



GOVERNMENT OF BERMUDA

MINISTRY OF PUBLIC WORKS

Volume 1

Instructions To Tenderers

Swing Bridge, Bridge Deck Interim Repairs

St Georges

Department of Works and Engineering

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Introduction

The Government of Bermuda, through the Ministry of Public Works (**hereafter referred to as “Ministry”**) is requesting Tenders for the Swing Bridge, Bridge Deck Interim Repairs located at insert location, Bermuda. (Volume 2 Part 2 Particular Specification herein)

INSTRUCTIONS TO TENDERERS

These are the conditions that govern this RFT process.

(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) Eligibility and Qualifications

Tenderers that respond to this RFT must be able meet or exceed the following minimum to be considered:

- (i) Three previous projects of similar nature, i.e. involving installation of structural steelwork.
- (ii) Availability of sufficiently experienced / qualified resources to undertake the works in a short time frame.
- (iii) Availability of sufficient equipment to install the proposed strengthening measures.

(3) Submission of Tenders

- 3.1 Tenders shall be delivered to the Ministry of Public Works, 3rd Floor, 56 Church Street, Hamilton, no later than **3:00pm on Friday, 22nd April 2016**.
- 3.2 Tenders received later than this time will not be considered.
- 3.3 All completed tenders must be returned in sealed envelopes and clearly marked “Swing Bridge, Bridge Deck Interim Repairs”.
- 3.4 Tenders shall be submitted on the Form of Tender, Part 2, provided in this Tender Package and sealed in the envelope provided.
- 3.5 Any required information that is omitted or illegible, any alterations to the text, or any conditions added, may cause the tender to be declared invalid and rejected.
- 3.6 The Ministry may, after bid closing time and before contract award, require any Tenderer to submit, in a form prescribed by or acceptable to the Ministry,



supplementary information about any aspect of the Tenderer's bid which, in the opinion of the Ministry is necessary for bid evaluation purposes.

IMPORTANT:

Tenders Must Be Placed In The Tender Box located at The Ministry of Public Works, Department Of Operations and Engineering, 3rd floor, General Post Office Building, 56 Church Street.

3.7 Cost of Tendering

The Tenderer shall bear all costs associated with the preparation and submission of his Tender. The Ministry shall not be liable for any expenses or losses incurred by the Tenderer in preparation of his tender submission.

(4) Submission Requirements

4.1 In responding to this tender, the contractor shall describe in detail his proposed methodology including proposed equipment.

4.2 Tender Submission

In the tender submission, the contractor shall provide the following as a minimum:

- A list of their experience on projects of similar scope and conditions;
- A project schedule demonstrating the time required to undertake the works and the equipment and resources allocated;
- A list of any sub-contractors and/or consultants to be used to carry out the work;
- Identification of Health and Safety and Environmental Issues;
- All assumptions made in preparation of his/her proposal.

4.3 Financial Submission

- i. Financial Submission comprising the Form of Tender, (included in Part 2).
- ii. Any omissions in the Form of Tender will be given a value of zero dollars.

(5) Rejection of Tenders

The Government reserves the right to reject any or all Tenders and is not bound to accept the lowest Tender, or where practicable to do so, the Ministry of Public Works may, as a condition of tender acceptance, request a Tenderer to correct a minor and inconsequential irregularity with no change in tender price.

(6) 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 site and familiarized himself with the conditions under which the works are to be performed.

(7) Alterations

No alterations are to be made to the Form of Tender except in completion of the forms provided. If any such alterations are made, or if these instructions are not fully complied with, the Tender may be rejected.



(8) **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.

(9) **Safety and Health**

All works must be carried out in strict accordance with the Bermuda Occupational Safety and Health Act, 1982 and the Occupational Safety and Health Regulations of 2009.

Alcohol, Smoke and Drug-Free Policy: All Government buildings and work sites are designated as alcohol, smoke and drug-free.

(10) **Tenderer's Responsibility & Clarification Questions**

10.1 It is the tenderer's responsibility to ensure that it completely understands the requirements and instructions set out in this Tender. In the event that clarification is required, tenderers should submit questions via e-mail to sjamarasekara@gov.bm

The deadline for submitting questions is 12:00 p.m. ADT on 19th April 2016.

10.2 Tenderers should seek to clarify any points of doubt or difficulty with the Government before submitting a Tender.

10.3 The Ministry's response, including a description of the enquiry but without identifying its source may be posted in the form of addendum on www.opmp.gov.bm procurement notice website.

10.4 The Tenderer shall confirm receipt of each Addendum at the time of receipt of same.

10.5 Tenderers are deemed to have visited the sites of the said works.

(12) **Insurance**

The Tenderer shall submit evidence confirming Insurances have been retained for the amount shown in accordance with the conditions of contract.

(13) **Evaluation and Comparison of Tenders**

13.1 The tenders submitted will be evaluated in a two-stage process. The first stage will be the evaluation of documents required in 4.1 and 4.2 above to determine the tenderers capacity to undertake the works. Only tenderers considered competent for the works will be considered in the second stage of the evaluation.



- 13.2 The second stage will consider the quality of the information submitted in 4.1 and 4.2, the time required to undertake the works and the financial cost of the works submitted on the Form of Tender.
- 13.3 The following information will assist in the evaluation process:-
- i. Details of up to three projects completed by your company which are similar to the works described.
 - ii. Indicate the number of incidences that have occurred within the last five years where an employee has been injured on the job, if any. Please also indicate how much time such employees were off work because of the sustained injury (ies).
 - iii. Provide three (3) references from prior clients. These may be in the form of written letters from the clients or contact information.
 - iv. 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.
 - v. Proof of company payroll status and social insurance status.
 - vi. Indicate whether your company provides apprenticeships/training positions. If no apprenticeship or training positions exist, indicate whether your company provides training to current employees.
 - vii. Indicate the total number of employees working at your company and the number and percentage of Bermudian employees.
 - viii. Indicate whether your company has an environmental policy and, if so, please provide a copy.
 - ix. Indicate whether your company has a Safety and Health policy and, if so, please provide a copy.
 - x. Provide a list of your company's principals on the provided form.
 - xi. Indicate whether your company or its principals have participated in any business skills training either with the Bermuda Economic Development Corporation or otherwise.
 - xii. The Certificate of Confirmation of Non-Collusion form must be signed and returned with contractor's response.

(14) Award of Contract

- 14.1 The Government will award the contract to the tenderer whose proposal has been



determined to be substantially responsive to the tender documents and who, in the opinion of the Government, has offered the best proposal taking into consideration the price, the contractor's capability and available resources to carry out the contract effectively and the contractor's schedule. This may not be the lowest priced proposal received.

- 14.2 The Government does not bind itself to accept the lowest or any proposal and reserves the right to reject any proposal and to annul the tendering process and reject all tenders, at any time prior to award of contract, without thereby incurring any liability to the affected tenderer or tenderers, or being under any obligation to inform the affected tenderer or tenderers of the grounds for the Government's action.
- 14.3 The Government may declare the tender void when it is evident that there is a lack of competition or there has been collusion. All proposals may be rejected if substantially higher than the budget.
- 14.4 The Government of Bermuda shall run such searches as are necessary to determine the solvency of Tenderers. The contract shall not be let to any tenderer harboring **debt** to the Government, Tenderers shall be given the opportunity to settle any such **debts** during prior to award or to withdraw their tender.

(15) **Notification of Award**

- 15.1 Prior to the expiration of the period of tender validity prescribed in paragraph 6 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 Amount")
- 15.2 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.
- 15.3 Form of Contract
The Conditions of Contract shall comprise the 'General Conditions', which form part of the 'Short Form of Contract' First Edition 1999 published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC), and the 'Particular Conditions', which include amendments and additions to the General Conditions.
- 15.4 The Government will promptly notify the unsuccessful tenderers in writing.

(16) **Signing of Contract Agreement**

- 16.1 At the same time that the 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.

- 16.2 Within 14 calendar days of receipt of the Form of Contract, the successful tenderer shall sign the Form and return it to the Government.

End of Instructions to Tenderers