



GOVERNMENT OF BERMUDA

Public Works

Lands & Buildings

**White Hill Field
Proposed New Bathroom**

Sandy's Parish

Bermuda

Instructions to Tenders

Date: March 30th 2016



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Part 1 GENERAL

1.1 Time

- .1 Tender submission should be delivered to the below address no later than **3:00pm April 14th 2016**. The outer envelope should be clearly marked with the title "Tender Submission White Hill Field Bathrooms". The submission must be delivered to Public Works located on the 3rd floor, General Post Office Building, 56 Church Street, Hamilton.
- .2 Late submission will not be considered.

1.2 Description of Works

The Government of Bermuda, Public Works (the Government) requests the services of contractor(s) for The New bathrooms located at White Hill Field Sandy's Parish.

- .1 Normal operating hours will be 8 hours per day, 5 days per week. Additional hours may be required and must be agreed in writing beforehand with the Site Manager & Project Manager.

1.3 Eligibility and Qualification Requirements

- .1 The Contractor and the Contractor's subcontractors must meet certain requirements, specified herein, in order to be considered as eligible Tenderers for the project. Contractors, sub-contractors and contracting teams, which fail to meet the requirements specified herein will not qualify for this project, and their tenders will not be accepted.
- .2 Tenders submitted by a General Contractor with subcontractors shall comply with the following requirements:
 - .1 The Tenderer shall note the names of proposed subcontractors in their tender submission;
 - .2 The Tender and any Contract pursuant hereto shall be signed by the General Contractor only.
 - .3 The General Contractor shall be liable, solely, for the execution of the Contract in accordance with the Contract terms.

1.4 Cost of Tendering

- .1 The Tenderer shall bear all costs associated with the preparation and submission of his Tender and the Government will in no case be responsible or liable for these costs, regardless of the outcome of the Tendering process.

1.5 Site Inspections & Tender Information

- .1 Prior to the tender closing, the Tenderer is required to visit and inspect the site and



surrounding areas where the Service is to be performed. The Tenderer shall be deemed to have satisfied themselves as to the form and nature of the site, the quantities and nature of the Service and materials necessary for the completion of the Service, and in general to have obtained all necessary information as to the risks, contingencies and other circumstances which may influence or affect his Tender.

- .2 Tenderers shall make their own assessment of existing facilities, conditions and difficulties which will attend the execution of the Service called for by the proposed contract; including local conditions, constraints due to maintenance of traffic, labour conditions, uncertainty of weather, difficulties with access, and all other reasonable contingencies. Tenderers shall satisfy themselves by personal examination of the site of the proposed Service and by such other means as they choose as to actual conditions and requirements, and as to the quantities required.
- .3 The Tenderer shall make and will be deemed to have made the fullest inquiries in Bermuda as to the availability of skilled and unskilled labour which he may require in the execution of the Contract and shall employ, to the extent practicable and reasonable, staff and labour from sources within Bermuda.
- .4 No subsequent claim will be allowed or considered for any work that may be required for the proper execution and completion of the Services, due to failure by the Contractor to examine the site and make proper allowances for the conditions to be encountered.



Part 2 TENDER DOCUMENTS

2.1 Content of the Tender Documents

- .1 The set of Tender documents issued for the purpose of Tendering includes the following documents, together with any Addenda thereto issued in accordance with Clause 2.3.
 - .1 Instructions to Tenderers
 - .2 Proposal bid Forms
 - .3 Scope of Works
 - .4 Annex B –Drawings
 - .5 Annex D - Sample Contract,

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 A prospective Tenderer requiring any clarification of the Tender documents may notify the Government in writing, by email or by facsimile at the Government's address indicated below. The Government will respond in writing by email or by facsimile to any request for clarification which they receive earlier than **2 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.
- .2 Submissions of written queries shall be sent to the Government at the following address:

Public Works

Attention: Dalton Burgess Jr.
Tel: (441) 297-7850
Fax: (441) 294-9087
Email: dalburgess@gov.bm

2.3 Amendment of Tender Documents

- .1 At any time prior to the deadline for submission of Tenders, the Government may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender documents by the issuance of an Addendum.
- .2 The Addendum will be sent in writing by email or by facsimile to all prospective Tenderers who have collected the Tender documents from the Government and will be binding upon them. Prospective Tenderers shall promptly acknowledge receipt thereof by email or facsimile to:



Attention: Dalton Burgess Jr.
Tel: (441) 297-7850
Fax: (441) 294-9087
Email: dalburgess@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, in its sole 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 shall be written in the English language.

3.2 Documents Comprising the Tender

- .1 The Tender submission shall contain the following:
- .1 **Form of Tender**
 - .2 **List of Subcontractors, if Applicable**
 - .3 **Any other materials required to be completed and submitted in accordance with the Instructions to Tenderers embodied in the Tender documents.**

The above shall be used without exception. One copy of the above is to be returned in accordance with Clause 3.6.

3.3 Tender Prices

- .1 Unless stated otherwise in the Tender documents, the Contract shall be for the specific works packages as detailed in the tender documents and based on the completed Form of Tender.
- .2 The Tenderer shall complete the Price Schedule 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 shall include overhead and profit in the rates and prices listed within the Price Schedule.
- .4 All duties, taxes and other levies payable by the Contractor 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.

3.4 Currencies of Tender

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



3.5 Tender Validity

- .1 Tenders shall remain valid and open for a period of 90 working 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 that the Tender validity period be extended. 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.

3.6 Format and Signing of Tenders

- .1 The Tenderer shall prepare one original set of the documents comprising the Tender as described in Sub-Clause 3.2.1 of these Instructions to Tenderers.
- .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 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.
- .3 The completed Tender shall be without alterations, interlineations or erasures, except those to accord with instructions issued by the Government, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled by the person or persons signing the Tender.
- .4 Only one Tender may be submitted by each Tenderer. No Tenderer may participate in the Tender of another for the same Contract in any relation whatsoever.



Part 4 SUBMISSION OF TENDERS

4.1 Sealing and Marking of Tenders

- .1 The Tenderer shall submit no later than **3:00 PM April 14th 2016**.
- .2 The Tenderer shall seal the original of the Tender in an envelope or similar package.
- .3 The envelope shall bear the following identification:
 - .1 **Tender Submission White Hill Field Bathroom**
- .4 If the envelope is not sealed and marked as instructed above, the Government will assume no responsibility for the misplacement of the Tender submitted.

4.2 Deadline for Submission of Tenders

- .1 Tenders must be received by the Government no later than **3:00 PM April 14th 2016**
- .2 The Government may, at its discretion, extend the deadline for submission of Tender by issuing an amendment in which case all rights and obligations of the Government and the 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 as provided in Clause 4.2 will be rejected as nonresponsive.

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 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 The tender opening will not be held in public
- .3 The tender opening will be recorded with the tenderers' names and tender prices.

5.2 Process to be Confidential

- .1 Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations concerning any award of contract shall not be disclosed to Tenderers or other persons not officially concerned with such process.
- .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 any award of Contract, shall result in the rejection of the Tender.

5.3 Clarification of Tenders

- .1 To assist in the examination, evaluation and comparison of Tenders, the Government may ask 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

- .1 Prior to the detailed evaluation, the Government will determine the substantial responsiveness of each bid to the Invitation to Tender.
- .2 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 or could affect, in any substantial way, the scope, quality, or performance of the Services or which limits, in any substantial way, the Government's rights or the Tenderer's obligations under the Contract.
- .3 The Government will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- .4 Arithmetical errors will be rectified on the following basis:
 - .1 Where there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and



the total price shall be corrected. If the Bidder does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail;

- .2 Where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and
- .3 Where there is a discrepancy between the individual lump sums and the total amounts derived for the sum of the individual lump sum, the individual lump sum as quoted will govern, and the total amount will be corrected.
- .4 A Tender determined as not substantially responsive will be rejected by the Government.

5.5 Evaluation Criteria and Comparison of Tenders

- .1 The Government will only evaluate Tenders determined to be substantially responsive to the requirements of the Tendering documents.
- .2 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 5.4.24;
 - .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.
- .3 The tender evaluation will be based upon the following:
 - .1 the responsiveness of the submitted proposal documentation;
 - .2 the tendered prices and schedule of rates;
 - .3 the tenderer's past performance on prior Government projects
- .4 Tender submissions which fail to include all required documentation as listed in Clause 3.2 will be deemed nonresponsive and the Tender may be rejected.
- .5 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.

Part 6 AWARD OF CONTRACT



6.1 Award Criteria

- .1 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. This may not be the lowest priced tender received.
- .2 The Government may award contracts to multiple Tenderers pursuant to this Invitation to Tender. Additionally, a Tenderer may be awarded multiple works packages (as detailed in Clause 1.1).

6.2 Government's Right to Accept any Tender and to Reject any or all Tenders

- .1 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 any obligations to inform the affected Tenderer or Tenderers of the grounds for the Government's action.
- .2 Where multiple works packages are available, the Government does not bind himself to accept the lowest Tender of each package. The Government reserves the right to award the works packages in their entirety to a single contractor or to separate contractors.
- .3 The Government may declare the Tendering process void when it is evident that there is a lack of competition or there has been collusion.

6.3 Notification of Award

- .1 Prior to the expiration of the period of Tender Validity prescribed by the Government, the Government will notify the successful Tenderer 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 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 notification of award in writing will constitute the formation of the Contract.
- .3 The Government will promptly notify the unsuccessful Tenderers that their Tenders have been unsuccessful.

6.4 Signing of Contract Agreement

- .1 At the same time that the successful Tenderer is notified that his Tender has been accepted, the Government will arrange for the contract signing.

END OF INSTRUCTIONS TO TENDER