



GOVERNMENT OF BERMUDA

Ministry of Public Works

Department of Works and Engineering

**Request for Tenders
for
Fabrication, Delivery and Installation
of
Access Platforms**

at

**Tynes Bay Waste to Energy Facility
31 Palmetto Road
Devonshire DV05**

Project No : 31/355 Expansion Project

Issue Date: 30th June, 2016

Closing Date: 10th August, 2016



Date: 30th June, 2016

Dear Bidders

Dear Sir/Madam:

Re: INVITATION TO TENDER FOR ACCESS PLATFORMS

Project: FABRICATION, DELIVERY AND INSTALLATION OF ACCESS PLATFORMS

You are invited to provide and submit a competitive bid for the above mentioned work; we hereby enclose the following documents on which your bid should be based:

- Notice of Intent to Respond
- Instructions to Bidders
- Scope of Work
- Tender Documentation Instructions
- Tender Documents
 - General Provisions
 - Form of Tender and Appendix to Form of Tender
 - Draft Form of Agreement and Appendix to Form of Agreement
 - Appendix I – Acknowledgment Letter of Standard Form of Agreement
 - Appendix II – Certificate of Non Collusion
 - Appendix III – Pricing
 - Appendix IV – Company Information Form
 - Drawings
 - Drawing Numbers STGP-01 to -10 inclusive
 - Contract Documents:
 - FIDIC Short Form of Contract
 - Part 1 - General Conditions
 - Part 2 - Particular Conditions

Introduction:

The following is an abbreviated scope of work intended to provide potential bidders with information as to the size and nature of the project in its entirety. Bidders are to refer to the specific bid packages that have been provided along with associated drawings and specifications for the complete scope of work for bidding per the individual categories briefly described below.

- Project- Fabrication, Delivery and Installation of Access Platforms
- Project Site - 31 Palmetto Road, Devonshire, Bermuda DV05
- Project - Tynes Bay Expansion Project, Steam Turbine/Generator



Project Description:

Following completion of the Steam Turbine/Generator Installation at Tynes Bay, it is now required to install platforms to provide safe access to the various equipment.

This contract comprises:

- Fabrication of steel frames and components.
- Hot dip galvanising of all fabricated steelwork
- Fabrication of handrails and ladders
- Delivery to site of all fabricated steelwork, handrails, ladders and all associated fasteners
- Supply and delivery to site of all fibre reinforced plastic platform decking with all associated clips and fastenings.
- Installation and erection of all delivered materials within the new turbine building at Tynes Bay.
- Preparation and painting of handrails with the specified colours

Key Dates

Tender Issue Date: 30th June, 2016

Tender Closing Date: 10th August, 2016

Project Scheduled Dates: To Be Agreed – Bidders to submit a preliminary schedule indicating timescales and milestones

Site Visit

Note: A site visit by a bidding contractor or contractor's representative is a mandatory requirement for the purpose of this Tender. Failure to visit the site will disqualify you from the bid process.

Please note that all costs incurred for bid development shall be borne by the bidder. A site visit can be arranged via email inquiry with the Senior Project Manager (see contact details below)

Point of Contact:

Mr. Nasir Wade, The Maintenance Engineer, or Stuart Matthews, the Operation Engineer at the Tynes Bay Waste-to-Energy Facility for the Department of Works and Engineering within the Ministry of Public Works, will be the Contract Technical Representatives for this Tender.

Mr. Wade can be reached by telephone on 441-278 0536 or by email at: nrwade@gov.bm

Mr. Matthews can be reached by telephone on 441-278 0539 or by email at: shmatthews@gov.bm



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Tender Return Submittal:

Please submit your tender in a sealed envelope marked "Steam Turbine Project Access Platforms" and bearing the name of the tenderer, to the Tender Box at the Ministry of Public Works, located on the 3rd floor of the Post Office Building, 56 Church Street, Hamilton by 3:00 p.m. on Wednesday, 10th August 2016.

NOTE: Late Tenders will not be considered.

Thank-you in advance for offering a competitive bid on this project.

Yours faithfully,

A handwritten signature in black ink, appearing to read "Kirk Outerbridge".

Kirk Outerbridge
Acting Chief Engineer
On behalf of Ministry of Public Works



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Tynes Bay Waste to Energy Facility

Notice of Intent to Respond



SECTION 1 - Notice of Intent to Respond

Note: Receipt of this completed form will assist the Government of Bermuda in calling for future bids. Please complete and submit this form by email prior to the closing date and time as shown on the Request for Quotation/Proposal/Tender form to nrwade@gov.bm and shmatthew@gov.bm

I intend to respond **Yes** **No** **If No Please give check box below**

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

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

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



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Instructions to Bidders



1.10 INSTRUCTIONS TO BIDDERS

1.10.1 General Information

Public Access to Information (PATI)

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

Schedule Dates:

Tender Submission Date Deadline: Wednesday 22nd June, 2016

Tender Submission Time Deadline: 3:00pm Atlantic Time

Project Date: TBD

1.10.2 Description of Works

The Government of Bermuda acting through the Tynes Bay Waste-to-Energy Facility of the Department of Works and Engineering within the Ministry of Public Works (“Employer”) requests the services of a single contractor to provide materials, equipment, and labour for the Fabrication, Delivery and Installation of Access Platforms.

The Employer is located in Devonshire, Bermuda, and operates two (2) Heat Recovery Steam Generators (“Streams”) combusting municipal solid waste which drive a steam turbine and generator for the production of electrical power.

Broadly, the scope of work for the Employer requires the following work to be performed (“Works”):

Following completion of the turbine/generator installation it is now necessary to provide safe access to the various equipment.

- Steel framework fabrication and hot dip galvanizing
- Handrail and access ladder fabrication.
- Procurement of FRP decking
- Supply and delivery of all materials
- Installation of all materials in an operating environment.
- Painting of handrails and ladders.



1.10.3 Eligibility and Qualification Requirements

This invitation to tender is only open to bidders who meet the criteria described herein.

The bidder and the bidder's sub-contractors must meet certain requirements, specified herein, in order to be considered as eligible Bidders for the project. Contractors, sub-contractors and contracting teams, who fail to meet the requirements specified herein as to qualifications, will not qualify for this project, and their tenders will not be accepted.

The bidder must demonstrate that their firm, team leader of their staff and subcontractor staff meet the following requirements:

- Minimum of three (3) years of steel fabrication experience.
- Up-to-date Welding certificate
- Staff responsible for supervision of the service provided: minimum three (3) years of experience
- The bidder shall submit with his completed tender all appropriate documentation in order to demonstrate the necessary experience and expertise as noted. This shall include descriptions of relevant and similar past projects, details of their Project Team with resumes of key personnel to be assigned to the project and the names and full details of experience of any sub-contractors.
- The bidder shall submit references supporting their performance to time and budget constraints on previous projects. Particular reference should be made to projects of a similar nature.
- In addition, the bidder shall provide a reference from a bank or other financial institution confirming the bidder's capacity to provide the necessary financial resources to complete the works in accordance with the contract and schedule.
- The bidder shall demonstrate that they have no outstanding payments to be made to the Government of Bermuda.
- Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements:
 1. The Tender Documents, and in the case of a successful bidder, 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 authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
 3. The partner in charge shall be authorized 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;



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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 authorization mentioned under 2. above as well as in the Form of Tender and the Form of Agreement (in the case of a successful Bidder); and
5. A copy of the agreement entered into by the joint venture partners shall be submitted with the Tender.
6. All corporate bidders must include, with their tenders, a copy of the company's Certificate of Incorporation and a Certificate of Good Standing or its equivalent 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 and the Certificate of Good Standing or its equivalent will render the tender void.

1.10.4 Cost of Tendering

The Bidder shall bear all costs associated with the preparation and submission of his Tender and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

1.10.5 Site Inspection

1. **The Bidder is advised that a mandatory site visit is required as a pre-requisite component in order to be eligible to Tender. Failure by a bidder to visit the site is grounds for Tender rejection.**
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 work and materials necessary for the completion of the Works, and in general to have obtained all necessary information as to the risks, contingencies and other circumstances which may influence or affect their Tender.
3. Bidders will be granted permission by the Employer and in the company of the Senior Project Manager, 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 Employer 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 construction contract; including local conditions, constraints due to working in an occupied and operational building with restricted hours, 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 they 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 after claim will be allowed or considered for any work that may be required for the proper



execution and completion of the work, due to failure by the bidder to examine the site and make proper allowances for the conditions to be encountered.

1.10.6 Contractor's Schedule

1. Bidders are advised that in order to comply with the tendering procedure, bidders shall include with their completed tenders a statement of the length of time required to complete the Works. A complete detailed schedule for completion of the works shall be provided during tender submission in order to fully evaluate the tenders.
2. The schedule shall be in the form of a Gantt chart in electronic format (Microsoft Project) and will be fully detailed to include all construction activities from commencement to completion of the project. All critical path construction activities will be identified. The key milestones in the construction process will also be identified.
3. Tenders are to specify their most cost effective completion date.
4. The bidder shall make every effort to complete the Works by the stipulated completion date if provided, and shall adjust his/her schedule of activities accordingly.
5. The bidder shall pay extra costs to complete the work on schedule, which may be achieved by: increasing the labour force; increasing working hours either by overtime or by using shifts; using more equipment and machinery; or any other procedure which must be used.
6. The bidder shall include in its tender for any overtime or abnormal shift required to complete the project. Allow for extra care to minimize disruptions in an operational facility.

1.10.7 Health & Safety

All work carried out must be in accordance with the Health & Safety Act of 1982 and subsequent revisions.

Please Note: The Works and Engineering policy provides that no alcohol or prohibited drugs shall be consumed on the site or in any vehicle related to the work or services provided. Also, no employee of the contractor or sub-contractor shall be under the influence of alcohol or drugs whilst at work.

All persons to be employed on the site at Tynes Bay, including supervisors, must undertake the Tynes Bay Safety Orientation before entering the site for work.



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Tender Documentation Instructions



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1.20 TENDER DOCUMENTATION INSTRUCTIONS

1.20.1 Content of the Tender Documents

The set of Tender documents issued for the purpose of Tendering includes the documents stated below, together with any Addenda thereto issued [and any minutes of pre-bidders meetings].

- Notice of Intent to Respond
- Instruction to Bidders
- Scope of Work
- Tender Documentation Instructions
- Tender Documents
 - General Provisions
 - Form of Tender and Appendix to Form of Tender
 - Draft Form of Agreement
 - Appendix I - Acknowledgment Letter of Standard Form of Agreement
 - Appendix II - Certificate of Confirmation of Non-Collusion
 - Appendix III - Pricing
 - Appendix IV - Company Information
 - Drawings – STGP 1 to STGP 11 Inclusive
 - Contract Documents:
 - FIDIC Short Form of Contract
 - Part 1 - General Conditions
 - Part 2 - Particular Conditions

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.

The tender forms and drawings & specifications are available in PDF format upon request. Submit request via email to nrwade@gov.bm and shmatthews@gv.bm and state in the email subject line "Steam Turbine Access Platforms". In addition these will be posted on www.opmp.gov.bm Office of Project Management & Procurement Notices website.

1.20.2 Clarification of Tender Documents

1. A prospective Bidder requiring any clarification of the Tender documents may notify the Employer in writing, via email at the Employer's email address as indicated. The Employer will respond in writing by email to any request for clarification which they receive earlier than 3 days prior to the deadline for the submission of Tenders. Written copies of the Employer'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.



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2. Submission of written queries shall be sent to the following email address: nrwade@gov.bm and shmatthews@gov.bm

1.20.3 Amendment of Tender Documents

1. At any time prior to the deadline for submission of tenders, the Employer may, for any reason, whether at his 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 sent in writing by email to all prospective bidders who have received the tender documents from the designated distributor authorised by the Ministry and will be binding upon them. Prospective bidders shall promptly acknowledge receipt thereof by email to the following:

Ministry of Public Works,
Tynes Bay Waste to Energy Facility
31 Palmetto Road Devonshire, Bermuda DV05
Email: nrwade@gov.bm and shmatthews@gov.bm

3. In order to afford prospective bidders reasonable time in which to take an addendum into account in preparing their tenders, the Employer may, at their discretion, extend the deadline for the submission of tenders.

1.30 PREPARATION OF TENDERS

1.30.1 Language of the Tender

The tender prepared by the Bidder and all correspondence and documents relating to the Tender exchanged by the Bidder and the Employer, shall be written in the English language.

1.30.2 Documents Comprising the Tender

The Tender to be prepared by the Bidder shall contain the following:

Tender Forms – Mandatory

Form of Tender and Appendix to Form of Tender;

Confirmation of addenda received

Information of Qualification and Eligibility as set out in sub-clause 1.3 of firm and personnel for the services and works

Tender Price Breakdown;

Health and Safety Plan for Works;

Company Information Forms

Confirmation Certificate of Confirmation of Non-Collusion;



1.30.3 Additional Required Documentation

Letter from principal bank confirming credit status of bidder;

Eligibility and qualifications of firms and personnel;

Contractor's Certificate of Incorporation;

Contractor's Certificate of Good Standing (or its equivalent)

1.30.4 Additional Required Documentation

Project Construction Schedule of Works;

Method Statement about how the installation is to be completed

Any other materials required to be completed and submitted in accordance with the Instructions to Bidders embodied in the Tender documents.

The Tender Forms provided shall be used without exception. One copy set of the above is to be returned in accordance to the instructions provided.

1.30.5 Tender Prices

1. Unless stated otherwise in the Tender documents, the contract shall be for the whole Works as detailed in these documents and shown on the drawings and based on the completed Form of Tender lump sum, as submitted by the bidder.
2. The Bidder shall fill in separate prices for all line items of Works described in the Tender Price Breakdown. Items against which no price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other lump sum prices in the Tender Price Breakdown.
3. 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 Tender, shall be included in the rates and prices and total Tender.

1.30.6 Currencies of Tender

The lump sum prices and rates shall be quoted in Bermuda dollars.

1.30.7 Tender Validity

Tenders shall remain valid and open for a period of 90 calendar days after the date of Tender opening. In exceptional circumstances prior to expiry of the original Tender Validity period, the Employer may request the bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing by email. A bidder may refuse the request and withdraw its Tender. A bidder that agrees to the request will not be required or permitted to modify his Tender.



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1.30.8 Format and Signing of Tenders

1. The bidder shall prepare one original set of the documents comprising the Tender as described in the 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 initialed by the person or persons signing the Tender.
3. The complete Tender shall be without alterations, interlineations or erasures, except those to accord with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the Tender.
4. Only one bid package may be submitted by each bidder. No bidder may participate in the Tender of another for the same contract in any relation whatsoever.

1.40 SUBMISSION OF TENDERS

1.40.1 Sealing and Marking of Tenders

Please submit your tender in a sealed envelope marked "Steam Turbine Access Platforms" and bearing the name of the tenderer, to the Tender Box at the Ministry of Public Works, located on the 3rd floor of the Post Office Building, 56 Church Street, Hamilton before 3:00 p.m. Atlantic Time on Wednesday 10th August 2016."

NOTE: Late Tenders will not be considered.

Attention: Tender Committee
Ministry of Public Works
Post Office Building
56 Church Street,
Hamilton, Bermuda

The submission should also bear the following identification:
Tynes Bay Expansion Project, Steam Turbine Access Platforms

1.40.2 Deadline for Submission of Tenders

1. Tenders must be received at the physical address specified above no later than **10th August, 2016 at 3:00 pm Atlantic Time** per the date specified on the Tender Letter.
2. The Employer may, at his discretion, extend the deadline for submission of Tenders by issuing an amendment in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.



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1.40.3 Late Tenders

Any Tender received by the Employer after the deadline for submission of Tenders prescribed by the “Employer”, will be returned to the bidder.

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 “Employer” prior to the prescribed deadline for submission of Tenders.
2. The bidder’s modification or notice of withdrawal shall be prepared, marked and delivered via email to the following email address: procurement@gov.bm for the submission of Tenders which should additionally bear the subject “MODIFICATION” or “WITHDRAWAL” as appropriate.

No Tender shall be modified subsequent to the deadline for submission of Tenders.

1.50 TENDER OPENING AND EVALUATION

1.50.1 Tender Opening

Tenders for which an acceptable notice of withdrawal has been submitted accordingly shall not be opened. The Employer will examine Tenders to determine whether they are complete, whether the requisite Tender Securities have been furnished, whether the documents have been properly signed and whether the Tenders are generally in order.

Tenders shall be opened after 3:00 pm on 10th August, 2015 Atlantic Time.

1.50.2 Process to be Confidential

1. After the opening of Tenders, information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process until the award of the contract to the successful bidder has been announced.
2. Any effort by a bidder to influence the Employer 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 bidder’s Tender.

1.50.3 Clarification of Tenders

To assist in the examination, evaluation and comparison of Tenders, the Employer may ask Bidders individually for clarification of their Tenders. The request for clarification and the response shall be in writing via email but no change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer during the evaluation of the Tenders.



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1.50.4 Determination of Responsiveness

1. Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender is substantially responsive to the requirements of the Tender documents.
2. For the purpose of this Clause, a substantially responsive Tender is one which conforms to all the terms, conditions and specifications of the Tender documents without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the Works, or which limits in any substantial way, inconsistent with the Tendering documents, the Employer's rights or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantially responsive Tenders.
3. If the Tender is not substantially responsive to the requirements of the Tender documents, the Employer reserves the right to request further information to make the Tender fully responsive.

1.50.5 Correction of Errors

Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors in computation and summations. Errors will be corrected by the Employer 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.

The amount stated in the Form of Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of the Tender, its Tender will be rejected.

1.50.6 Evaluation and Comparison of Tenders

The Employer will evaluate and compare only Tenders determined to be substantially responsive to the requirements of the tendering documents. Tenders will be evaluated under the following high level heading and weighing: Experience and Capacity - 30%, Financial Analysis - 50%, Social, Environmental and Economic Criteria 20%.

The tender assessment will take into consideration the submitted proposal documentation inclusive of the tendered prices; the firm's qualifications and overall relevant experience in relation to this type of work; and the applicable qualifications and the experience of the team and each team member proposed to be used to undertake the work.



1.50.7 Tender Matrix Sample

The following criteria will be used to evaluate the tenders submitted. It is therefore incumbent on ALL tenderers to ensure that the information necessary for each item to be evaluated and scored is submitted with each tender.

ITEM	CRITERIA	WEIGHT			
	Section 1: Experience & Capability:				
1.1	Does the bidder clearly demonstrate the ability to deliver the requirements of the tender?	9.0%			
1.2	Did the bidder offer evidence of experience with projects of a similar technical level?	5.0%			
1.3	Did the bidder offer sufficient evidence of experience with completing projects within timescales and budgets?	5.0%			
1.4	Is the bidder able to complete the work within the required timescale and is the submitted schedule realistic and acceptable?	4.0%			
1.5	Does the bidder state that they have sufficient, suitably experienced resources available?	4.0%			
1.6	Does the bidder have a good track record in Health & Safety?	2.0%			
1.7	Were the bidders references positive about their experience of working with the contractor/supplier, and would they use them again?	1.0%			
	Total Score - Section 1	30.0%			
	Section 2: Financial Analysis:				
2.1	Tender price	40.0%			
2.2	The Bidder is in a stable financial position	5.0%			
2.3	The bidder has no outstanding Government debt	5.0%			
	Total Score - Section 2	50.0%			
	Section 4: Social, Environmental & Economic criteria				
3.1	Percentage of workforce that are Bermudian	10.0%			
3.2	Does the bidder offer evidence of providing apprenticeships/training positions or being willing to offer them?	2.5%			
3.2	Does the bidder have an environmental, Health and Safety policy in place?	5.0%			
3.3	Has the bidder given evidence that they have participated in appropriate business skills training e.g. The BSBDC Construction Incubator?	2.5%			
	Total Score - Section 3	20.0%			

Total evaluated score 100%



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In the Financial Analysis of the tenders, the Employer will consider the lump sum amounts to determine the best value for money in combination with the result of the technical analysis.

The Employer 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 Employer shall not be taken into account in tender evaluation.

Price adjustment provisions applying to the period of execution of the Contract will be considered in the tender evaluation.

1.60 AWARD OF CONTRACT

1.60.1 Award Criteria

The Employer 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 Employer, has offered the best proposal taking into consideration the Tender price, the contractor's capability and available resources to carry out the contract effectively and the contractor's construction schedule. This may not be the lowest tender received.

1.60.2 Employer's Right to Accept or Reject Tenders

- 1. It should be noted that there is a mandatory site visit stipulation for this project. Failure to participate in the pre-requisite site visit shall render your Tender ineligible and will in course provide grounds for Tender rejection.**
- The Employer 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 Bidder, or Bidders or any obligations to inform the affected bidder or bidders of the grounds for the Employer's action.
- The Employer may declare the Tendering process 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.

1.60.3 Notification of Award

- Prior to the expiration of the period of Tender Validity prescribed by the Employer, the Employer will notify the successful Bidder by email or facsimile confirmed in writing by registered letter that his Tender has been accepted. This letter (hereinafter and in the Conditions of Contract called "Letter of Acceptance") shall name the sum which the Employer 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 Price").
- The notification of award in writing will constitute the formation of the Contract.



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3. The Employer will promptly notify the unsuccessful bidders that their tenders have been unsuccessful.

1.60.4 Signing of Contract Agreement

1. At the same time that he notifies the successful Bidder that his Tender has been accepted, the Employer will send the Bidder the Form of Agreement provided in the Tendering documents, incorporating all agreements between the parties.
2. Within 14 days of receipt of the Form of Agreement, the successful Bidder shall sign the Form and return it to the Employer.



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General Provisions



General Provisions

3.10 Worksite Location & Requirements

- Steel fabrication shall be performed in a properly equipped fabrication shop either within Bermuda or overseas
- Installation work shall be performed on-site at the Tynes Bay Waste to Energy Facility.
- Only areas designated for lay down areas shall be utilized for storage of materials and equipment. A site plan shall be provided in the package
- All contractors and sub-contractors shall comply with site safety regulations, protocols and operational requirements. Tynes Bay Waste to Energy management reserves the right to remove any individual from the site due to failure of compliance, at the contractor's expense
- All workers including subcontractors shall undergo a safety orientation with the onsite Health & Safety personnel prior to initiating work at the facility
- All workers shall comply with safety regulations in reference to appropriate clothing and safety equipment. Contractors shall be responsible for ensuring that their personnel are properly attired and equipped in accordance with Plant Safety regulations. This includes but not limited to the following:
 - Safety helmet
 - Steel toe safety shoes
 - Safety eyewear
 - Long pants and shirts
 - Hearing protection as required

3.20 General Contractor Conditions

- It shall be the responsibility of the contractor prior to bidding this job, to seek clarification to any unclear items on the specification documentation and inform themselves of existing site conditions. Failure to do so will in no way relieve the successful contractor from work that may be required to carry out the terms of the contract, in accordance with the true intent and meaning of the specifications at no additional cost to the Bermuda Government.



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- The contractor employees and all subcontractors working under the supervision of the contractor shall comply with all security regulations, and shall sign in and out daily with Operations Department at the designated area. The contractor shall submit to the Bermuda Government Project Engineer or designated representative a list of people who will be working for him/her in the plant at least one (1) week in advance of their entry into the plant. This list must include each person's name, company affiliation and position/relation to the contractor's business.
- The contractor must inform his/her employees of the working conditions and the possible safety implications. The contractor shall ensure that his/her employees follow all Tynes Bay Waste to Energy Facility Safety and Work regulations and the contractor shall ensure sound engineering methods in the repairs of these areas.
 - The contractors will also be responsible for maintaining a safe, clean and organized work area as to ensure safe operational conditions for plant personnel. All equipment and materials shall be stored in an organized manner in the designated area unless permission to do otherwise has been approved by the Government Project Engineer/Manager or designated plant representative.
 - The contractor shall be responsible for correcting any abnormal conditions that are a result of the contractor or subcontractor (contracted by the contractor) actions. The Bermuda Government can elect to have the contractor correct the problem or back charge the contractor for all expenses incurred to correct the problem. This includes but not limited to clean up of materials left behind when applicable.

3.30 Quality Control & Quality Assurance

- Contractor shall perform all work related scope within the design specifications provided.
- Contractor shall provide and ensure all Quality Control and Quality assurance measures for related welding work are adhered to in accordance with Welding Procedure Specifications which have been previously reviewed and approved by Bermuda Government designated representative.
- Contractor shall provide Welding Certifications



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Form of Tender



4.10 FORM OF TENDER

TENDER TO: The Government of Bermuda, Ministry of Public Works

1. We confirm that we have submitted a bona fide Tender, 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. Having examined the Instruction to Bidders, Conditions of Contract, site specific information, the Drawings and Specifications, and Addenda Nos. inclusive for the execution of the above named Works, we, the undersigned, offer to execute and complete the whole of the said works and remedy any defects therein in conformity with the Conditions of Contract, Specifications, Drawings, and Addenda for the lump sum of

_____ (words)

_____ (figures)

3. We consent to the collection and use of the information 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.

4. We acknowledge that both the Appendix and Form of Tender form part of our Tender.

5. We undertake, if our Tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to the Tender.

6. We confirm that our Tender shall remain open for acceptance by the Government of Bermuda for a period of 90 working days from the date of this undertaking and we shall not withdraw this Tender during this period.

7. Unless and until a formal Agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

8. We understand that you are not bound to accept the lowest or any tender that you may receive.

9. We confirm having received and complied with addenda numbers _____ to _____ (if any).

10. We confirm that we, the undersigned, are conducting business as a proper legal entity and are not delinquent in making payments for outstanding debts for Government receivables such as Social Insurance contributions, Payroll Tax and Public Works (formerly Works & Engineering) fees.



Along with pricing for the line items in section **Pricing**, response should include the following information:

Form of Tender continuation

- a. A schedule for the entire work scope in Gantt chart format. Gantt chart shall illustrate fabrication, delivery and installation appropriately
- b. Intended crew size and make up
- c. Intended shift schedule e.g. hours per shift

Dated this _____ day of _____,

SIGNED:

(signature) _____ in the capacity of _____

(block letters) _____

Duly authorized to sign tenders for and on behalf of:

(firm) _____

(address) _____

WITNESS:

(signature) _____

(block letters) _____

Occupation _____



4.20 Appendix to Form of Tender

This Appendix forms part of the Tender. The Contractor shall ensure the following information is completed before submitting the bid and include this Appendix with the Tender Submission. See the Form of Contract for referenced Sub-Clauses.

The Contract will comprise:

- 1. FIDIC Short Form of Contract (1999) Part 1 General Conditions and Part 2 Particular Conditions

The articles shall be completed as follows:

Sub-Clause	Item	Data
1	General Provisions	
1.1.1	Documents forming the Contract listed in order of priority (delete if not applicable)	Document Identification
	(a) The Agreement	_____
	(b) Letter of Acceptance	_____
	(c) Client’s Request for Proposal	_____
	(d) Addenda	_____
	(e) Particular Conditions	_____
	(f) General Conditions	_____
	(g) The Specification	_____
	(h) The Drawings	_____
1.1.9	Time for Completion	_____ days
1.4	Law of the Contract	Laws of Bermuda
1.5	Language	English
2	The Employer	
2.1	Provision of Site	On the Commencement Date
3	Employer’s Representatives	_____
3.1	Authorised Person	Chief Engineer
3.2	Name and address of Employer’s representative (if known)	Chief Engineer Ministry of Works and Engineering, 56 Church Street, Hamilton, HM12



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Sub-Clause	Item	Data
4	The Contractor	
4.4	Performance Security (if any):	
4.4	Amount	Not applicable
4.4	Form	Not applicable
5	Design by Contractor	
5.1	Requirements for Contractor's design (if any)	Not applicable
7	Programme	
7.2	Time for submission	Within 14 days of the Commencement Date
7.2	Form of programme	Microsoft Project – Electronic & Paper formats
7.4	Amount payable due to failure to complete	\$ 150 per day up to a maximum of <u>10%</u> of sum stated in the Agreement
9	Remedying Defects	
9.1	Period for notifying defects	<u>365 days</u> calculated from the date stated in the notice under Sub-Clause 8.2
10	Variation Procedure	
10.2	Day work rates	Attach hourly rates for labour materials and equipment (details)
11	Valuation of the Works	
11.1	Lump sum price	(details)
11.1	Lump sum price with schedules of rates	Not applicable (details)



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Sub-Clause	Item	Data
11.1	Lump sum price with bill of quantities	Not applicable (details)
11.1	Remeasurement with tender bill of quantities	Not applicable (details)
11.1	Cost reimbursable	Not applicable (details)
11.2	Percentage of value of Materials and Plant	Materials 80% Plant 90%
11.3	Percentage of retention	10%
11.5	Period for notifying defects	365 days calculated from the date stated in the notice under Sub-Clause 8.2
11.7	Currency of payment	Bermuda Dollars
11.8	Rate of interest	0.5 % per annum
14	Insurances	The sum stated in the Agreement plus 15%
14.1(a)	The Works, Materials, Plant and fees	Full replacement cost
14.1(a)	Contractor's Equipment	Full replacement cost
14.1(b)	Third party injury to persons and damage to property	\$ 1,000,000.00
14.1(c)	Workers	\$ 1,000,000.00
	Other Cover	
	Exclusions	
15	Arbitration	
15.3	Rules	Bermuda Arbitration Act 1986 In accordance with the Bermuda Arbitration Act 1986
15.3	Appointing authority	Bermuda Arbitration Act 1986
15.3	Place of Arbitration	Bermuda



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Draft Form of Agreement

Proposed Form of Agreement and Appendix



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AGREEMENT

The Employer is the Ministry of Public Work
PO Box HM 525, Hamilton, HM CX, Bermuda

The Contractor is _____

The Employer desires the execution of certain Works known as : _____
Tynes Bay Expansion Project – New Steam Turbine/Generator
Fabrication, Delivery and Installation of Access Platforms

OFFER

The Contractor has examined the documents listed in the Tender Documents which forms part of this Agreement and offers to execute the Works in conformity with the Contract for the sum of (in words) _____

(in figures) _____

Or such other sum as may be ascertained under the Contract.

This offer, of which the Contractor has submitted two signed originals, may be accepted by the Employer by signing and returning one original of this document to the Contractor before (insert date) _____

The Contractor understands that the Employer is not bound to accept the lowest or any offer received for the Works.

Signature: _____ Authorized to sign on behalf of the Contractor

Name: _____ Date: _____

Capacity: _____



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ACCEPTANCE

The Employer has by signing below, accepted the Contractor's offer and agrees that in consideration for the execution of the Works by the Contractor, the Employer shall pay the Contractor in accordance with the Contract. This Agreement comes into effect on the date when the Contractor receives one original of this document signed by the Employer.

Signature: _____ Authorized to sign on behalf of the Ministry of
Works and Engineering

Name: _____ Date: _____

Capacity: _____



APPENDIX

This Appendix forms part of the Agreement.

[Note: with the exception of the items for which the Employer’s requirements have been inserted, the Contractor shall complete the following information before submitting his offer.]

Sub-Clause	Item	Data
1	General Provisions	
1.1.1	Documents forming the Contract listed in order of priority (delete if not applicable)	Document Identification
	(a) The Agreement	_____
	(b) Letter of Acceptance	_____
	(c) Client’s’s Request for Proposal	_____
	(d) Addenda	_____
	(e) Particular Conditions	_____
	(f) General Conditions	_____
	(g) The Specification	
	(h) The Drawings	_____
1.1.9	Time for Completion	_____ days
1.4	Law of the Contract	Laws of Bermuda
1.5	Language	English
2	The Employer	
2.1	Provision of Site	On the Commencement Date
3	Employer’s Representatives	_____
3.1	Authorised Person	Chief Engineer
3.2	Name and address of Employer’s representative (if known)	Senior Project Manager Ministry of Public Works Tynes Bay 31, Palmetto Road Devonshire, DV05



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Sub-Clause	Item	Data
4	The Contractor	
4.4	Performance Security (if any):	
4.4	Amount	Not applicable
4.4	Form	Not applicable
5	Design by Contractor	
5.1	Requirements for Contractor's design (if any)	Not applicable
7	Programme	
7.2	Time for submission	Within <u>14 days</u> of the Commencement Date
7.2	Form of programme	Microsoft Project – Electronic & Paper formats
7.4	Amount payable due to failure to complete	\$ <u>1,000</u> per day up to a maximum of <u>10%</u> of sum stated in the Agreement
9	Remedying Defects	
9.1	Period for notifying defects	<u>365 days</u> calculated from the date stated in the notice under Sub-Clause 8.2
10	Variation Procedure	
10.2	Day work rates	Attach hourly rates for labour materials and equipment (details)
11	Valuation of the Works	
11.1	Lump sum price	(details)
11.1	Lump sum price with schedules of rates	Not applicable (details)
11.1	Lump sum price with bill of quantities	Not applicable (details)
11.1	Remeasurement with tender bill of quantities	Not applicable (details)
11.1	Cost reimbursable	Not applicable (details)
11.2	Percentage of value of Materials and Plant on site	Materials <u>80%</u> Plant <u>90%</u>



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Sub-Clause	Item	Data
11.3	Percentage of retention	10%
11.5	Period for notifying defects	365 days calculated from the date stated in the notice under Sub-Clause 8.2
11.7	Currency of payment	Bermuda Dollars
11.8	Rate of interest	0.5 % per annum
14	Insurances	
14.1(a)	The Works, Materials, Plant and fees	The sum stated in the Agreement plus 15%
14.1(a)	Contractor's Equipment	Full replacement cost
14.1(b)	Third party injury to persons and damage to property	\$ 1,000,000.00
14.1(c)	Workers	\$ 1,000,000.00
	Other Cover	
	Exclusions	
15	Arbitration	
15.3	Rules	Bermuda Arbitration Act 1986 In accordance with the Bermuda Arbitration Act 1986
15.3	Appointing authority	Bermuda Arbitration Act 1986
15.3	Place of Arbitration	Bermuda



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Appendix I

Acknowledgement Letter of Standard Form of Agreement.



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Acknowledgement Letter for Standard Form of Agreement between Owner & Contractor

This is to certify that I, _____ (name), in the position of _____ hereby acknowledge that I am aware of the terms and conditions of the attached FIDIC Contract.

I acknowledge that the following documents have been provided in the Tender Package and at the date of this submission I have no issue with the terms and conditions of this agreement.

1. FIDIC Document General Conditions – 1999 and Particular Conditions

Signed: _____

Date: _____



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Appendix II

Certificate of Confirmation of Non-Collusion



4.30 Certificate of Confirmation of Non-Collusion

The essence of Open Tendering is that the Government of Bermuda shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle, all companies submitting a tender will be required, by way of the signature of the Company Principal, to make the undertakings specified below, that the tender has been submitted without any form of collusion.

This Certificate of Confirmation of Non-Collusion is a mandatory requirement from all bidders. Any bids 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 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 bidding for future contracts tendered by the Government of Bermuda.

Confirmation of non-collusion

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We confirm that we have not received any information, other than that contained within the tender pack, or supplementary information provided to all 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 tender administrator the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance) 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 Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement, gift /hospitality or valuable consideration directly or indirectly to any person in relation to this tender.

Signed

(1) _____ Status _____

(2) _____ Status _____

for and on behalf of

Date: _____



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Appendix III

Pricing



5.10 Tender Price Breakdown

5.10.1 Pricing

Tenderer shall provide line item pricing and a firm fixed total for the scope specified.
Tenderer shall also provide pricing in accordance with scenarios presented below.

Tender price breakdown

ITEM	DESCRIPTION	UNIT	PRICE
1	Fabrication and galvanising	LS	
2	Procurement of FRP decking	LS	
3	Shipping and delivery of all materials to Site	LS	
4	Installation	LS	
		TOTAL	

Additional Labour Pricing for Supplementary Work

ITEM	DESCRIPTION	UNIT	PRICE
1	Site Supervisor	HR	
2	Welding Supervisor	HR	
3	Welder	HR	

Please specify any items or elements of work or expenditure not covered elsewhere in the Tender Price Analysis that is deemed necessary in the execution of this work. Bidder is to itemize.



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Appendix IV

Company Information



6.10 Company Information – General (Contractor)

Company Name & Principals	
Company Address & Phone Number	
Payroll Tax Number	
Social Insurance Number	
Name of Workmen’s Compensation Insurance Company	
Workmen’s Compensation Insurance Policy Number	
Name of Contractor’s Third Party Insurance Company	
Third Party Insurance Policy Number	
Name of Primary Bank	
Total Number of Persons Currently Employed	
Total Number of Bermudians Currently Employed	
Do you have an Environmental Policy?	
Do you have a Safety and Health Policy?	
Please provide the safety plans for this project.	
Please provide detailed information on projects of similar nature	

**A copy of the Certificate of Incorporation of the Company must accompany this form.
Provide additional Company Information Form for each Sub-Contractor.**



6.20 Company Information – Sub Contractor # (1)

Company Name & Principals	
Company Address & Phone Number	
Payroll Tax Number	
Social Insurance Number	
Name of Workmen's Compensation Insurance Company	
Workmen's Compensation Insurance Policy Number	
Name of Contractor's Third Party Insurance Company	
Third Party Insurance Policy Number	
Name of Primary Bank	
Total Number of Persons Currently Employed	
Total Number of Bermudians Currently Employed	
Do you have an Environmental Policy?	
Do you have a Safety and Health Policy? Please provide the safety plan for this project	
Do you provide apprenticeships/training positions?	
Have you participated in appropriate business skills training, e.g. The BSBDC Construction incubator	

**A copy of the Certificate of Incorporation of the Company must accompany this form.
Provide additional Company Information Form for each Sub-Contractor.**