



**Foreshore Protection Works**  
**Bermuda Aquarium Museum and Zoo**  
**40 North Shore Road, Flatt's Inlet,**  
**Hamilton Parish**

Bermuda

**Instructions to Bidders**

Date: February 6, 2017

Project No. 60-04-75



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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”).
- .2 The information belongs to a class of information that might be made available to the general public under the Act.
- .3 The person who gives information to the Government in response to this solicitation document consents to the collection and use of the information and waives any right to challenge any decision made by the Government to disclose the information.
- .4 Any questions regarding the collection, use, or disclosure of the information should be directed to the public authority that issued this solicitation document.

**1.2 Time**

- .1 The Tenders submission must be delivered no later than Wednesday, February 22, 2017 at 3:00 pm AST.
- .2 Late submission will not be considered.
- .3 The Key dates for the Procurement Process are as follows:

Activity	Date
Request for Tenders issued	February 6, 2017,
Deadline for Written Clarifications and Questions from Bidders (Clause 2.2.2)	February 17, 2017
Government responding and issuing Q and A, Addenda (if applicable) (Clause 2.2.3)	February 20, 2017
Deadline for Tenders Submissions (Clause 1.2.1)	February 22, 2017, 3:00 PM AST time
Evaluation of Tenders (Part 5)	February 23, 2017 to February 28, 2017
Contract Award (Part 6)	March 23, 2017 (estimated)
Completion of Work by successful bidder	July 31, 2017 (estimated)

- .4 The Government may change the timeline for the Procurement Process without prior notice, and will notify bidders in writing promptly of any change by addenda, that will be posted on [www.gov.bm](http://www.gov.bm) procurement notices website.

**1.3 Brief Description of Scope of Works**

The Government of Bermuda, Ministry of Public Works, Works and Engineering (the Government) requests experienced Contractors for the construction of a retaining wall and the post hurricane foreshore remedial works along the shoreline of Harrington Sound.

**1.4 Eligibility and Qualifications Requirements**



- .1 This opportunity is open to suitably experienced Contractors who can clearly demonstrate previous experience with this type of work.
- .2 The Certificate of Confirmation of Non-Collusion is a mandatory requirement from all bidders. Any forms of agreement submitted which do not include a signed copy of this Certificate will be wholly rejected and will not be included in the evaluation process.
- .3 If it is later found that the undertakings made below have been breached at any stage of the process, the Contractors 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 Contractors and/or any party involved in the matter. False submissions may also exclude the bidder, and any other person or company involved in collusion, from involvement in future contracts with the Government of Bermuda.
- .4 The bidder shall submit with their completed tender all appropriate documents in order to demonstrate the necessary experience and expertise for this type of work. Details of project team with resumes of key personnel to be assigned to the project and the name and full details of experience of any sub-contractors. Include descriptions of relevant and similar past projects.
- .5 The bidder shall submit their health and safety records for the last three years of reporting.
- .6 The bidders shall submit listings of plant and equipment available for use in this project
- .7 The bidder shall submit reference supporting their performance to time and budget constraints on previous project. Particular reference should be made to project of similar nature.
- .8 The bidder shall provide a reference for a bank or other financial institution confirming the bidder's capacity to provide the necessary financial resources to complete the work in accordance with the contract and schedule.
- .9 The bidder shall provide employee data that show the proportion of Bermudian Employed and their commitment to training of all their employees in the field of work.
- .10 All corporate tenderers must include, with their tenders, a copy of the company's Certificate of Incorporation as evidence of the fact that the company is an existing registered company at the date of tender. Failure to provide the certificate of incorporation will render the tender void.
- .11 Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements:
- .12 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;
- .13 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;



- .14 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;
- .15 All partners of the joint venture shall be liable, jointly and severally, for the execution of the Contract in accordance with the Contract terms and a relevant statement to this effect shall be included in the authorisation mentioned under .2 above as well as in the Form of Tender and the Form of Agreement (in the case of a successful Tenderer); and
- .16 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 Bidder shall bear all costs associated with the preparation and submission of his Tender and the Government will in no case be responsible or liable for these costs, regardless of the outcome of the Tendering process.

### **1.6 Site Inspections**

- .1 Prior to the tender closing, it is strongly suggested that the Bidder visit and inspect the site and surrounding areas where the works is to be performed.
- .2 The Bidder shall be deemed to have satisfied themselves as to the form and nature of the site, the quantities and nature of the works 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.
- .3 Bidders will be granted permission by the Government, upon application, to enter upon the site of the works for the purpose of inspection but only upon the express condition that such person will release and indemnify the Government from and against all liability in respect of personal injury, loss of or damage to property and any other loss.
- .4 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 contract; including local conditions, constraints due to maintenance of traffic, 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.
- .5 The Bidder 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.
- .6 No subsequent claim will be allowed or considered for any work that may be required for the proper execution and completion of the Works, due to failure by the Contractors to examine the site and make proper allowances for the conditions to be encountered.

## **Part 2 TENDER DOCUMENTS**



## 2.1 Content of the Tender Documents

- .1 The set of solicitation documents issued for the purpose of Tendering includes the following documents, together with any Addenda thereto issued in accordance with Clause 2.3.
  - .1 Letter of Invitation
  - .2 Instructions to Bidders
  - .3 Annex A – Scope of Work
  - .4 Annex B – Form of Tender
  - .5 Annex C – Specifications
  - .6 Annex D – Drawings and Reference Documents
  - .7 Annex E – FIDIC Short Form of Contract (Green) and Contract Particular Conditions.
- .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.

## 2.2 Clarification of Tender Documents

- .1 A prospective bidder requiring any clarification of the tender documents shall notify the Government in writing, by email or by facsimile at the Government's address indicated below.
- .2 The Government will respond in writing by email or by facsimile to any request for clarification which they receive earlier than **7 calendar days** prior to the deadline for the submission of Tenders.
- .3 Written copies of the Government's response, where necessary (including a description of the inquiry but without identifying its source), will be sent to all prospective bidders who have provided contact details and posted on [www.gov.bm](http://www.gov.bm) procurement notice site.
- .4 No questions will be answered if received within **3 calendar days** of the deadline for the submission of Tenders.

## 2.3 Amendment of Tender Documents

- .1 At any time prior to the deadline for submission of Tenders, the Government may, for any reason, whether at its 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 posted on the [www.gov.bm](http://www.gov.bm) procurement notice site.
- .3 In order to afford prospective bidders reasonable time in which to take an Addendum into account in preparing their Tenders, the Government may, in its sole discretion, extend the deadline for the submission of Tenders in accordance with Clause 4.2.



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### Part 3 PREPARATION OF TENDER RESPONSE

#### 3.1 Language of the Tender

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

#### 3.2 Documents Comprising the Tender

- .1 The following items shall be included in your Tenders, as a minimum. Additional supporting items may be included.
  - .1 Form of Tender
  - .2 Confirmation of Addenda Received
  - .3 Company Information, including Copy of Certificate of Incorporation
  - .4 Information on Eligibility and Qualifications as set out in Clause 1.3 of firms and personnel for Works and Services
  - .5 Fixed Price Schedule
  - .6 Unit Rate Price Schedule
  - .7 Method Statement
  - .8 Health and Safety Plan
  - .9 Project Schedule
    - .1 Provide a schedule of planned work activities, including milestones.
    - .2 Indicate proposed Commencement Date and Time for Completion.
  - .10 Proposed Equipment List for the works as stated.
  - .11 Certificate of Confirmation of Non-Collusion
  - .12 Any other materials required to be completed and submitted in accordance with the instructions to bidders embodied in the tender document.
  - .13 The Bidder shall use the forms found in *Annex B: Form of Tender*, for their submission, without exception.
  - .14 One copy of the above is to be returned in accordance with Clause 4.1.
  - .15 **Insurance** The Tenderer shall submit evidence with its Tender, such as a copy of a certificate or a letter from its insurers, confirming Third Party Insurance has been retained for the amount shown in the Appendix to the Agreement and for the duration of the Works.

#### 3.3 Tender Prices



- .1 The Bidder shall provide a detailed schedule of values supporting the proposed **Lump Sum Price** for the Scope of Works.
- .2 Items against which no price is entered by the Bidder will not be paid for by the Government when executed and shall be deemed covered by the other **lump sum prices** in the Form of Tender.
- .3 The lump sum price shall include all labour, materials, equipment, tools, and expenses necessary to perform the Scope of Works. Include overhead and profit in the rates and prices listed. The price shall include, indicate separately, the cost of any work permits, and taxes.
- .4 All duties, taxes and other levies payable by the Contractors under the Contract, or for any other cause, as of the closing date for submission of Tender, shall be included in the rates and prices and total Tender.
- .5 Include an estimated schedule for progress payments, if any.
- .6 If this solicitation is amended, all terms and conditions that are not amended remain unchanged.
- .7 Unless stated otherwise in the Tender documents, the Contract shall be for the specific works as detailed in the tender documents and based on the completed Form of Tender.

### 3.4 Currencies of Tender

- .1 The fixed rates shall be quoted in Bermuda dollars.
- .2 Other currencies are available for payments and the exchange rate will be set to correspond with the date and time of tender closing.

### 3.5 Period of Tender Validity

- .1 All prices offered shall remain firm for one hundred and twenty (120) calendar days from the deadline for Tenders noted in the Letter of Invitation, unless the deadline is modified by an amendment to this solicitation.
- .2 In exceptional circumstances, prior to expiry of the original Tender validity period, the Government may request that the Tender validity period be extended. The request and the responses thereto shall be made in writing by email or by facsimile. 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 This validity period shall apply to all Tenders received regardless of whether a different validity period is specifically stated within a Tender.

### 3.6 Format and Signing of Tenders

- .1 The Bidder shall prepare one original set of the documents comprising the Tender as described in Clause 3.2 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 completed Tender shall be without alterations, interlineations or erasures, except those to accord with instructions issued by the Government, or as necessary to correct errors made by the 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.

### 3.7 Safety and Health

- .1 All works 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.

### 3.8 Alcohol, Smoke and Drug-Free Policy

- .1 All Government buildings and work sites are designated as alcohol, smoke and drug-free.

### 3.9 Confidentiality Agreement:

- .1 The selected firm and key individuals may be required to sign a project confidentiality agreement limiting information that may be discussed outside the team.

## Part 4 SUBMISSION OF TENDER

### 4.1 Submission of Tender

- .1 The sealed tender package shall be deposited in the Tender Box located at:  
Ministry of Public Works  
Department of Works and Engineering  
3<sup>rd</sup> Floor, Post Office Building  
56 Church Street  
Hamilton HM 12, Bermuda
- .2 The following information shall be written on the outside of the tender package:

**Tender Submission**  
**Do Not Open Before 3:00 p.m., February 22, 2017**  
**Foreshore Protection Works, Bermuda Aquarium, Museum & Zoo**  
**Attention: Mike Murphy P.Eng**

- .3 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.
- .4 A tender opened prematurely for this cause will be rejected by the Ministry and returned to the bidder.



- .5 Tenders may be withdrawn at any time by written notice only provided such notice is received at the office of the Ministry prior to the date/time set as the closing time for receiving Tenders.

#### **4.2 Deadline Extension for Submission of Tenders**

- .1 The Government may, at its discretion, extend the deadline for submission of Tender by issuing an amendment in which case all rights and obligations of the Government 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 Government after the deadline for submission of Tenders will be rejected and considered as nonresponsive.

#### **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 Government 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 for the Submission of Tenders with the envelope additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate. For a modification it shall also be accompanied by an additional Non-collusion certificate.
- .3 Subject to Clause 4.4, no Tender shall be modified subsequent to the deadline for submission of Tenders.

### **Part 5 TENDER OPENING AND EVALUATION**

#### **5.1 Tender Opening**

- .1 The Government will examine the Tenders to determine whether they are complete, whether the documents have been properly signed and whether the Tenders are generally in order. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 4.4 shall not be opened.
- .2 The tender opening will be held in public.
- .3 The tender opening will be recorded with the bidders' 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 any award of contract shall not be disclosed to Bidders or other persons not officially concerned with such process.



- .2 Any effort by a Bidder to influence the Government in the process of examination, clarification, evaluation and comparison of Tenders, and in decisions concerning any award of Contract, shall result in the rejection of the Tender.

### 5.3 Clarification of Tenders

- .1 To assist in the examination, evaluation and comparison of Tenders, the Government may ask Bidders individually for clarification of their Tenders.
- .2 The request for clarification and the response shall be in writing or by facsimile, but no change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Government during the evaluation of the Tenders in accordance with Clause 5.5.2.

### 5.4 Preliminary Examination – Determination of Responsiveness

- .1 Prior to the detailed evaluation, the Government will determine whether each tender is substantially responsive to the requirement of the tender document.
- .2 For the purpose of this clause, a substantially responsive Tender is one which conforms to all the terms, conditions and specifications of the Tender documents without material deviation or reservation.
- .3 A material deviation or reservation is one which affects or could affect, in any substantial way, the scope, quality, or performance of the Services or which limits, in any substantial way, the Government's rights or the Bidder's obligations under the Contract and rectification of which deviation or reservation would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders..
- .4 A Tender determined as not substantially responsive will be rejected by the Government.

### 5.5 Correction of Errors

- .1 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.
- .2 Arithmetical errors will be rectified on the following basis:
  - .1 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;
  - .2 Where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and
  - .3 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.



## 5.6 Evaluation and Comparison of Tenders

### .1 Review Process

- .1 Each Tender will be reviewed by an evaluation committee to determine if it meets the Tender requirements.
- .2 Failure to meet the requirements for the Request for Tenders may be cause for rejection of the Tender.
- .3 Final selection of a company will be determined following review of all work Tenders, cost Tenders and/or formal oral presentations.
- .4 Tenders price alone will not be the sole determining factor in be selection of the Contractors for this work.
- .5 The Ministry will consider the Tender costs for all Tender 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.
- .6 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.
- .7 The evaluation committee may, at its sole option, ask for interviews or oral presentations by any Bidder (s) participating in this process (creation of a short list). Attendance at any such interview will be at the Bidder's expense.

### .2 Evaluation Criteria

- .1 Tenders will be evaluated to determine the best value offered to the Government of Bermuda based on the following criteria:
- .2 Phase 1 - Tenders Responsiveness - Pass/Fail
  - .1 Required documentation: Tenders will be reviewed to determine if all required documentation was included with Tender submittal as described in this Request for Tenders.
  - .2 Each Tender will be reviewed by an evaluation committee to determine if it meets the Tender requirements. Failure to meet the requirements for the Request for Tenders may be cause for rejection of the Tender.
- .3 Phase 2 - Tenders Review and Evaluation
  - .1 The Tenders will be evaluated with the following high level criteria headings and weighting: Quality 60%; Price 30%; Utilisation of Bermudian resources 10%, according to the Tenders Evaluation/Weighting Criteria below.
  - .2 The evaluation committee may seek written clarification from any or all prospective Contractors in order to better understand and evaluate the Tender.
- .4 Phase 3 - Presentations/Oral Interviews



- .1 Tenders determined to have scored in the competitive range **may** be invited to present oral presentations for the purpose of introducing key members of the evaluation team, and allowing the Ministry to fully understand the prospective Contractor's ability to meet the evaluation criteria. Oral presentations will not be scored separately. Instead the Ministry may modify Tender scores and resulting rankings based on the oral presentation.
  - .2 The project manager identified in the Tender must be the lead presenter in the oral presentation. This process may not be used as an opportunity to submit missing documentation or to make substantive revisions to the original Tender.
- .5 Phase 4 - Cost Tenders
- .1 After the technical and oral presentations, cost Tenders will be evaluated.



## 5.7 Tender Evaluation/Weighting Criteria

ITEM	EVALUATION CRITERIA	WEIGHTING
<b>1</b>	<b>Mandatory Requirements</b>	
1.1	Form of Tender Completed and signed	Pass/Fail
1.2	Certification of Confirmation of Non-Collusion form signed	Pass/Fail
<b>2</b>	<b>Experience &amp; Capability:</b>	
2.1	Has the bidder provided documentation that clearly demonstrates their understanding of the works and their ability to deliver the requirements of the tender?	/20
2.2	Has the bidder provided documentation that clearly confirms their personnel have the experience and qualifications to performing this type of work?	/10
2.3	Has the bidder provided documentation that clearly demonstrates that the bidder has the availability and capacity to perform the services to meet the schedule described in the tender documents?	/10
2.4	Were the bidder's referees positive about their experience of working with the bidder?	/10
2.5	Has the bidder performed well for the Government in previous projects?	/10
<b>2T</b>	<b>Total Score - Section 1</b>	<b>60%</b>
<b>3</b>	<b>Financial Analysis</b>	
3.1	Tender price (include all costs)	/20
3.2	The bidder is in a stable financial position.	/5
3.3	The bidder has no outstanding Government debt.	/5
<b>3T</b>	<b>Total Score - Section 2</b>	<b>30%</b>
<b>4</b>	<b>Social, Environmental &amp; Economic criteria</b>	
4.1	Percentage of workforce that is Bermudian or has Bermudian status.	/5
4.2	Does the bidder provide documentation or other evidence that they are providing apprenticeships/training positions or that they are willing to offer them?	/5
<b>4T</b>	<b>Total Score - Section 3</b>	<b>10%</b>



The final award recommendation will be based on the highest scoring Tender as determined by total points and rank using criteria and weights as stated above.

## Part 6 AWARD OF CONTRACT

### 6.1 Awarding the Contract

- .1 Subject to Clause 5.6, the Government 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 Government, has offered the best overall submission. This may not be the lowest priced tender received.
- .2 The Government may award contracts to multiple Bidders pursuant to this Invitation to Tender. Additionally, a Bidder may be awarded multiple works packages.
- .3 Prior to expiration of the period of the tender validity, the Government shall award a single or multiple contract(s) to the qualified Bidders with the highest total score based on the evaluation method indicated herein.
- .4 The Government does not bind itself to accept the lowest or any proposal and reserves the right to reject any proposal and, and to annul the tendering process and reject all tenders, at any time prior to award of contract, without thereby incurring any liability to the affected tenderer or tenderers, or being under any obligation to inform the affected tenderer or tenderers of the grounds for the Government's action.
- .5 Where multiple works packages are available, the Government does not bind himself to accept the lowest Tender of each package. The Government reserves the right to award the works packages in their entirety to a single Contractor or to separate Contractors.
- .6 The Government may declare the Tendering process void when it is evident that there is a lack of competition or there has been collusion.
- .7 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 clause 3.5 of these instructions to bidders the Government will notify the successful Bidder by email and/or by registered letter that its Tender has been accepted.
- .2 This letter, hereinafter, and in the Conditions of Contract called "Letter of Acceptance", shall name the sum which the Government will pay to the Contractors in consideration of the execution, completion and maintenance of the Works by the Contractors as prescribed by the Contract, hereinafter, and in the Conditions of Contract, called "the Contract Price".
- .3 The successful tender together with the letter of acceptance will constitute the formation of a binding Contract, unless and until a form agreement is executed.
- .4 The Government 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 Government notifies the successful Bidder(s) that that it's Tender has been accepted, the Government will send the successful bidder the form of agreement provided in the tendering documents, incorporating all agreement between the parties.
- .2 Within 14 days of receipt of the Form of Agreement, the successful Tenderer shall sign the Form and return it to the Employer.

**END OF INSTRUCTIONS TO BIDDERS**