and material interest relevant to the provision of the Goods or Services. Such statement shall be provided at least annually or if there is any change in the interest of the bidder</p>	
Full Legal Company Name of Bidder or Personal/Given Name	
Representative Name (Person with signing authority/titles)	
Street Address:	
City, Province/State, Parish:	
Postal Code:	
Country:	
Phone Number with Area Code:	
Bidder's Social Insurance Number issued by the Government of Bermuda:	
Bidder's Payroll Tax Number issued by the Government of Bermuda:	
Bidder's Registration Number issued by the Bermuda Registrar of Companies (if incorporated)	
Company Website (if any):	
Bidder Contact Name and Title:	
Bidder Contact Phone:	
Bidder Contact Fax:	
Bidder Contact Email:	

2. Offer

The bidder has carefully examined the ITT documents and has a clear and comprehensive knowledge of the Deliverables required under the ITT. By submitting a bid, the bidder agrees and consents to the terms, conditions and provisions of the ITT, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the rates set out in its bid.

3. Rates

The bidder has submitted its rates in accordance with the instructions in the ITT and in Pricing (Appendix C) in particular. The bidder confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

4. Addenda

The bidder is requested to confirm that it has received all addenda by listing the addenda numbers, _____ to _____ (if applicable) issued by the Government, or if no addenda were issued by the Government write the word "None". The onus is on bidders to make any necessary amendments to their bids based on the addenda. The bidder confirms it has read, received and complied with these addenda. Bidders who fail to complete this section will be deemed to have received all posted addenda.

5. No Prohibited Conduct

The bidder declares that it has not engaged in any conduct prohibited by this ITT.

6. Conflict of Interest

Bidders must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the ITT. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the bid; **AND** (b) were employees of the Government within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the bidder will be deemed to declare that (a) there was no Conflict of Interest in preparing its bid; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the ITT.

Otherwise, if the statement below applies, check the box.

- The bidder declares that there is an actual or potential Conflict of Interest relating to the preparation of its bid, and/or the bidder foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the ITT.

If the bidder declares an actual or potential Conflict of Interest by marking the box above, the bidder must set out below details of the actual or potential Conflict of Interest:

7. Disclosure of Information

Any information collected or used by or on behalf of the 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 unless it is contained in a record that is exempt from disclosure under the Act. Any questions regarding the collection, use, or disclosure of the information should be directed to the public authority that issued this solicitation document.

8. Bid Irrevocable

The bidder agrees that its tender shall be irrevocable for a period of 90 days following the Submission Deadline.

9. Execution of Agreement

The bidder agrees that in the event its bid is selected by the Government, in whole or in part, it will finalize and execute the Agreement in the form set out in Appendix A to this ITT in accordance with the terms and conditions of this ITT.

Signature of Witness

Signature of Bidder Representative

Name of Witness

Name of Bidder Representative

Title of Bidder Representative

Date

I have the authority to bind the bidder.

SAMPLE CERTIFICATE OF INCUMBENCY

The undersigned being the Secretary of the company as named below (the "Company"), a company duly organised and existing under the laws of the Islands of Bermuda and having its registered office as set out below **DO HEREBY CERTIFY** that the following is a true and correct listing of the Directors and Officers of the Company in full force and effect as of the date hereof.

DIRECTORS

List

ALTERNATE DIRECTORS

List

OFFICERS

List

IN WITNESS WHEREOF I have hereunto set my signature in accordance with the By-Laws of the Company.

Company Name:

Date:

Secretary/Director

APPENDIX C – PRICING

1. Instructions on How to Provide Pricing

- (a) Bidders should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their bids, or, if there is no table below, by completing the attached form and including it in their bids.
- (b) Pricing must be provided in Bermuda funds, inclusive of all applicable duties and taxes which should be itemized separately.
- (c) Pricing quoted by the bidder must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the Government, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

Price will be evaluated based on the lowest stipulated sum

In addition to any rights to verify, clarify and supplement,

- (a) The Government will examine the responses to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- (b) Arithmetical errors will be rectified on the following basis:
 - (i) Where there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail;
 - (ii) Where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and
 - (iii) Where there is a discrepancy between the individual lump sums and the total amounts derived for the sum of the individual lump sum, the individual lump sum as quoted will govern, and the total amount will be corrected.

3. Required Pricing Information

See Annex B - Pricing Form

APPENDIX D – ITT PARTICULARS

A. THE DELIVERABLES

Construction

The deliverables of this project shall include all work to complete the renovations/alterations of the Royal Bermuda Regiment Washroom in accordance with the attached Drawings, AIA Contract A104-2017 and the Invitation To Tender Documents.

See Annex C – RBR_Construction Drawings

B. MATERIAL DISCLOSURES

Construction

- General Contractor shall provide 48 hours' notice of any disruption to utilities feeding the site and neighboring structures.
- Existing water tank located under adjacent building

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

Each bid must include a Submission Form (Appendix B) completed and signed by an authorized representative of the bidder.

2. Pricing (Appendix C)

Each bid must include pricing information that complies with the instructions contained in Pricing (Appendix C).

3. Certificate of Confirmation of Non-Collusion (Appendix E)

Each bid must include a Certificate of Confirmation of Non-Collusion Form (Appendix E) completed and signed by an authorized representative of the bidder.

4. Company Certificate of Incorporation

A signed copy of the Certificate of Incorporation must be included for respondents that are companies/corporations.

5. Bid Security

N/A

6. Other Mandatory Submission Requirements

Bank Reference

A letter from its principal bank confirming the credit status of the proponent.

Mobilization and Construction Schedule

The bidder shall provide information and/or schedule showing the order in which the bidder intends to carry out the Works including the anticipated timing of each stage of the performance of the Contract including but not limited to:

- a) mobilization of the Contractor's Plant and Equipment;
- b) execution of each key construction activity including estimated timing for commencement and completion;
- c) details relating to the sources of the key materials, estimated transportation distances for the materials;
- d) other information as/if required

Project Personnel Qualifications and Reference Form

Each proposal must include a completed copy of the Project Personnel Qualifications and References form.

See Annex E - Personnel Qualifications and References

Acknowledgement Letter (Form of Agreement)

Each proposal must include a signed copy of the acknowledgement letter.

See Annex F - Acknowledgement Letter

Company Principals

Each proposal shall include the names of the Companies Principals.

D. MANDATORY TECHNICAL REQUIREMENTS

Similar Experience

All proposed General Contractors and their sub-contractors must have experience within the past five years delivering similar construction projects which include reinforced foundations, slabs on grades, masonry walls, roof construction, tiling, painting, electrical, mechanical and plumbing.

Instruction to Bidders

See Annex G - RBR_Instructions To Bidders

Means and methods for the installation of specified products.

All proposed General Contractors must have an understanding of the means and methods for the installation of specified products and provide a detailed statement.

E. PRE-CONDITIONS OF AWARD

1. Financial Checks

Prior to awarding a contract to the selected bidder the contracting department will perform financial checks to confirm whether the bidder is 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, and will perform a check with the Bermuda Registrar of Companies to confirm whether the bidder is a proper legal entity that is in good standing

Proof of Insurance

The successful proponent shall furnish the Government with certificates showing the type, amount, class of operations covered, effective dates, and date of expiration of policies as may be expected. Such certificates shall also contain substantially the following statement: The insurance covered by this certificate will not be cancelled or materially altered, except after thirty (30) days written notice has been received by the Government. (Endorsements to the Policy that name the Government as an Additional insured and establishment of cancellation notice are required).

List of Proposed Sub-Contractors

Where the bidder proposes to use a named subcontractor (s) for the execution of any part of the Works, the bidder shall provide the following information for each proposed subcontractor:

- name, head office address; place of incorporation / registration; year of incorporation / registration and contact details;
- brief description and the estimated value of the part of the Works, which is intended to be subcontracted;
- description of the capability and resources of the named subcontractor (s) to perform the proposed part of the Works including:
 - (a) experience and past performance on the execution of similar works;
 - (b) capabilities with respect to personnel, equipment, and construction; and
 - (c) financial position
- appropriate justification of the need for the use of the proposed subcontractor for the execution of the Works

Health and Safety Checklist

All works must be carried out in strict accordance with the Bermuda Occupational Safety & Health Act 1982 and Occupational Safety and Health Regulation of 2009.

Alcohol, Smoke, and Drug-Free Policy: All Government buildings and work sites are designated as alcohol, smoke and drug-free.

A Check list is attached to aid proponents in developing their Health and Safety Plan. The Plan must be reviewed and accepted by the Government's Safety and Health Officer before works begin.

See Annex H - Health and Safety Checklist

Construction Safety Plan Form

The Construction Safety Plan Form must be completed by the successful proponent and reviewed and accepted by the Governments' Safety and Health Officer before works commence.

See Annex I - Construction Safety Plan Form

APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

Notes for the Tenderers

The essence of Open Tendering is that the Government of Bermuda shall receive bona fide competitive Tenders from suitably qualified persons or entities. In recognition of this principle, each person or entity 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 this Invitation to Tender (ITT), and any other person or entity involved in collusion, may be excluded from competing 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 abided by the terms and conditions related to this tender 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 tenderers.

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

- (a) communicating to a person other than the ITT Contact 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);
- (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 procurement.

By signing this document, I/we have read and agree to its terms and conditions.

(1) _____ Title _____ Date _____

(2) _____ Title _____ Date _____

for and on behalf of _____