

Cabinet Office

Office of Project Management and Procurement

Ref: No.CA/OPMP/G&S/0001

March 6, 2017

Dear Bidders

**LETTER OF INVITATION**

**Re: Provision of the Development of Smart Procurement Templates and a Template management software/system.**

The Government of Bermuda through the Cabinet Office, the Office of Project Management and Procurement (hereafter known as the Department) is issuing a Request for Quotations (RFQ) for the provision of development of Smart Procurement Templates and a Template Management software/system.

Please find attached the RFQ instructions for the preparation and submission of the quote and the rules that govern this bidding process.

Response must be submitted electronically to [procurement@gov.bm](mailto:procurement@gov.bm) and please state in the subject line “**RFQ Smart Procurement Templates and Template Management Software/System”**. All Bids must be received no later than **3:00 pm ADT on March 17, 2017.** Late submission will not be accepted.

In addition, this Invitation and the attached Request for Quotations (RFQ) documents can be found on the <https://www.gov.bm/procurement-notices> web page along with any addenda.

All communication must be directed to Elaine Blair-Christopher at [ejblair@gov.bm](mailto:ejblair@gov.bm) this also includes all questions and/or any inquiries regarding this RFQ. We ask that you clearly state in the subject line of your email “**Inquiry – RFQ - Smart Procurement Templates and Template Management Software/System**” and the area of concern in the body.

This letter is not to be construed in any way as an offer to contract with your firm.

We appreciate your interest in this invitation, and look forward to receiving your quote.

Yours Sincerely,

Mr. Graham Simmons

Acting Director for the Office of Project Management and Procurement

Enclosure

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**Request for Quotations (RFQ)**

**Ref: no. CA/OPMP/G/0001**

# Part 1 RFQ Requirements and Guidelines

## Public Access to Information

Any information collected or used by or on behalf of the Government of Bermuda 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 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.

## Executive Summary

The Government of Bermuda, Cabinet Office, through the Office of Project Management and Procurement (hereafter known as “**the Department**”) invites quotations from experienced providers for the provisionof the Development of Smart Procurement Templates and a template management software/system, which is outlined in Part 2 Statement of Requirement of this RFQ.

Uniformity of procurement documentation allows documents to be standardized, simplified and computerized improves transparency, minimize ambiguity and errors in and between the documents, which make up a contract, enables bidders to more accurately price the risks which they are to assume, and facilitates the development of standardized procurement document which improve effectiveness and efficiency of the public procurement system. It enables the reader to quickly locate the specific data and requirements that they may require should they have a working knowledge of the public procurement framework for compilation of procurement documents.

The standardization of the Government’s procurement documents into the generic categorization of procurement methods that can support supply, services and engineering and construction works contracts will enable OPMP and the Government’s contracting environment to be rationalized, simplified and regulated.

The Government reserves the right to award one or both elements of this RFQ to a single bidder or to separate bidders.

## Submission Deadline

* + - The quotation submissions must be delivered no later than 3**:00 pm (ADT time) on March 17, 2017.**
    - Quotations received after the time /date set out above will be considered as “**NO BID**” and “**VOID**”. The time stamp for quotations submitted electronically will be that of the Bermuda Government mail server. It is the Bidder’s responsibility to allow sufficient time for electronic transmission and delivery, especially in the case of large files. The Maximum electronic file size is 10 MB.
    - All quotations will be considered final. No additions, deletions, corrections or adjustments will be accepted after 3**:00 pm (ADT time) on March 17, 2017.**

## Summary of Key Dates

The following key activities are planned. All changes will be communicated to the Bidders by addendum that will be posted on [**https://www.gov.bm/procurement-notices**](https://www.gov.bm/procurement-notices)**.**

|  |  |
| --- | --- |
| Action | Dates and Times |
| Publish Request for Quotations | March 6, 2017 |
| Cut off for questions | 3:00 pm (ADT), March 10, 2017 |
| Bidder’s questions will be answered and posted on the Government’s portal. [**https://www.gov.bm/procurement-notices**](https://www.gov.bm/procurement-notices)**.** | March 14, 2017 |
| Submission deadline | 3:00 pm (ADT) March 17, 2017 |
| Contract Start Date | To be determined (TBD) |

## Quotation Submissions

1. Quotations must be submitted electronically to [procurement@gov.bm](mailto:procurement@gov.bm) Quotations will not be accepted by any other means.
2. Quotation Submissions must be identified as “**RFQ Development of Smart procurement Templates and template management software/system”** in the subject line of the email.
3. All quotations must be received no later than **3:00 pm (ADT) March 17, 2017**; late quotations will not be accepted.
4. Quotations must be submitted in PDF or Microsoft Office formats. Submissions will be checked to ensure that they are free from viruses. Incomplete quotations or quotations with corrupt files will be rejected. Quotations may be submitted in multiple files – please note there is a 2Mb size limit on each file.
5. **Quotation documents** must include the following information and shall be in the English.

* Cover Letter
* Company Profile,
  + Company Legal Name and Certificate of Incorporation
  + Business Address and contact details
  + Description of the company’s products and services
  + Overview of staff and statement of experiences
  + Qualification and References details
  + Key company contact person – name(s), titles, telephone, email
  + Business operating days and hours
  + The Principals names and titles
  + Overview of the vendor quotations -
* Identification of party who will carry overall responsibility for the contract.
* The Quotation must include name, address, e-mail address and telephone of any third-parties involved in the quotation and the name of the appropriate contact person(s) dealing with these matters. Description of role or element of contract to be fulfilled by any third-party. Confirmation of acceptance by the Bidder and any third parties of the conditions of RFQ.
* Certificate of Confirmation Non- Collusion form
* Technical approach, methodology and work plan are key components of the RFQ. We ask that you present your Technical Proposal divided into the following three sections:

1. Technical Approach
2. Methodology,

b) Work Plan

1. Technical Approach and Methodology. In this section you should explain your understanding of the objectives of the assignment, approach to carry out the development services and obtaining the expected output. Bidder should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. Bidder should explain the methodologies they propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
2. Work Plan. In this section Bidders should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the deliverable(s). The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the tasks and ability to translate them into a feasible working plan. Bidders should clearly describe how Smart Templates and System will be installed and delivered
3. Support and Maintenance Documentation
4. **Contract:** Please provide a sample copy of your company’s contract.

**6. Quotations must detail all costs identified in this RFQ.** Additionally, Quotations must detail any other costs whatsoever that could be incurred by non-commercial public bodies in the usage of services and/or the availing of options that may not be explicitly identified/requested in this RFQ. Attention is drawn to the fact that, in the event of an agreement being awarded to them, the attempted imposition of undeclared costs will be considered a condition for default.

* 1. **Quotation total cost(s) must be quoted in Bermuda dollar (BMD$**)
  2. Unless stated otherwise in the Tender documents, the Contract shall be for one or both detailed requirements and based on a lump sum bid, as submitted by the Bidder.
  3. The Bidder price shall include all labour, materials, equipment, tools, and expenses necessary to perform the Scope of Services. 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. The Bidder shall fill in lump sum prices for all items of Services described. 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.
  5. All duties, taxes and other levies payable by the Bidder under the Contract, or for any other cause, as of the closing date for submission of the quotation, shall be included in the rates and prices and total.
  6. Hardware Requirements – quotation must include specifications of all hardware costs that the Department are responsible to provide to support the software system.
  7. The Department is not bound to accept the lowest or any Quotation submitted.
  8. Information supplied by Bidders will be treated as contractually binding. However, the Department reserve the right to seek clarification or verification of any such information
  9. The Department will use their best efforts to hold confidential any information provided by Bidders subject to its obligations under law, including the Public Access to Information (PATI) Act. Bidders should indicate, when bidding, the precise parts of their Quotations that are commercially sensitive and which they consider should be kept confidential should an PATI request be received (i.e., a blanket statement to this effect for all Quotation documentation submitted will not be acceptable). The Department requires that all information provided pursuant to this RFT will be treated in strict confidence by Bidders.

## Cost of Quoting

Bidders must accept that the Department will not be liable in respect of any costs incurred by the Bidders in the preparation and submission of Quotations or any associated work effort, including any attendances, deliveries, collections or research required as part of this RFQ or in response to any requests for clarification, and the Department or any public body shall not be responsible or liable for any costs or expenses regardless of the conduct or outcome of the bidding process.

## Bidder’s Responsibility and Clarification Questions

1. It is the Bidder’s responsibility to ensure that it completely understands the requirements and instructions set out in this Request for Quotations. In the event that clarification is required, Bidders should submit questions via e-mail to [procurement@gov.bm](mailto:procurement@gov.bm). Requests for any additional information or clarifications must be made by the time as set out above in 1.4 at the very latest. The Department strictly enforces deadlines and in no circumstances will request for information or clarification be accepted after this closing time on the day in question. The Departments will not accept responsibility for any missed communications or deadlines.
2. All Bidders’ questions and Department answers will be posted (without disclosing who asked the questions) with the related RFQ document on [**https://www.gov.bm/procurement-notices**](https://www.gov.bm/procurement-notices)**,** no later than time as set out above in section 1.4.
3. The Department has taken care to be as clear as possible in the language and terms it has used in compiling this RFQ. Where any ambiguity or confusion arises from the meaning or interpretation of any word or term used in this document or any other document relating to this RFQ, the meaning and interpretation attributed to that word or term by the Department will be final. The Department will not accept responsibility for any misunderstanding of this document or any others relating to this RFQ.
4. Every effort has been made to ensure that this document contains all the necessary information for completion of Quotations. However, in the interests of equity, requests for additional information, clarification on the content of this documentation, and all other queries of substance (other than in relation to purely factual or procedural matters) must be made in writing or by email. Any additional information elicited will be made available to all Bidders. Bidders should take this into account when formulating their request. Responses will be made primarily by e-mail.

## Non Collusion

The Certificate of Confirmation of Non-Collusion is a mandatory requirement from all Bidders. If it is later found that the undertakings made below have been breached at any stage of the process, the Bidder 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 Bidder 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.

## Evaluation and Comparison of Quotations

1. The Quotations submitted will be evaluated in a two-stage process. During the preliminary stage, a determination will be made whether all requested information has been provided. A short list of potential contractors will be developed, and their Quotations will be scored utilizing an evaluation matrix with the following evaluation criteria: (i) experience and capacity; (ii) financial analysis; and (iii) any previous work performed for the Government. Scores will be entered into an evaluation matrix.
2. The Quotation assessment will take into consideration the submitted Quotation documents inclusive of each Bidder’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 quoting documents or otherwise result in the accrual of unsolicited benefits to the Government shall not be taken into account in the Quotation evaluation.

## Award of Contract

1. The Department will award the contract to the Bidder whose quotation has been determined to be substantially responsive to the RFQ documents and who, in the opinion of the Department, has offered the best proposal taking into consideration the price, the contractor’s capability and available resources to carry out the contract effectively and the contractor’s schedule. This may not be the lowest priced proposal received.
2. The Department do not bind themselves to accept the lowest or any quotations and reserves the right to reject any quotation and, and to annul the bidding process and reject all quotations, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders, or being under any obligation to inform the affected Bidder or Bidders of the grounds for the Government’s action.
3. The Government reserves the right to award one or both elements of this RFQ to a single bidder or to separate bidders.
4. The Government may declare the Quotation void when it is evident that there is a lack of competition or there has been collusion. All proposals may be rejected if substantially higher than the budget.
5. The final agreement is subject to both parties agreeing to the terms and conditions.
6. No work is to be performed prior to the issuance of a properly executed contract and/or Purchase Order.

**End of Instructions to Bidders**

# Part 2 Statement of Requirement

## 2.1 For the provision of:

1. The Department’s requirements has two elements:
   1. **Development of Smart procurement templates.**

Templates must be suitable for the various types of procurement methods and will be used by the different Ministries and Governmental Departments. The prepared standard procurement packages for a full range of generic categories of contracts and main sub-categorizations complete with standard forms, conditions of tender, data forms, etc.

* 1. **Electronic library of procurement template Management software/system**. The proposed software/system service should be cost effective, reliable, scalable, and based on a Bermuda Government cloud or server using the Bermuda Government existing network.

1. The service period is to begin to be determined
2. The one or both of these elements may be purchased.

## 2.2. Immediate Requirements

1. **Development of suite of Smart procurement templates**
2. The format and the manner in which the procurement templates are compiled and structured must be standardized.
3. The suite of smart templates must be able to support various procurement/bidding methods and demands, and easy to understand for user and bidder.
4. Templates and User’s instructions must be in English and present requirements in a clear, unambiguous, comprehensive and understandable manner.
5. Provide for a uniform format for compiling of the templates must have standard header, footer, appropriate sections and heading, easy to follow instructions for the compiler and bidders.
6. The templates content must be compliance with UN model law principles and international best practices; and adapted to Bermuda procurement and legal environment, and shall include elements for targeting partners in joint ventures, help target local enterprise and local labor, etc.
7. These documents will be utilized in numerous procurement activities by various users for Goods, Services and Works, which can be either for simple one off purchase to complex purchases such as design build and/or long term services delivery agreement mechanisms.
8. The suite of template content should various types of template documents

* Request for Information/Expression of Interest,
* Request for Qualifications/ Pre-Qualifications,
* Request for Quotations (low bid and high score methods),
* Invitation to Tenders/Request for Tenders, (low bid and high score methods) for Minor, Major Works, Services and Goods,
* Request for Proposals for (Regular, Best and Final offer (concurrent), with and without Negotiation (consecutive), for such things as Professional Services, technology, and framework procurement actions, etc.

1. The suite of Smart template documents must include the instructions to User’s sheets on how to use each document, and all related aspects of these documents, for example the processes, methods, procedures, formulation and compilation of procurement documents, etc.
2. Each template document shall provide information on the instructions to Bidders (standard conditions of tender/quoting). Where applicable, the letter of invitation, the selection and evaluation criteria and methodologies, statement of works and/or general requirements, bid security (if applicable), articles of agreement and/or contract terms and conditions, terms of payment, list of returnable documents e.g. form of tender, non-collusions forms, pricing data, etc. forms of offer and acceptance.
3. Bidder must provide I either on-site or webinars training session on the how to use the Smart Template documents and if possible train a trainer to carry of these sessions.
4. **Minimum Specification for the electronic procurement standard template Management software/system Specifications**
5. Automated software / system for drafting and compiling of procurement documents for multi-users
6. Able to compile routine procurement documents
7. Allow users to decide on generic classification of procurement/contract methods.
8. Determine which sub-category of procurement documents applies. Allows used to electronic library and obtain the latest procurement documents and associated compiled guide for selected sub-category.
9. Allow user to obtain the necessary forms and data sheets from the electronic library and any other documents that may be required
10. Draft non Standard procurement documents and insert project specific data or variable into standard documents in accordance with guidelines provided in the selected complier’s guide. Compile procurement document, as directed in relevant compiler’s guide.
11. Invite, receive and evaluate of the tender offers will not be done in the software or system.
12. Must be defined for any user-supplied hardware requirements – server or cloud based.
13. Must be MS Office applications (e.g. Word) and PDF documents formatting and friendly.
14. Will be used as a library and depository of drafted and assembled documents

## Specific Requirements include:

1. Between 1 to 80 users from various Ministries and Departments.
2. Electronic library of document templates
3. Document Management and version control– PDF and Word
4. Mass import/export of documents
5. Time Entry
6. Reports
7. Customization for statistical recording and reporting
8. Search functions, basic, advanced and downloadable
9. Accessible from Government Portal – for external users to access/update documents in portal.
10. Mobile access and apps (if possible)
11. Security levels
12. Backup Capabilities
13. Bidder will be required to provide training on how to use Automate system/software and use of the templates. In person or Online training videos/materials
    * 1. Bidder must state the license fee (if applicable) and Monthly hosting fee (if applicable)

## 2.4 Proposed Solution – Physical Delivery

Bidders must provide comprehensive details of any hardware specifications including:

1. Any cloud server options and specifications;
2. Any server hardware options and specifications;
3. Any remote access requirements and schedule of access;
4. Any ongoing server/cloud access requirements for support and updates.

## Third-Party Service Level Agreements

Where third-party infrastructure is used, Bidders must provide full details and copies of the formal Service Level Agreements and the arrangements for support and problem resolution that they have in place with each such third-party.

Bidders should demonstrate conformance with specification set out in this section.

## Optional Services

The quotation should provide a schedule for options including but limited to:

Software System version options;

Cloud or server hardware options;

Mobile access and Apps;

Support options;

Update options;

## Installation and Commissioning Requirements for the Template Management system

Full installation, configuration and commissioning details (remote or otherwise) of the template management software system are required. This includes access to the Government network, cloud server or hardware servers in Government, details of the installation and commissioning requirements will be conveyed to the successful company

## Maintenance and Support Requirements for the Template Management System

The cover period must be 24/7/365. A (two) 2 hours response time to faults is required. Telephone support in resolving routine difficulties must be provided during the said business hours to nominated contacts in the Department. If maintenance is being provided by a third-party then name, address, e-mail address and telephone of the company involved should be provided. Suppliers should be willing to provide details for the application of penalties in the event of non-planned outages beyond the agreed service performance.

## Delivery and Insurance Requirements

The supplier should be in a position to provide details for the application of penalties in the event of slippage beyond an agreed delivery of service date.

## Service Levels

The following level of service will be expected from the successful Bidder – the Bidder must confirm ability to meet these minimum standards:

1. A dedicated Account Manager must be assigned to handle requirements.
2. The Account Manager will be the ‘main point of contact’ for the Department and should be able to deal with any problems arising from the contract.
3. The Account Manager or his/her designate should be available to meet Department representatives, at their request.
4. The Account Manager or his/her designate should be available to take calls from nominated personnel at weekends and “out of hours”.
5. Performance and usage reports must be provided as required.

Bidders must provide a detailed Service Level Agreement in support of the services outlined in the Bidder. The SLA must address the following key areas:

1. Service Availability
2. Installation
3. Service Credits for non-performance
4. Fees

**End of the Statement of Requirement**

# Part 3 Forms

## Submittal Form

**Request for Quotations (RFQ) Ref: No. CA/OPMP/G/0001**

**(To be provide on the Bidder’s Letterhead)**

**Dear Permanent Secretary of the Cabinet Office.**

1. We confirm that we have submitted a bona fide quotation, intended to be competitive and we have not fixed or adjusted our Price by or under or in accordance with any agreement or arrangement with any other Bidder.
2. We declare that this tender is made without any connection, comparison of figures or arrangements with or knowledge of any other corporation, firm or person making a tender for the same work and is in all respects fair and without collusion or fraud.
3. Having examined the RFQ documents, instructions to Bidders, Addenda Nos.\_\_\_\_to\_\_\_\_ inclusive for the execution of the services, we, the undersigned, offer to execute and complete said services and remedy any defects therein in conformity with the Conditions and Addenda as follows:

*All prices are to be inclusive of associated works as described, materials, related accessories, storage, transport, assembly, placement, overhead and profit.*

|  |  |  |
| --- | --- | --- |
| Item | Lump sum price in Words $BMD | Lump sum price in Figures $BMD |
| 1. Development and delivery of the Suite of Smart Procurement Template |  |  |
| 1. Template Management software/system for drafting, assembly, storage of documents |  |  |
| License Fee (one time) for template management system |  |  |
| Annual Recurring costs |  |  |
| Other costs |  |  |
| Per Diem Rate(s) |  |  |

|  |  |
| --- | --- |
| Contract Period: | ……………calendar weeks |
| Delivery of Templates | ……………in calendar days |
| Proposed Start Date: | ……………………….. 2017 |
| Proposed Completion Date: | ……………..………….2017 |

1. We acknowledge that the Request for quotation form is part of our quotation submittal.
2. We undertake, if our quotation is accepted, to commence the service as soon as is reasonably possible after the receipt of notice to commence, and to complete the whole of the service comprised in the Contract within the time stated in the in the RFQ.
3. We confirm that our quotation shall remain open for acceptance by the Government of Bermuda for a period of sixty (60) calendar day**s** from the date of this undertaking and we shall not withdraw this quotation during this period.
4. Unless and until a formal Agreement is prepared and executed this quotation together with your written acceptance there of shall constitute a binding offer between us.
5. We understand that you are not bound to accept the lowest or any Quotation that you may receive.
6. We confirm having received and complied with addenda number \_\_\_\_\_\_\_\_\_\_to \_\_\_\_\_\_\_\_\_\_\_\_ (if any).
7. We confirm that we, the undersigned, are conducting business as a proper legal entity and are not delinquent in making payments for outstanding debts to the Government for Social Insurance contributions, Payroll Tax or other debt recorded by the Accountant General Debt Collection section.
8. We undertake to commence the work within **seven (7) calendar days** of the date of the acceptance of this quotation.
9. I/We consent to the collection and use of the information I/we give to the Government of Bermuda in response to the solicitation document and agree to waive any right to challenge any decision made by the Government to disclose the information.

Dated this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2017

**SIGNED:**

(Signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Block letters) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duly authorized to sign Quotations for and on behalf of:

(Firm) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**WITNESS:**

(Signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Block letters) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Certificate of confirmation of non-collusion

**Notes for the Bidder**

The essence of Open Tendering is that the Government of Bermuda shall receive bona fide competitive Quotations from all persons tendering. In recognition of this principle, each company that submits a Quotation will be required, by way of the signature of a duly authorized representative of the company, to confirm that the Quotation has been submitted without any form of collusion.

The Certificate of Confirmation of Non-Collusion is a mandatory requirement from all bidders. Any Quotations 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 Bidder 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 Bidder and/or any party involved in the matter.

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

**Confirmation of non-collusion**

I/We certify that this is a bona fide Quotation, intended to be competitive and that I/We have not fixed or adjusted the amount of the Quotation 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 Quotation pack, or supplementary information provided to all Bidders.

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

(a) Communicating to a person other than the Quotation administrator the amount or approximate amount of my/our proposed Quotation (other than in confidence in order to obtain quotations necessary for the preparation of the Quotation for insurance) or

(b) Entering into any agreement or arrangement with any other person that he

shall refrain from tendering or as to the amount of any Quotation 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 Quotation.

Signed

(1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_

(2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_

For and on behalf of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Part 4 General Conditions

**1 Acceptance**

Acceptance of the Purchase Order shall affect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the seller shall bind purchaser unless agreed to in writing by a duly authorized official of Government.

**2 Payment**

* 1. Purchaser shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the seller’s invoice for the goods and copies of the shipping documents specified in this Purchase Order.
  2. Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
  3. Unless authorized by purchaser, the seller shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
  4. The prices shown in this Purchase Order may not be increased except by express written agreement of purchaser.

**3. Inspection**

3.1 Purchaser shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

3.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations

**4. Rights of the Purchaser**

In case of failure by the Seller to fulfill its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licenses, or to make delivery of all or part of the goods by the agreed delivery date or dates, Purchaser may, after giving the Seller reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

4.1 Procure all or part of the goods from other sources, in which event Purchaser may hold the Seller responsible for any excess cost occasioned thereby.

4.2 Refuse to accept delivery of all or part of the goods

4.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind.

**5. Late Delivery**

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with purchaser to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by Purchaser.

## General Purchase Order Terms and Conditions

**1. Acknowledgment**

Immediate acknowledgment of this order is required with full delivery information.

**2. Billing, Shipping, Pricing, etc.**

(a) Cash discount will be calculated from date acceptable invoice is received by us. By paying Seller’s invoices before the arrival and inspection of material, we avail ourselves only of the cash discount involved and do not thereby accept the quantity and quality as billed. Such payments are subject to future adjustments.

(b) No charges will be accepted by the Purchaser for crating, boxing, cartage, drayage, and storage or like services unless otherwise agreed.

(c) Invoicing against this order must be made separately from all other orders and must show complete order number including prefix and suffix.

(d) If this order does not specify price, it must not be accepted or filled at higher prices than last quoted or charged, without prior written approval of the Purchaser.

**3. Patents**

The Seller agrees to hold the Purchaser harmless from all claims for patent infringement arising out of the sale or normal use of the goods delivered hereunder.

**4. Compliance with Law**

The Seller warrants that all goods delivered shall comply with all applicable laws and regulations applying thereto.

**5. Responsibility for Accidents, Insurance Protection**

If the order involves work to be performed in behalf or for the benefit of the Purchaser elsewhere than on premises under the control of the Seller, or operations of any character by the Seller on the premises of the Purchaser, the Seller shall take all necessary precautions to prevent the occurrence of any accident, injury, or damage to any person or property during the progress of such work and shall be responsible for and shall indemnify the Purchaser against all loss, costs, claim or expense which may result in any way from any accident, injury, or damage either to person or property, or from the death of any person, by reason of any act or omission on the part of the Seller, its agents, employees or subcontractors, except to the extent that the accident, injury, damage or death is due solely and directly to the negligence or carelessness of the Purchaser. The Seller shall at all times maintain such Public Liability, Property Damage, and other applicable insurance as will protect the Purchaser from any and all of the foregoing risks, and from any and all claims, and shall supply upon request of the Purchaser certificates satisfactory to the Purchaser evidencing such coverage.

**6. Warranty**

Seller expressly warrants that all the material and work covered by this order will conform to the specifications, drawings, samples or other description furnished or specified by Purchaser and will be merchantable, of good material and workmanship and free from defect. Seller expressly warrants that all the material covered by this order, which is the product of the Seller, or is in accordance with Seller’s specifications, will be fit and sufficient for the purpose intended. These warranties shall survive acceptance of and payment for the said material or work.

**7. Rejection and Cancellation**

The Purchaser reserves the right to reject any portion or all the material which does not conform to specification in every particular and to return the rejected material to the manufacturer or seller for full credit, all charges collect, including incoming charges. Purchaser reserves the right to cancel all or any part of the undelivered portion of this order if Seller does not make deliveries as specified in the schedules, or if Seller breaches any of the terms hereof including the warranties of Seller.

**8. Changes in Specification** Purchaser reserves the right at any time to make changes in drawings and specifications as to any material and/or work covered by this order. Any difference in price or time for performance resulting from such changes will be equitable adjusted and the contract shall be modified in writing accordingly.

**9. Taxes, Duties, Freight**

Where shipments originate outside of Bermuda, certified invoices in three copies, one of which must be an original, must be forwarded immediately after shipment to Purchaser, accompanied by a copy of Shipper’s B/L, a copy of the Express receipt for Express shipments, or a copy of Export Declaration for mail shipments. Any reduction in Seller’s cost resulting from a reduction in freight rates, customs duties, import taxes, excise taxes and/or sales taxes from those in force on the date hereof is to be paid to Purchaser by Seller in reduction of the price of the goods ordered herein.

**10. Assignment**

This order shall not be assigned or otherwise transferred by the Seller without the Purchaser’s written consent.

**11. Insolvency**

Purchaser may forthwith cancel the contract resulting from the acceptance of this order in the event of the happening of any of the following: insolvency of the Seller’ the filing of a voluntary petition in bankruptcy; the filing of any involuntary petition to have Seller declared bankrupt provided it is not vacated within thirty (30) days from the date of the filing; the appointment of a Receiver or Trustee for Seller provided such appointment is not vacated within thirty (30) days from the date of such appointment; the execution by Seller of an assignment for the benefit of creditors.

**12. Tools**

Unless otherwise herein agreed, Seller at its own expense shall furnish, keep in good condition and replace when necessary all dies, tools, gauges, fixtures and patterns necessary for the production of the material ordered. Only the cost of changes in the aforementioned items necessary to effect design or specification changes ordered by the Purchaser under Paragraph 8 above shall be paid for by the Purchaser unless otherwise expressly agreed in writing. Purchaser has the option, however, to take possession of the title to any dies, tools, gauges, fixtures and patterns that are special for the production of the material covered by this order and shall pay to Seller the unamortized cost thereof; provided, however, that this option shall not apply if the material hereby ordered is the standard product of Seller or if a substantial quantity of like material is being sold by Seller to others.

**13. Interference with Delivery or Acceptance of Goods**

Neither party shall be liable to the other for default or delay in delivering or accepting delivery of the goods covered by this order if such default or delay shall have been caused directly or indirectly, by accident, fire, flood, riot, war, act of God, embargo, labor stoppage, delay of carriers, governmental order or regulation, complete or partial shutdown of plant by reason for any of the foregoing causes or by reason of inability to obtain sufficient raw material or power and/or any other like or dissimilar cause or causes beyond the reasonable control of the respective parties.

**14. Contract**

This purchase order contains a complete and final agreement between Seller and Purchaser and no agreement or other understanding in any way purporting to modify the terms and conditions hereof shall be binding upon Purchaser unless made in writing and signed by Purchaser.

**End of General Conditions**