



GOVERNMENT OF BERMUDA

Ministry of Public Works

Department of Works and Engineering

REQUEST FOR TENDERS (RFT)
FOR
Structural Engineering Support Services

Date Issued: May 25 2016



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Introductions

This RFT describes the scope of services required, the consultant selection process, and the minimum information that must be included in the tender. The Department of Works Engineering ["DWE"] reserves the right to withdraw this RFT or not to award a contract at any time. All submitted tenders become the property of the Government. Failure to submit information in accordance with this RFT's requirements and procedures may be cause for disqualification.

Background

Government of Bermuda, through the Ministry of Public Works, Department of Works and Engineering is soliciting tenders for as-needed structural engineering services to support the Structural Section Program.

The tasks listed are intended to describe the services to be provided. Please see the Scope of Services Required in **Appendix 1.1** for more details. The services listed are not all inclusive, but rather represent those normally expected during the performance of the contract.

- Design and Preparation of Tender Documents
- Project Management
- Investigations and Feasibility studies
- Administration,
- Planning Consultation

The Structural Section's program includes the management and undertaking of the planning, design and construction of engineering works for load bearing government infrastructure, including bridges, retaining walls, docks, wharfs, government buildings and any other structures located within service areas identified in this RFT.

Tenders are hereby requested from qualified companies to perform the required services in accordance with provisions outlined in this request for tenders (RFT). The As-needed contract will be negotiated and awarded for a base period of two years with the option to extend for one additional year based on need and performance. The Contract is tentatively scheduled to commence on 11th of July 2016.

The intent of this Request for Tenders (RFT) is to provide DWE, Structural Section with access to one (1) structural engineering firm that the section can utilized on an as-needed basis. The DWE does not guarantee any minimum amount of services to be performed for the duration of the contract.

Consultants may propose singularly, as a joint venture, or as prime and sub-consultant(s) in order to provide "full service" structural engineering services on an as-needed basis. The Department reserves the right to request tenders from listed or other firms for projects.

SCHEDULE FOR SELECTION AND AWARD



The Ministry anticipates that the process for selection of as-needed consultants and awarding the contract will be according to the following tentative schedule:

- | | |
|---|--------------------------------|
| 1. Issue RFP | May 25, 2016 |
| 2. Proposal due date | June 15, 2016 at 3:00 p.m. ADT |
| 3. Final selection and Cabinet approval | June 28, 2016 |
| 4. Notification of final selection | July 1, 2016 |
| 5. Contracts tentatively begin | July 11, 2016 |



INSTRUCTIONS TO TENDERERS

Part 1 General

1.1 Public Access to Information

- .1 Any information collected or used by or on behalf of the Government of Bermuda ("Government") under this solicitation document is subject to the Public Access to Information Act 2010 ("Act"). The information belongs to a class of information that might be made available to the general public under the Act. 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. 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 Tender return date: No later than **3:00 p.m. ADT, on 15 June, 2016**
- .2 Tenders shall be delivered to the Ministry of Public Works, Head Office, 3rd Floor General Post Office Building, 56 Church Street, Hamilton, no later than **3.00 pm on 15 June, 2016**
- .3 Late Tenders will not be accepted.

IMPORTANT:

TENDERS MUST BE PLACED IN THE TENDER BOX IN THE RECEPTION AREA OF THE MINISTRY OF WORKS AND ENGINEERING, NO LATER THAN THE TIME AND DATE SPECIFIED IN 1 (a) ABOVE. LATE SUBMISSION WILL NOT BE CONSIDERED

1.3 Brief Description of Scope of Services Required

- .1 The Ministry of Public Works requests the services of a Consultant engineering firm to provide professional engineering services as-needed to support the Structural Section Programs and upcoming Capital Projects and infrastructure developments as outlined in Appendix 1.1 - Scope of Services Required.
- .2 The tasks listed are intended to describe the services to be provided. See the Scope of Services Required for more details. The services listed are not all inclusive, but rather represent those normally expected during the performance of the contract.
 - o Design and Preparation of Tender Documents;
 - o Project Management;
 - o Investigations and Feasibility studies;
 - o Administration and;
 - o Planning Consultation.
- .3 The Consultant will be required to perform investigations and feasibility studies, prepare tender documents, create draft cabinet memorandum and provide site supervision when needed. In addition, the Consultant will also be required to provide engineer advice to the



Department of Planning for structural related applications and referrals.

The Structural Program includes the management and undertaking of the planning, design and construction of engineering works for load bearing government infrastructure, including bridges, retaining walls, docks, wharfs, government buildings and any other structures located within service areas identified in this RFT.

- .4 The Consultant will be required to work under the direction of the Chief Engineer or Designate as identified in the contract.
- .5 Contract Term will be twenty four (24) months anticipated to commence July 11, 2016 and to be completed July 10, 2018, with the option to extend the contract period for an additional 12 months (July 10, 2019) based on performance, project requirements, and availability of funds.

1.4 Eligibility and Qualification Requirements

- .1 This invitation to tender is only open to Tenderers who meet the criteria described herein.
- .2 The Consultant and the Consultant's specialist sub-Consultants must meet certain requirements, specified herein, in order to be considered as eligible Tenderers for the project. Consultants, sub-Consultants and contracting teams, which fail to meet with the requirements specified herein as to qualifications, will not qualify for this project, and their tenders will not be accepted.
- .3 The Consultant firm must provide consultant(s) who meet the requirements set out in Appendix 1.1 The Consultant must be able to provide engineering work needed by the Ministry commensurate with Best Practices.
- .4 The Consultant shall submit with his completed tender all appropriate documentation in order to demonstrate the necessary experience and expertise as noted in **Clause 1.4.3**. This shall include descriptions of relevant and similar past projects, details of their Project Team with resumes of key personnel to be assigned to the project and the names and full details of experience of any sub-Consultants.
- .5 Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements:
 - .1 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;
 - .2 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;
 - .3 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;
 - .4 All partners of the joint venture shall be liable, jointly and severally, for the execution of the Contract in accordance with the Contract terms and a relevant



statement to this effect shall be included in the authorisation mentioned under .2 above as well as in the Form of Tender and the Form of Agreement (in the case of a successful Tenderer); and

- .5 A copy of the Agreement entered into by the joint venture partners shall be submitted with the Tender.
- .6 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 as at the date of tender. Failure to provide the certificate of incorporation will render the tender void.
- .7 Legal Compliance, Tenderer must be in compliance with all applicable laws, rules, regulations of Bermuda.

1.5 Cost of Tendering

- .1 The Tenderer shall bear all costs associated with the preparation and submission of his Tender and the Government of Bermuda, Ministry of Public Works, hereinafter referred to as the Government, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Tendering process.



Part 2 TENDER DOCUMENTS

2.1 Content of the Tender Documents

- .1 The set of Tender documents issued for the purpose of Tendering includes the following documents, together with any Addenda thereto issued in accordance with Clause 2.3. Instructions to Tenderers
 - .1 Form of Tender
 - .2 Contract Data – Part 1 FORM OF AGREEMENT
 - .3 Contract Data – Part 2 CLIENT/CONSULTANT MODEL SERVICE AGREEMENT
 - .4 Appendix 1.1 Scope of Services Required
 - .5 Appendix 1.2 Equipment, Facilities and Services to be provided by the Client
 - .6 Appendix 1.3 Renumeration and Payment
 - .7 Appendix 1.4 Company Information
 - .8 Appendix 1.5 Confirmation of Non collusion
 - .9 Appendix 1.6 Evaluation Matrix and Criteria
- .2 The Tenderer 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 Tenderer's own risk.

2.2 Clarification of Tender Documents

- .1 Tenderer requiring any clarification of the Tender documents may notify the Government in writing, by emailing the email address indicated below.
- .2 The Government will respond in writing by email to any request for clarification which they receive earlier than three **(3) days prior to the deadline for the submission of Tenders**. 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 Tenderers who have provided contact details.
In the event that clarification is required, tenderers should submit questions via email to

Mr. Kirk Outerbridge at Email: keouterbridge@gov.bm
- .3 Tenderers should seek to clarify any points of doubt or difficulty with the Government before submitting a Tender.

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 his own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender documents by the issuance of an Addendum.
- .2 The Addendum will be sent in writing by email to all prospective Tenderers who have



collected the Tender documents from the Ministry and will be binding upon them. Tenderers shall promptly acknowledge receipt thereof by email to the:

Attention: Kirk Outerbridge
Email: keouterbridge@gov.bm

- .3 In order to afford prospective Tenderers reasonable time in which to take an Addendum into account in preparing their Tenders, the Government may, at their discretion, extend the deadline for the submission of Tenders in accordance with Clause 4.2.

Part 3 PREPARATION OF TENDERS

3.1 Language of the Tender

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

3.2 Documents Comprising the Tender

- .1 Written Tenders responses are to include a discussion of the consultant's approach to the as-needed service contract, a breakdown and explanation of project tasks, typical work type, a rate schedule, and documentation of firm and consultant qualifications. The proposal should be concise, well organized, and demonstrate the tenderers' qualifications and applicable experience. Tenderers will be evaluated based on the information submitted in accordance with Evaluation criteria. Tender submitted in response to this RFT must include:
 - .2 The following documents must be included in your Tender response;
 - .1 Executive Summary - Include a brief overview describing the highlights of tender.
 - .2 Company Information Form
 - .3 Certificate of Incorporation
 - .4 Certificate of Insurance issued by Comprehensive General Liability Insurer.
 - .5 Certificate of Insurance issued by Professional Liability Insurer
 - .6 Confirmation of Addenda received
 - .7 Project Approach – please discuss your company's overall approach to a typical as-needed project.
 - .8 Company Organizational Chart and resume profiles of Key Personnel - Information on eligibility and qualifications of personnel as required in Sub-Clause 1.4.3
 - .9 Names and addresses of two (2) referees who are able to give professional references relating to previous work



- .10 A document highlighting experience with similar projects
- .11 A list of any previous projects performed for Government (if applicable)
- .12 Form of Tender
- .13 Price and Rate Schedule Form
- .14 Signed copy of Certificate of Confirmation of non-Collusion
- .15 Any other materials required to be completed and submitted in accordance with the Instructions to Tenderers embodied in the Tender documents.

The Form of Tender, Forms, Certificates and Price Schedules provided shall be used without exception. One copy of the above is to be returned in accordance with Clause 3.7.

3.3 Tender Prices

- .1 Unless stated otherwise in the Tender documents, the Contract shall be for the complete Services as detailed in the Scope of Services and based on the completed Form of Schedule of Rates, as submitted by the Tenderer.
- .2 The Tenderer shall fill in Schedule of Rates for all items of Services described in the Form of Tender. Items against which no price is entered by the Tenderer 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 Tenderer 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 All duties, taxes and other levies payable by the Consultant 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 If this solicitation is amended, all terms and conditions that are not amended remain unchanged
- .6 Include an estimated schedule for progress payments, if any.

3.4 Special Considerations

- .1 All rates and prices in the schedule are to be inclusive of all other associated works as described in the Contract documents, materials, related accessories, storage, transport, assembly, placement, overhead and profit.
- .2 The rates in the schedule will be used to price additions to or deletions from the Contract.

3.5 Currencies of Tender

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



3.6 Tender Validity

- .1 Tenders shall remain valid and open for a period of one hundred and twenty (120) Calendar days after the date of Tender opening prescribed in Clause 4.2.
- .2 In exceptional circumstances prior to expiry of the original Tender Validity period, the Government may request the Tenderer for a specified Extension in the period of Validity. The request and the responses thereto shall be made in writing by email or by facsimile. A Tenderer may refuse the request and withdraw his Tender. A Tenderer agreeing to the request will not be required nor permitted to modify his Tender.

3.7 Format and Signing of Tenders

- .1 The Tenderer shall prepare one original set of the documents comprising the Tender as described in Sub-Clause 3.2 of these Instructions to Tenderers excluding the Evaluation matrix. The Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to bind the Tenderer to the Contract. All pages of the Tender where entries or amendments have been made shall be initialled by the person or persons signing the Tender.
- .2 The complete 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 Tenderer, in which case such corrections shall be initialled by the person or persons signing the Tender.
- .3 Only one Tender may be submitted by each Tenderer. No Tenderer may participate in the Tender of another for the same Contract in any relation whatsoever.

3.8 Safety and Health

- .1 All works must be carried out in strict accordance with the Bermuda Occupational Safety & Health Act, 1982 and Occupational Safety and Health Regulations of 2009.
- .2 Alcohol, Smoke and Drug-Free Policy All Government buildings and work sites are designated as alcohol, smoke and drug-free.

3.9 Insurance

The Tenderer shall submit evidence with his Tender, such as a copy of a certificate or a letter from his insurers, confirming insurance has been retained for the amount referenced in Appendix subclause 1.1.7.

3.10 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 TENDERS

4.1 Sealing and Marking of Tenders

- .1 The Tender(s) responses and copies of the Tender shall be as follows:

One (1) executed original, clearly marked on the cover



Two (2) additional hard copies of the proposal

- .2 The Tenderer shall seal the original of the Tender in an envelope or similar package.
- .3 The envelope shall:
 - .1 be addressed to:

Ministry of Public Works
General Post Office Building
3rd Floor, 56 Church Street
Hamilton HM CX
Bermuda
 - .2 bear the following identification:
 - .1 Tender for **“Provision of Structural Engineering Support Services”**
 - .2 The words **“DO NOT OPEN BEFORE 3:00 PM.”** on the date specified in the Invitation to Tender.
 - .3 The name and address of the Tenderer (to enable the Tender to be returned unopened in the event that it is declared late).
- .4 Each copy of the Tender shall be deposited in the Tender Box located at the office indicated in Sub-Clause 4.1.2 above.
- .5 If the envelope is not sealed and marked as instructed above, the Government will assume no responsibility for the misplacement or premature opening of the Tender submitted. A Tender opened prematurely for this cause will be rejected by the Government and returned to the Tenderer.
- .6 Failure to comply with requirements of this RFT will result in disqualification.

4.2 Deadline for Submission of Tenders

- .1 Tenders must be received by the Government at the address specified above no later than the date and time specified in the invitation to tender.
- .2 The Government may, at his discretion, extend the deadline for submission of Tender by issuing an amendment in accordance with Clause 2.3 in which case all rights and obligations of the Government and the Tenderers previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

4.3 Late Tenders

- .1 Any Tender received by the Government after the deadline for submission of Tenders prescribed by the Government, in accordance with Clause 4.2 will not be considered.

4.4 Modifications and Withdrawal of Tenders

- .1 The Tenderer may modify or withdraw his Tender after Tender submission, provided



that the modification or notice of withdrawal is received in writing by the Government prior to the prescribed deadline for submission of Tenders.

- .2 The Tenderer's modification or notice of withdrawal shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 4.1 for the submission of Tenders with the envelope additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.
- .3 Subject to Clause 5.3, no Tender shall be modified subsequent to the deadline for submission of Tenders.

Part 5 TENDER OPENING AND EVALUATION

5.1 Tender Opening

- .1 Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 4.4 shall not be opened. The Government will examine Tenders to determine whether they are complete, whether the documents have been properly signed and whether the Tenders are generally in order.
- .2 At Tender opening, a member of the Purchasing and Tendering Committee will announce the Tenderers' names and the Tender Prices.
- .3 The Government shall prepare, for its own records, minutes of the Tender opening, including the information disclosed to those present.

5.2 Process to be Confidential

- .1 Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations concerning the award of contract shall not be disclosed to Tenderers or other persons not officially concerned with such process until the award of the Contract to the successful Tenderer has been announced.
- .2 Any effort by a Tenderer to influence the Government in the process of examination, clarification, evaluation and comparison of Tenders, and in decisions concerning award of Contract, shall result in the rejection of the Tender.

5.3 Clarification of Tenders

- .1 To assist in the examination, evaluation and comparison of Tenders, the Government may ask Tenderers individually for clarification of their Tenders. 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.

5.4 Preliminary Examination - Determination of Responsiveness

- .1 Prior to the detailed evaluation of Tenders, the Government will determine whether each Tender is substantially responsive to the requirements of the Tender documents.
- .2 For the purpose of this Clause, a substantially responsive Tender is one which conforms to all the terms, conditions and specifications of the Tender documents without material



deviation or reservation.

- .3 A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the Works, or which limits in any substantial way, inconsistent with the Tendering documents, the Government's rights or the Tenderer's obligations under the Contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.
- .4 A Tender determined as not substantially responsive will be rejected by the Government.

5.5 Correction of Errors

- .1 Tenders determined to be substantially responsive will be checked by the Government for any arithmetic errors in computation and summations. Errors will be corrected by the Government as follows:
 - .1 Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
 - .2 Where there is a discrepancy between the individual lump sums and the total amount derived from the sum of the individual lump sums, the individual lump sums as quoted will govern, and the total amount will be corrected.
- .2 The amount stated in the Form of Tender will be adjusted by the Government in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount of the Tender, the Tender will be rejected.

5.6 Evaluation and Comparison of Tenders

- .1 The tenders submitted will be evaluated in a two-stage process. During the preliminary stage, a determination will be made as to whether all requested information has been provided.
- .2 A short list of potential contractors will be developed, and their tenders will be scored utilizing an evaluation matrix with the following evaluation criteria: (i) experience and capability; (ii) financial analysis; and (iii) Social, Environmental and Economic. Scores will be entered in to the evaluation matrix.
- .3 The tender assessment will take into consideration the submitted tender documents inclusive of each Tenderer's prices, schedule of rates, qualifications, overall relevant experience in relation to this type of work, and the applicable qualifications of the team and each team member proposed to be used to undertake the work. The Government reserves the right to accept or reject any variations, deviations or alternative offers. Variations, deviations and alternative offers and other factors which are in excess of the requirement of the tendering documents or otherwise result in the accrual of unsolicited benefits to the Government shall not be taken into account in the tender evaluation.
- .4 The Government will evaluate and compare only Tenders determined to be substantially responsive to the requirements of the Tendering documents in accordance with Clause
- .5 In evaluating Tenders, the Government will determine for each Tender, the Evaluated



Tender Price, by adjusting the Tender Price as follows:

- .1 Making any correction for errors pursuant to Clause 5.5;
- .2 Making an appropriate adjustment for any acceptable quantifiable variations, deviations or alternative offers not reflected in the Tender Price or in the above-mentioned other adjustments.
- .6 The tender assessment will take into consideration the submitted tender documentation inclusive of the tendered prices; schedule of rates; the proposed methodology; the firm's nationality, qualifications and overall relevant experience in relation to this type of work; and the applicable qualifications, nationality and the experience of the team and each team member proposed to be used to undertake the work.
- .7 The substantially responsive tenders will be evaluated according to the evaluation/weighting criteria (i) Experience and Capability 60%; (ii) Financial Analysis 30%; (iii) Social, Environmental and Economic Criteria 10%. A copy of the tender evaluation matrix is given in Annex E and applicants are strongly advised to study this carefully before completing their tender application.
 - .1 The evaluation committee may seek written clarification from any or all prospective Tenderers in order to better understand and evaluate the tender.
- .8 The Government reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the Tendering documents or otherwise result in the accrual of unsolicited benefits to the Government shall not be taken into account in Tender Evaluation.
- .9 Price adjustment provisions applying to the period of execution of the Contract will be considered in the Tender Evaluation.
- .10 The Government reserves the option to invite short-listed tenderers or teams for selection interview.
- .11 Based on the Tender and/or the interviews, the panel will rank each based on the evaluation criteria listed and make award recommendations to senior management.

As a result of this RFT process, a list of qualified as-needed consultants will be established. Upon the need for service, the Ministry may request an as-needed consultant to submit a project-specific scope of work, schedule, and cost proposal. The Ministry may enter into negotiations with the consultant that will cover scope of work, schedule, terms and conditions, technical specifications, and costs. If the Ministry is unable to reach an acceptable agreement with a specific consultant, Ministry Staff may enter into negotiations with another consultant.

Part 6 AWARD OF CONTRACT

6.1 Award Criteria



- .1 Subject to Clause 5.5, the Government will award the Contract to the Tenderer 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 based on the criteria and weightings above in 5.6.3. This may not be the lowest priced tender received.
- .2 The Government does not bind himself to accept the lowest or any Tender and reserves the right to reject any Tender 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.
- .3 The Government may declare the Tendering void when it is evident that there is a lack of competition or there has been collusion. All Tenders may be rejected if substantially higher than the budget.
- .4 Award of the Contract is not a guarantee for any minimum amount of services to be performed by the Consultants or availability of work for all companies on the list or for all companies on the team.

6.2 Notification of Award

- .1 Prior to the expiration of the period of Tender Validity prescribed in paragraph 6.2 the Government will notify the successful Tenderer by email and/or by registered letter that its Tender has been accepted. This letter (hereinafter and in the Conditions of Contract called "Letter of Acceptance") shall name the sum which the Government will pay to the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract amount").
- .2 The successful tender together with the Letter of Acceptance will constitute the formation of a binding contract unless and until a formal agreement is executed
- .3 The successful tenderer will be required to enter into a contractual agreement, inclusive of insurance requirements, with the Ministry of Public Works in accordance with the **sample contract agreement attached hereto**. (The Conditions of Contract are the **Client/Consultant Model Services Agreement, General Conditions, Fourth Edition, 2006**, published by the Federation Internationale des Ingenieurs-Conseils (FIDIC),
- .4 Failure or refusal to enter into an Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award. If the highest ranked tenderer refuses or fails to execute the Agreement, the Ministry may, at its sole discretion, enter negotiations with and award the Contract to the second highest ranked tenderer, and so on.
- .5 The Government will promptly notify the unsuccessful Tenderers that their Tenders have been unsuccessful.

6.3 Signing of Contract Agreement

- .1 At the same time that the Government notifies the successful tenderer that its tender has been accepted, the Government will send the Tenderer the Form of Agreement provided in the Tendering documents, incorporating all agreements between the parties.



The contract award is subject to additional conditions, prior to commencement of services copies of insurance.

- .2 Within Seven (7) days of receipt of the Form of Agreement, the successful Tenderer shall sign the Form and return it to the Government.

END OF INSTRUCTIONS TO TENDERERS