



## Invitation to Tenders (ITT)

For

The Provision of Aircraft Charter Service  
For a Royal Bermuda Regiment Exercise

Reference number: 151113-ITT-Charter-RR16-SO

Release Date: 26 November 2015



**GOVERNMENT OF BERMUDA**  
**Ministry of National Security**  
**Department of National Security**  
**(Royal Bermuda Regiment)**

Provision of Aircraft Charter

November 26, 2015

All Tenderers

RE: Invitation to Tender (ITT) for the provision of an Aircraft Charter Service

You are formally invited to submit a response to the tender for the provision of an Aircraft Charter Service. It is the Tenderer's responsibilities to read the entire tender and comply with all requirements herein.

The procurement comprises of Aircraft Charter Service as outlined in the statement of requirement (Appendix I). Tenderers must submit fully completed form of tenders. The successful Tenderer will be selected on the bases of the 'lowest priced technically compliant offer' evaluation methodology, including delivery terms, and any other requirements stated herein.

The delivery requirements are:

Tenders must be able to supply return BDA – KIN MBJ - BDA on the dates stated without variation for which there will be penalties to the service provider if the service cannot be delivered as per the contract.

This Invitation to Tender includes copies of the following:

- Instructions to Tenderers;
- Form of Tender documents;
- Certificate of Confirmation of Non Collusion form;
- Statement of Requirement - Specifications (Appendix I)

Please complete and return the enclosed Form of Tender and related documents duly signed and in a sealed envelope to the Department of National Security (Regiment) office located at Warwick Camp, 1 South Shore Road, Southampton Parish, Bermuda (mailing address is Royal Bermuda Regiment, PO Box HM 1006, Hamilton HM DX, Bermuda by 15:00 hours (3:00 p.m.) AST on Monday 1 February 2016. The outer envelopes must be clearly marked "ITT for provision of Aircraft Charter".

Email responses are acceptable and must be sent directly to [ajclarke@gov.bm](mailto:ajclarke@gov.bm) subject line clearly stating "FAO Major Andrew Clarke, ITT for provision of Aircraft Charter" by 15:00 hours (3:00 pm). AST on Monday 1 February 2016.

Late submission will not be accepted.

Additional information can be obtained by emailing Major Andrew Clark at [ajclarke@gov.bm](mailto:ajclarke@gov.bm).

Sincerely,

A J CLARKE  
Major  
Staff Officer



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## **INSTRUCTIONS TO TENDERERS**

### **1. Public Access to information**

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. Any questions regarding the collection, use, or disclosure of the information should be directed to the public authority that issued this solicitation document.

### **2. Time:**

You must submit your response no later than 15:00 hours (3:00 pm) ADT on Monday 1 February 2016.

### **3. Queries on the tender documents**

Please submit written queries by email to [ajclarke@gov.bm](mailto:ajclarke@gov.bm).

Any queries should clearly reference any appropriate paragraph in the documentation and, to the extent possible, should be aggregated rather than sent individually. As far as is reasonably possible, the Department of National Security (Royal Bermuda Regiment) will respond to all reasonable requests for clarification of any aspect of this ITT and supporting documents, if made before the above deadline.

The Department of National Security (Royal Bermuda Regiment) will aim to provide responses by Friday 22 January 2016 after which time no further queries will be answered.

### **4. Submission of Tenders**

- (a) The outer envelopes must be clearly marked “FAO Major Clarke, ITT for provision of Aircraft Charter Service”
- (b) Tenders received later than this time will not be considered.
- (c) Tenders shall be submitted on the forms furnished and sealed in an envelope.
- (d) Sealing and Marking of Tenders, the outer envelop shall be addressed to Royal Bermuda Regiment, and must be clearly marked “ITT for provision of Aircraft Charter Service.

#### **IMPORTANT**

**TENDERS MUST BE PLACED IN THE TENDER BOX IN THE RECEPTION AREA OF THE DEPARTMENT OF National Security (Royal Bermuda Regiment) NO LATER THAN 15:00 hours (3:00 pm) ADT on Monday 1 February 2016.**

Email submissions are acceptable and must be sent to **directly to [ajaclarke@gov.bm](mailto:ajaclarke@gov.bm) subject line clearly stating “ITT for provision of Aircraft Charter Service” by 15:00 hours (3:00 pm) AST on Monday 1 February 2016.**

**LATE SUBMISSIONS WILL NOT BE CONSIDERED.**



## **5. Preparation and format of Responses**

1. Responses, all documents and all correspondence relating to the tender must be written in English.
2. You should consider only the information contained within this ITT and supporting documents, or otherwise formally communicated to you in writing when making your offer.
3. Tender Submissions

Tenderers must submit with their Tenders with the following:

- Completed Form of Tender and price schedule.
- Duly signed Certificate of Confirmation of Non Collusion.
- Price quotes must be in USD.
- Tenders must be able to supply return BDA – KIN MBL - BDA on the dates stated without variation for which there will be penalties to the service provider if the service cannot be delivered as per the contract.

Responses must include all services listed below:

- Full catering appropriate to the time of travel (meals and soft drinks)
- Dedicated sub service team available at departure and arrival airheads
- Passenger charges at departure and arrival airheads
- All Landing and Handling charges
- Flight attendants/rebs
- Any air passenger duties at destination
- Load will not exceed 200 pax (passengers)
- Estimate 24,000 lbs total freight/baggage payload
- Please refer to Appendix B for a template to follow when responding to this tender



## **6. Conditions of Tender**

1. In submitting a Response to this ITT it will be implied that you accept all the provisions of this ITT including these conditions.
2. The Department of National Security (Royal Bermuda Regiment) reserves the right to issue the response to any clarification request made by you to all tenderers unless you expressly require it to be kept confidential at the time the request is made. If the Royal Bermuda Regiment considers the contents of the request not to be confidential, it will inform you and you will have the opportunity to withdraw the request.
3. The information contained in this ITT and the supporting documents and in any related written communication is believed to be correct at the time of issue but the Department of National Security (Royal Bermuda Regiment) will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Department of National Security (Royal Bermuda Regiment)
4. By issuing this ITT, the Department of National Security (Royal Bermuda Regiment) is not bound in any way to enter into any contractual or other arrangement with you or any other party.
5. It is intended that this procurement will take place in accordance with the provisions of this ITT but the Department of National Security (Royal Bermuda Regiment) reserves the right to terminate, amend or vary the procurement process by notice to all tenderers in writing. All amendments will be posted on Government Portal at [www.opmp.gov.bm](http://www.opmp.gov.bm) in the form of an addendum. The Department of National Security (Royal Bermuda Regiment) will accept no liability for any losses caused to you as a result of this.
6. Tenderers will not be entitled to claim from the Department of National Security (Royal Bermuda Regiment) any cost or expenses that tenderer may incur in preparing your response irrespective of whether or not their tender is successful.
7. All information supplied to you by the Department of National Security (Royal Bermuda Regiment) must be treated in confidence and not disclosed to any third party unless the information is already in the public domain.
8. Any attempt by tenderer or their appointed advisers to inappropriately influence the Contract award process in any way will result in your Response being disqualified. Any direct or indirect canvassing by tenderer or tenderer's appointed advisers in relation to this procurement or any attempt to obtain information from any of the employees or agents of the Department of National Security (Royal Bermuda Regiment) concerning another tendering organisation may result in disqualification at the discretion of the Government of Bermuda.
9. The Department of National Security (Royal Bermuda Regiment) reserves the right to disqualify you if you do not submit tenderer's response in a manner consistent with the provisions set out in Instructions to Tenderers and Statement of Requirements.



10. Period of Validity of Tender

The Tenderer shall abide by this Tender for a period of ninety (90) calendar days from the deadline for receipt of Tenders.

11. Rejection of Tenders

The Department of National Security (Royal Bermuda Regiment) reserves the right to reject any or all Tenders and is not bound to accept the lowest Tender.

12. Tender Documents and Site Conditions

Each Tenderer, by submitting its Tender, represents that an authorized representative of the tenderer has read and understands the Tender Documents, and has visited the sites and familiarised himself with the conditions under which the works are to be performed.

13. Alterations

No alterations are to be made to the Form of Tender except in filling in the blanks as indicated. If any such alterations are made, or if these instructions are not fully complied with, the Tender may be rejected.

Tenderers shall also submit with their tender a complete list of any sub-contractors utilized.

14. Tenderer's Responsibility & Clarification Questions

It is the tenderer's responsibility to ensure it completely understands the requirements and instructions set out in this Invitation to Tender. In the event that clarification is required tenderer should submit questions in writing to Major Andrew Clarke, Staff Officer via email at: [ajclarke@gov.bm](mailto:ajclarke@gov.bm).

The deadline for submitting written questions is **15:00 hours (3:00 pm) AST on 22 January 2016**. Tenderers should seek to clarify any points of doubt or difficulty with the Government before submitting a Tender. Tenderers are encouraged to visit the sites of the said works.

15. Tenderer attention is drawn to the conditions of contract (Appendix I) which will apply to any Contract.

**7. Evaluation and Comparison of Tenders**

- a) 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, 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 capacity, (ii) financial analysis; and (iii) any previous work performed for the Government of Bermuda. (APPENDIX II). Scores will be entered in to the evaluation matrix.



- b) The tender assessment will take into consideration the submitted tender documents inclusive of each tenderer's prices, schedule of rates, proposed methodology, qualifications, overall relevant experience in relations 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.

To assist with this process please provide the following information:

1. Provide a reference from your banking institution as to your standing with the bank. Please also indicate whether your company has filed for bankruptcy within the last two years or whether your company is currently insolvent.
2. Certificate of Confirmation of Non-Collusion must be provided  
The Certificate of Confirmation of Non-Collusion form must be signed and returned with contractor's response.

## **8. Award of Contract**

- 8.1 The Government will award the contract to the successful Tenderer whose tender has been determined to be substantially responsive to the tender documents and who, in the opinion of the Government, has offered the best offer taking into consideration the price, the tenderer's capability and available resources to carry out the contract effectively and the tenderer's schedule. This may not be the lowest priced proposal received.
- 8.2 The Government does not bind himself to accept the lowest or any proposals and reserves the right to reject any proposal and, and to annul the tendering process and reject all tenders, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or Tenderers or being under any obligation to inform the affected Tenderer or Tenderers of the grounds for the Government's action.
- 8.3 The Government may declare the request for proposals 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.
- 8.4 Notification of Award
  - 1) Prior to the expiration of the period of tender validity prescribed in paragraph 10 of these instructions the Government will notify the successful Tenderer by email and/or 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 Price").
  - 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 Government will promptly notify the unsuccessful Tenderers in writing.

#### **8.4 Signing of Contract Agreement**

8.4.1 At the same time that Government notifies the successful Tenderer(s) 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.

8.4.2 Within 14 working 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**



**FORM OF TENDER**

(Note: all sheets form part of the tender)

**PROVISION OF AIRCRAFT CHARTER**

**PRICE SCHEDULE**

**TO: PERMANENT SECRETARY, Ministry of National Security**

Having examined the tender documents and visited the sites for the above work, we the undersigned, offer to supply AIRCRAFT CHARTER SERVICE as noted in Appendix I for the total sum of:

<b>AIRCRAFT CHARTER</b>	<b>BID (US\$)</b>
<i>(Fixed Price Bid - Figures)</i>	
<i>(Fixed Price Bid - in Words)</i>	

The Landing and Handling charges are:

<b>Landing and Handling Charges</b>	<b>BID (US\$)</b>
<i>(Fixed Price Bid - Figures)</i>	
<i>(Fixed Price Bid - in Words)</i>	

<b>Contract Period:</b>	From .....to.....
<b>Proposed Start Date:</b>	..... 201
<b>Proposed Completion Date:</b>	.....201

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201

(Name)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

Duly authorized to sign tenders for and on behalf of:

(Firm)

\_\_\_\_\_

(Address)

\_\_\_\_\_



FORM OF TENDER

(Note: all sheets form part of the tender)

**PROVISION OF AIRCRAFT CHARTER**

General:

1. 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.
2. We acknowledge that the Government is not bound to accept the lowest or any tender, and will not accept any late tender.
3. We confirm that we, the undersigned, are conducting business as a proper legal entity and are not delinquent in making payments to the Government for Social Insurance contributions, Payroll Tax or any other debt recorded by the Accountant General's Debt Collection Section.
4. 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 tenderer.
5. Having examined the Site, the Tender Documents and Addenda Nos. \_\_\_\_\_ inclusive for the execution of the above named Work we, the undersigned, offer to provide the Named Work in accordance with the **Instructions to Tenderers, Forms of Tender and related documents**, specification ..... (Herein called the *Tender Documents*).
6. We undertake, if our Tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to provide the Works comprised in the *Contract Documents*.
7. We confirm that our Tender shall remain open for acceptance by the Government of Bermuda for a period of **Ninety (90) calendar days** from the date of this undertaking and shall be irrevocable during this period.
8. We understand that Government may accept/reject any tender it may receive.
9. We undertake to commence the work within **FOURTEEN (14) calendar days** of the date of the acceptance of this tender.
10. 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.
11. We consent to the collection and use of any information we give to the Government in response to this solicitation document and waive any right to challenge any decision made by the Government to disclose the information.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201

(Name) \_\_\_\_\_

(Signature) \_\_\_\_\_

Duly authorized to sign tenders for and on behalf of:

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

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



**CERTIFICATE OF CONFIRMATION OF NON-COLLUSION**

Notes for the tenderer/bidder

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, each company that submits a tender will be required, by way of the signature of a duly authorized representative of the company, to confirm that the tender has been submitted without any form of collusion.

All tenderers must complete and sign a Certificate of Confirmation of Non-Collusion. Any tenders submitted which do not include a signed copy of the Certificate will be wholly rejected and will not be included in the evaluation process.

If it is later found that the undertakings made below have been breached at any stage of the procurement process, then the tenderer will be expelled from the process immediately. In the event that this is discovered after a contract award, legal action may be taken against the tenderer and/or any party involved in the matter.

Any tenderer that submits false information in response to a tender, 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 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 additional 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 \_\_\_\_\_ Date \_\_\_\_\_

(2) \_\_\_\_\_ Status \_\_\_\_\_ Date \_\_\_\_\_

for and on behalf of

\_\_\_\_\_



**FORM OF TENDER (CONTINUATION)**

(Note: all sheets form part of the tender)

PROVISION OF insert name of goods or services

We confirm having completed all parts of this form; and received and complied with all addenda (if any) as follows:

Insert addenda # \_\_\_\_\_

SIGNED:  
(signature) \_\_\_\_\_

(block letters) \_\_\_\_\_

ON BEHALF OF:  
(company) \_\_\_\_\_

(mailing address) \_\_\_\_\_

(email) \_\_\_\_\_

(Contact #'s) (Telephone) \_\_\_\_\_

(Cell#) \_\_\_\_\_

DATE: \_\_\_\_\_



**FORM OF TENDER (CONTINUATION)**  
(Note: all sheets form part of the tender)

**COMPANY PROFILE**

Company Legal Name Address: Work number: Fax: Cellular: Email: Company's Website: Principals Name and Titles Key contact person: Name and title A copy of the Certificate of Incorporation of the Company	
Bermuda Payroll Tax Number	
Bermuda Social Insurance Number	
Name of Primary Bank And address details	



**FORM OF TENDER (CONTINUATION)**  
 (Note: all sheets form part of the tender)

**Sub-Contractors**

In the event that we, the undersigned, are awarded the Contract for the work, we will employ the firms listed below as sub-contractors.

All sub-contractors shall be approved by the Government; such approvals being finalized prior to the contract award. The successful tenderer will not be permitted to change any sub-contractor without the Government's approval.

In the event that we employ a sub-contractor not approved by the Government, we will agree to immediately replace this sub-contractor with an approved sub-contractor. We will accept full responsibility for all damages and costs incurred by the Government (including, but not limited to, any and all costs relating to the discharging of liens brought on by any unapproved sub-contractor) as a result of employing an unapproved sub-contractor.

Trade	Sub-Contractor

The Bermuda Government is committed to having a sustainable workforce and therefore makes it a compulsory requirement for all Tenderers to provide a company profile of employees [the number and names of Bermudians and non-Bermudian employees, their job categories and information with respect to training that is provided for employees] with their tender for these works.

Employee Name	Bermudian Yes / No?	Job Category

Note: Continue on another page if necessary



**APPENDIX I STATEMENT OF REQUIREMENT AND SPECIFICATION**

**Introduction**

The Royal Bermuda Regiment is the responsibility of the Ministry of National Security. The Royal Bermuda Regiment recruits are duty-bound to undertake an annual training exercise at a well-equipped location outside of Bermuda. To achieve this, the Royal Bermuda Regiment must obtain suitable air transportation to safely transport the troops as noted in the breakdown of requirement below:

- Flights on a private charter aircraft between Bermuda, LF Wade Airport (BDA) and Kingston Norman Manley International Airport (KIN) and Montego Bay Airport (MBJ) and BDA.
- To depart BDA on 24 Apr 2016 returning from MBJ on 7 May 2016.
- Full catering appropriate to the time of travel (meals and soft drinks) is to be provided.
- Dedicated sub service team available at departure and arrival airheads.
- Passenger charges at departure and arrival airheads are included in the tender document.
- All Landing and Handling charges must be included in the tender document.
- Flight attendants/ reps must be included in the bottom line costs.
- Any air passenger duties at destination must be covered in the tender document.
- Load is estimated at 235 and will not exceed 270 Passengers
- Estimate capacity of 24,000lbs of baggage/freight payload is required.
- Facility to load dangerous goods in accordance with IATA regulations with accompanying paperwork.





**APPENDIX II EVALUATION CRITERIA**

Tenders will be evaluated against the following criteria:

Range		Criteria	Minimum –Maximum
Non-Price	40%	Relevant Experience	20%
		Past Performance	10%
		Professional/Industry Standing	10%
Price	60%		

Using the following evaluation procedures:

Scores for non-price are based on the following methodology:

Individual scores for each non-price criterion will be added. Each criterion is given a point score from 0 (poor) to 10 (excellent) in increments of 0.5.

Individual scores for each non-price criteria will be weighted according to the pre-determined weightings. The weighted score will be calculated by multiplying the score by the weight. In the example given below, the weighted score for tender 1, criteria 1 is calculated as  $9 \times 20\% = 1.80$ .

The sum of non-price scores for each tender will then be normalised to 10.

The following formula will be applied to normalise the non-price scores:

$$\frac{\text{Sum of non-price score for each tender} \times 10}{\text{Highest sum of non-price scores}}$$

The score is then adjusted for the total weighting of all the non-price criteria to obtain the overall weighted non-price score.

The example below shows how the weighted score is calculated and to normalise non-price scores:

		Tender 2	Tender 3	Tender 1
		Acme Paint Co	Rainbow	Jewson
Criteria 1, weight 20%	Score	9.00	8.00	9.00
	Weighted score	1.80	1.60	1.80
Criteria 2, weight 10%	Score	7.00	8.00	7.50
	Weighted score	0.70	0.80	0.75
Criteria 3, weight 10%	Score	7.00	6.00	9.00
Total weighted sum = 40%	Weighted score	0.70	0.60	0.90
Total non-price criteria		3.20	3.00	3.45
Normalised non-price		$3.20 \times 10/3.45$	$3.00 \times 10/3.45$	10.00
		9.28	8.70	10.00
Weighted non-price	40%	3.71	3.48	4.00

The highest non-price total score is given a score of 10 and the other sums are ranked accordingly in proportion.



Scores for price are based on the following methodology:

$$\text{Normalised price score} = \frac{\text{lowest tender price} \times 10}{\text{Tender price}}$$

**Example:**

Tenderer	Tenders (in ascending order)	Normalised Price
Acme Paint Co	\$1 282 000	10
Rainbow	\$1 333 000	9.62
Jewson	\$1 925 000	6.66

**Total Scores**

		Acme Paint Co	Rainbow	Jewson
Criteria 1, weight 20%	Weighted score	1.80	1.60	1.80
Criteria 2, weight 10%	Weighted score	0.70	0.80	0.75
Criteria 3, weight 10%	Weighted score	0.70	0.60	0.90
Total non-price criteria		3.20	3.00	3.45
Normalised non-price		3.2 x 10/3.45	3.0 x 10/3.45	10
		9.28	8.70	10
Weighted non-price	40%	3.71	3.48	4.00
Normalised price		10.00	9.62	6.66
Weighted Price	60%	6.00	5.77	4.00
Totals	100%	9.71	9.25	8.00

**Equivalency Rule**

When the difference between the first and second ranked scores is less than 3% the lowest price tender of the two is taken as the preferred tender unless there are extraordinary reasons for not doing so.