



INVITATION TO TENDER
FOR THE
OPERATION AND MAINTENANCE
OF THE
TYNES BAY WATER TREATMENT FACILITY

Proposal Issued Date
5th February 2016

Pre-tender Meeting and Site Visits
Wednesday 17th February, 2016 at 10:00 AM
Meet at Entrance to Plant off North Shore Road

Proposal Submittal Due Date
3:00 PM AST, 7th March, 2016
General Post Office, 3rd Floor Tender Box
56 Church Street, Hamilton HM CX, Bermuda

INSTRUCTIONS TO TENDERERS



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EXHIBIT 'A' Evaluation Matrix



INSTRUCTIONS TO TENDERERS

PART 1 GENERAL INFORMATION

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.

1.1 Time

Tender Return Date: 3:00 PM AST, 7th March, 2016

1.2 Description of the Works

- 1.2.1 The Government of Bermuda as represented by the Ministry of Public Works (**hereafter referred to as "Ministry"**) is requesting Tenders for the Operation, Maintenance and Repair of the Tynes Bay Water Treatment Facility and its adjacent ancillary facilities (herein after referred to as the *Affected Property*).

The *Affected Property* at 56 North Shore Road, Devonshire, was completed in two phases. The first phase was completed in April 2009 and produced 500,000 imperial gallons per day. The Second Phase subsequently expanded the facility to have the ability to produce 1,000,000 imperial gallons per day from seawater. The seawater is extracted from well head pumping stations adjacent to the property. As part of this contract the bidder is required to submit a lump sum fee to install and commission a third abstraction well and well head pumping plant to increase the supply of feed water to the *Affected Property*. The *Affected Property* is operated on-demand as directed by the Ministry based on public demand on the water distribution system. The *Affected Property* is powered by the Tynes Bay Waste-to-Energy Facility and there is also a backup generator on site.

It is the Ministry's policy to procure professional contracting services, which will yield, or result in the greatest project value to Bermuda. It is further understood that the quality of professional, technical and managerial skills may often have a disproportionately large influence on the overall project cost.

Notwithstanding the foregoing and any perceived tradition of contract award based on lowest price Tenders, the Ministry reserves the absolute right to award contracts based exclusively on the Ministry's perception of better value. The Ministry reserves the right not to enter into an agreement based on the Tenders received.

Greater weight shall be given to the quality of the Tenderers management, professional and technical staff. Administrative and quality management control processes will be evaluated. Neither the Tender offering the greatest overall project benefits, nor that offering the least total price will necessarily be ranked superior. It is essential that Tenders address all specific requirements of this Request for Tender.

Tenderers are advised that it is deemed advisable that they visit and meet with the Ministry Representative to better evaluate the Service Information prior to the submission of Tenders.

Tenderers shall offer Tenders comprised of two separate components; a Quality Submission containing Management and Technical Information and a Financial and Cost Submission.

1.3 Eligibility and Qualification Requirements

- 1.3.1 The Tenderer and/or the Tenderer's sub-contractors (**hereinafter referred to as the Tenderer**) must meet certain requirements, specified herein, in order to be considered as acceptable to provide a Bid for



the project. Tenderers, sub-contractors and contracting teams, who fail to meet with the requirements specified herein as to qualifications, will not qualify for this project, and their tenders will not be accepted.

- 1.3.2 The Tenderer must have a minimum of 5 years' experience. Significant relevant and demonstrated experience in the operation of a water treatment Plants specifically with reverse osmosis technology (a minimum of 5 years' experience) and managing of sub-Contractors.
- 1.3.3 Key Managing Personnel are required to hold certificates of achievement, RO specialist Certification or equivalent qualifications in treatment or desalination operations from a leading Industry Water Treatment Training Program. General membership in an international or national water treatment society or organization would be an advantage.
- 1.3.4 The Tenderer shall submit with his completed Tender all appropriate documentation in order to demonstrate the necessary experience and expertise as noted in Clauses 1.3.1, 1.3.2, and 1.3.3. This shall include descriptions of relevant and similar past projects, details of their Project Team with resumes of key personnel to be assigned to the project and the names and full details of experience of any sub-contractors.
- 1.3.5 In addition the Tenderer shall provide a reference from a bank or other financial institution confirming the Tenderer's capacity to provide the necessary financial resources to complete the works in accordance with the contract and schedule.
- 1.3.6 Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements:
 - The Tender Documents, and in the case of a successful Tenderer, the Form of Agreement shall be signed so as to be legally binding on all partners;
 - One of the partners shall be nominated as being the lead; and this authorisation shall be evidenced by submitting a power of attorney signed by legally authorised signatories of all the partners;
 - The lead partner shall be authorised to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture, and the entire execution of the Contract including payment shall be done exclusively with the lead partner;
 - All partners of the joint venture shall be liable, jointly and severally, for the execution of the Contract in accordance with the Contract terms and a relevant statement to this effect shall be included in the authorisation mentioned above as well as in the Form of Agreement (in the case of a successful Tenderer); and
 - A copy of the Agreement entered into by the joint venture partners shall be submitted with the Tender.
- 1.3.7 All corporate Tenderers must include, with their tenders, a copy of the company's Certificate of Incorporation as evidence of the fact that the company is an existing registered company at the date of tender. Failure to provide the certificate of incorporation will render the tender void.
- 1.3.8 All Tenderers shall be in compliance with the Companies Act 1981. Details of actions intended to ensure compliance with the Companies Act 1981, 1989 Revision, Sections 133 and 134. This shall include but not be limited to the names of proposed local legal representation for permit application; local contact name for a representative of the company; local contact address; Tenders for advertising locally and a schedule of anticipated fees associated with the permit application. Details of the Companies Act 1981 can be found at <http://www.laws.gov.bm>
- 1.3.9 Tenderers proven record of experience and projects;**
- 1.3.10 Corporate Background Information**

Tenderers shall include detailed information concerning the organisation and structure of their partnership, association of persons, or corporation, including all sub-contractors.

Tenders shall include:

 - detailed definition of the proposed contracting party;



- place of registration and location of the head office;
- names of directors, principals and key staff;
- Company Tax and Social Insurance Numbers;
- types of products or services offered; and
- A letter of reference from the Tenderers principal financial institution indicating its period of association with the Tenderer, the nature of its association with the Tenderer and any financial or other condition or circumstance, that it is aware of that may compromise the Tenderers ability to successfully undertake this project.

1.3.11 Working Background

Tenderers shall each provide summaries for at least three (3) water treatment plant operations, of a similar nature to the proposed services, that were undertaken by the Tenderer during the last five (5) years and which were carried out by staff assigned to this service. Additionally, Tenderers shall provide project summaries for proposed sub-contractors for at least three (3) projects of a similar nature to the services that the sub-contractors intend to provide for this service.

Summaries shall include the following:

- title, location and a brief description of the service;
- services provided by the Tenderer as they relate to this service;
- role and responsibility of the Tenderer;
- key staff on the project and their roles;
- start and completion dates of the service;
- Name of client, project contacts and telephone numbers.

1.3.12 Relevant Experience and Qualifications of Service Personnel

An organizational chart outlining all project positions, including company names and the reporting arrangements for personnel shall be included. Availability of all assigned staff throughout the relevant term of the service shall be confirmed by the Contractor in the Tender documents. Resumes or Curriculum Vitae for each individual key staff member assigned to the service shall be included emphasizing their most recent services similar in nature to this service and their role in each. Only personnel with proven technical competence to perform the required tasks shall be proposed. All staff assigned to the service shall be approved by the Government of Bermuda prior to their utilization.

1.3.13 Contractor's Plan

All Tenders shall contain a detailed management plan for the required works. The management plan shall detail such items as:

- The Management Structure;
- Contingencies for problem solving;
- Quality Management System (QMS);
- Financial Control;
- An Environmental Management System (EMS) establishing the Tenderers commitment to the protection of human life and safeguarding the natural environment during the course of its normal activities; and
- Health and Safety Program (HSP).

The Management Plan shall detail how the Tenderer proposes to ensure that the service as detailed in these Tender Documents will be delivered to the Ministry. The Management Plan will form part of the Agreement, if the Tender is accepted.

The Operations and Maintenance Manual for the *Affected Property* (Four Volumes) will be available to view at the offices of the Water Section, The Ash Plant Offices, 31 Palmetto Road, Devonshire. Tenderers are asked to contact the Project Engineer office at 278-0565 to schedule a time to view the documents. Tenderers will not be allowed to take away documents or make copies.



1.3.14 Tenderers Demonstrated understanding of the Clients requirements

In developing their Tenders, Contractors shall provide the following minimum information:

1.3.14.1 Methodology

Tenderers will present their methodology for undertaking the service and providing their professional and technical services in a safe, timely, effective and cost efficient manner.

The methodology shall clearly and concisely demonstrate:

- understanding of the service requirements;
- Tenders for the maintenance of a safe working environment,
- proposed use and availability of specialist plant and equipment,
- availability of qualified labour resources both Bermudian and foreign
- familiarity with the geographic, environmental, regulatory and technological requirements of the service;
- any additional factors that the Contractor deems appropriate;
- Details as required in the Service Information.

1.3.14.2 Tender Innovation

Tenderers are encouraged to submit Tenders, which are innovative and cost effective to the Ministry.

1.3.14.3 Safety and Health

- 1.3.15.3.1 All work 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, and any subsequent revision
- 1.3.15.3.2 Alcohol, Smoke and Drug-Free Policy: All Government buildings and work sites are designated as alcohol, smoke and drug-free.
- 1.3.15.3.3 Please note: the Department of Works and Engineering policy includes the provision that no alcohol or prohibited drugs shall be consumed on the site or in any vehicle related to the work or service provided. Also, no employ of the contractor or sub-contractor shall be under the influence of alcohol or drugs whilst at work.

1.3.16 Insurance

The Successful Tenderer shall submit evidence such as a copy of a certificate or a letter from its insurers, confirming Third Party Insurance has been retained for the amount shown in the Contract Data Part 1 of the documents and for the duration of the Works.

1.4 Cost of Tendering

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

1.5 Site Inspection and Tender Information

- 1.5.1 The Tenderer 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 his Tender.
- 1.5.2 Tenderers shall make their own assessment of existing facilities, conditions and difficulties which will attend the execution of the Works called for by the proposed Service Contract; including local conditions, constraints due to working in an occupied area with restricted hours, 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 *Affected Property* and by such other means as they choose as to actual conditions and requirements, and as to the quantities required.

- 1.4.15 No after claim will be allowed or considered for any work that may be required for the proper execution and completion of the Service Contract, 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

The set of Tender documents issued for the purpose of Tendering includes the documents stated below, together with any Addenda thereto issued in accordance with Paragraph 2.3 "Amendment to Tender Documents" of these instructions to tenderers and any minutes of pre-tender meetings.

- 2.1.1 Letter of Invitation
- 2.1.2 Instructions to Tenderers
 - 2.1.2.1 Exhibit 'A' – Tender Evaluation Matrix
- 2.1.3 Volume 1 – Contract Data Parts 1 & 2
 - 2.1.3.1 Company Information Forms
 - 2.1.3.2 Service Level Table
 - 2.1.3.3 ANNEX 'A' Price Schedule
 - 2.1.3.4 Attachment 'A' Form of Tender
 - 2.1.3.5 Attachment 'B' Certificate of Confirmation of Non-Collusion
- 2.1.4 Volume 2 – NEC3 Term Service Contract, Option A: Priced Contract with Form of Agreement
- 2.1.5 Volume 3 – Service Information
 - 2.1.5.1 Appendix A – Spare Parts List
 - 2.1.5.2 Appendix B – Drinking Water Standards
 - 2.1.5.3 Appendix C – Base Secondment Agreement
 - 2.1.5.4 Appendix D - Well Construction Specifications & Drawings

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 Bid submission will be at the Tenderer's own risk.

Tender documents can be downloaded from the Government of Bermuda, www.opmp.gov.bm "Procurement Notices" website.

2.2 Clarification on Tender Documents

- 2.2.1 A prospective Tenderer requiring any clarification of the Request for Tender documents may notify the Ministry in writing by email at the Ministry's address indicated below. The Ministry will respond by posting addenda on the www.opmp.gov.bm "Procurement Notices" website for clarification which they receive earlier than three (3) business days prior to the deadline for the submission of Tenders. Written copies of the Ministry'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.
- 2.2.2 Submissions of written queries shall be sent to the Service Manager at the following address by email:

Ministry of Public Works
Department of Works and Engineering
3rd Floor, 56 Church Street
Hamilton, HM12 Bermuda

Attention: J Tarik Christopher
Fax: (441) 278 0579;
Email: tjchristopher@gov.bm

Copy to: Keith Claridge
kclaridge@gov.bm

Absolutely no verbal questions/clarification will be acknowledged.

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



2.3 Amendment of Tender Documents

- 2.3.1 At any time prior to the deadline for submission of Tender, the Ministry may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Tenderer, modify the Request for Tender documents by the issuance of an Addendum.
- 2.3.2 The Addendum will be sent in writing by email to all prospective Tenderers who have attended the Site Meeting from the Ministry and will be binding upon them.
- 2.3.3 All prospective Tenderers are responsible for checking the Government of Bermuda, www.opmp.gov.bm "Procurement Notices" website and download Addenda posted with regard to this project.
- 2.3.4 In order to afford prospective Tenderers reasonable time in which to take an Addendum into account in preparing their Tenders, the Ministry may, at their discretion, extend the deadline for the submission of Tenders.



PART 3 PREPARATION OF TENDERS

3.1 Language of the Tender

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

3.2 Documents Comprising the Tender

3.2.1 The Tender to be prepared by the Tenderer shall contain the following:

- Attachment A Form of Tender – Mandatory
- Attachment B Certificate of Confirmation of Non-Collusion (Mandatory);
- Contract Data Part 2 – Data Provided by the Contractor;
- Company Information
- Personnel Qualifications
- Service Level Table;
- Annex 'A' Price Schedule

3.2.2 Additional Required Documentation

- Letter from principal bank confirming credit status of Tenderer;
- Eligibility and qualifications of firms;
- Tenderer's and Sub-contractor's Certificates of Incorporation;
- Service Schedule;
- Method Statement about how the service is to be completed;
- Safety and Health Policy for the Company;

3.2.3 Any other materials required to be completed and submitted in accordance with the Instructions to Tenderers embodied in the Request for Tender documents.

3.2.4 The Bid Forms provided in the Request for Tender documents shall be used without exception. One copy of the above is to be returned.

3.3 Tender Prices

3.3.1 Unless stated otherwise in the Request for Tender documents, the Contract shall be for the whole Services in the contract documents and based on the completed Price and Rates Form, as submitted by the Tenderer.

3.3.2 The Tenderer shall fill in separate prices 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 Ministry when executed and shall be deemed covered by the other lump sum prices in the Bid Price Breakdown.

3.3.3 All duties, taxes and other levies payable by the Tenderer under the Contract, or for any other cause, as of the closing date for submission of the Bid, shall be included in the rates and prices and total Bid.

3.4 Pricing

This contract is a Base Cost monthly fee with a Variable fee based on the volume of water produced. The Tenderer may add additional activities to the schedule in order to further break down the tendered total.

The actual cost will be the amount of payments due to sub-contractors for work which has been subcontracted and the cost of the remaining completed works to the contractor, less any disallowed costs.

3.4.1 Disallowed Costs

Disallowed costs are costs which the Service Manager decides:



- Are not justified by the Contractor’s accounts and records.
- Should not have been paid to a sub-contractor in accordance with his sub-contract.
 - Were only incurred because the contractor did not:
 - Follow an approved procedure for acceptance or procurement stated in the Service Information.
 - Give an early warning which the contract required him to give
 - Is the result of the contractor paying more to a sub-contractor than has been agreed in advance for additional works instructed under the contract.

and the cost of:

- Plant and Materials not used to provide the Service (after allowing for reasonable wastage) unless resulting from a change to the Service Information,
- resources not used to provide the Service (after allowing for reasonable availability and utilisation) or not taken away when the Service Manager requested,
- events for which this contract requires the Contractor to have insurance coverage and preparation for and conduct of an adjudication or proceedings of the tribunal

3.5 Activity Schedule

All prices listed in the activity schedule shall be the cost of the operation, maintenance and repair of the *Affected Property* and any administrative costs incurred during the operations.

The minimum level of detail for the activity schedule shall be as follows:

	Activity	Cost
1	Operations per month	BD\$
2	Maintenance/Repair per month	BD\$
3	Administration per month	BD\$
Total Cost(per month)		
Variable fee per 1000 Imp Gallons		
4	Install & Commission third Well(Lump Sum)	BD\$
5	Replacement of Membranes Train 1 year 2	BD\$
6	Replacement of Membranes Train 2 year 3	BD\$
7	Markup for Procurement Service Provided by Contractor for Major Equipment Purchases	%

3.6 Variable Fee

The submitted Variable Fee shall be inclusive of all other associated services as described in the Contract documents, including but not limited to; chemicals, grease, oils, and any other consumables required to operate, maintain and repair the plant.

3.7 Annual Price Adjustment

The pricing shall be adjusted annually on the anniversary of the start of the Service Period by the average monthly Consumer Price Index for Bermuda for the previous 12 month period.



3.8 Special Requirements

- 3.8.1 Fixed hourly and daily rates for the Services where indicated in the price schedule will be used in the evaluation of the service provide, payments shall be on a time charge basis.
- 3.8.2 The Consultant shall provide a price for the provisions on the Services detailed in this document which shall list all actual costs including, but not exclusively, labour, equipment and materials. Actual cost shall include overhead and profit. The price will form part of the evaluation of this tender.

3.9 Currencies of Tender

- 3.5.1 The tender rates shall be quoted by the Tenderer in Bermuda Dollars

3.10 Tender Validity Period

- 3.6.1 The Tenders shall remain valid and open for a period of 120 calendar days after the date of deadline for tender submission. The Tender shall remain binding and may be accepted at any time before the expiration of that period. The Contractor shall maintain, without charge, the proposed key staff.
- 3.6.2 In exceptional circumstances prior to the expiry of the original tender validity period, the Ministry may request the tenderer for a specified extension in the period of Validity. The request and the response thereto will be made in writing. The Tenderer may refuse the request and withdraw its tender. A tenderer agreeing to the request will not be required nor permitted to modify its tender.

3.11 Pre-Bid Site Tour Meeting

All Bidders or their official representative(s) on their own cost and responsibility are advised to attend the Pre-Bid meeting and Site tour to examine the site of the proposed work, so as to be fully acquainted with existing conditions and limitations. A site visit for all bidders has been arranged for **10am AST Wednesday, 17th February 2016**. Meet at the Affected Property gates to the Treatment Building on North Shore Road. **Appropriate PPE must be worn.**

- 3.11.1 The Ministry reserves the right to refuse any request for individual conducted site tours, at any other time than that identified in this tender.
- 3.11.2 The Tenderer may schedule additional site visits for further investigations by contacting the Service Manager.
- 3.11.3 The Tenderers or their official representative must register their presence with the Service Manager at the start of the meeting stating the name of the company they represent, their email address, and phone number.
- 3.11.4 The purpose of the meeting will be to visually review the site conditions, clarify issues and to answer questions on any matter that may be raised at that stage.
- 3.11.5 Minutes of the meeting, including details of the questions raised and responses given, will be furnished expeditiously to Tenderers and published with the tender documents listed on the government procurement website www.opmp.gov.bm. Any modification of the Tender documents that may become necessary as a result of the site tour meeting will be issued as addenda and will be published with the tender documents listed on the government procurement website www.opmp.gov.bm.



3.12 Format and Signing of Tenders

- 3.12.1 The Tenderer shall prepare one original set of the documents comprising the Tender as described in Sub-Clause 3.2 of these Instructions to Tenderers.
- 3.12.2 The Bid 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 initialed by the person or persons signing the Bid.
- 3.12.3 The complete Bid shall be without alterations, interlineations or erasures, except those to accord with instructions issued by the Ministry, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person or persons signing the Tender.
- 3.12.4 Only one Bid may be submitted by each Tenderer. No Tenderer may participate in the Tender of another for the same Contract in any relation whatsoever.

3.13 Tender Length

Tenders shall not exceed 30 pages in length, excluding supporting material. Supporting material includes requisite project references and resumes of key personnel; programme of works; pricing breakdown and schedule of cost components.



PART 4 SUBMISSION OF TENDERS

4.1 Sealing and Marking of Tenders

4.1.1 The Tenderer shall submit the Tenders utilizing a two-envelope system as described herein

4.1.1.1 Two Envelope System

The Tenderer shall submit the Tender utilizing a two-envelope system.

Four (4) identical bound copies of a **Management and Technical Information Section** shall be submitted in one envelope.

- One (1) copy marked "Original" and containing original signatures.
- Three (3) copies marked "Duplicate."

Two (2) identical bound copies of the **Price and Rates Schedule** shall be included in the second envelope.

- One (1) printed copy marked "Original" and containing original signatures.
- One (1) printed copies marked "Duplicate."

Both envelopes shall be submitted in accordance with Instructions to Tenderers, Sub-clause 2.3

4.1.2 The Tenderer shall seal both envelopes in a single package which shall be addressed as described in sub-clause 4.1.3

4.1.3 The envelope shall be sealed and clearly marked outer envelope and address to
Ministry of Public Works
General Post Office Building
3rd Floor, 56 Church Street
Hamilton HM CX
Bermuda

4.1.3.1 Bear the following identification:

Tender for "**Operation & Maintenance of the Tynes Bay Water Treatment Facility**"

The words "**DO NOT OPEN BEFORE 3:00PM AST on 7th March 2016**"

The envelope shall indicate the name and address of the Tenderer to enable the Tender to be returned unopened in the event that it is declared late or is otherwise unacceptable.

Each copy of the Tender shall be deposited in the Tender Box located at the office indicated in Sub-Clause 4.1.3 above or can be sent by mail or Courier..

The Tenderers are advised that Bermuda Customs clearance for courier packages, including documents, can take in excess of 10 calendar days. It is the Tenderers responsibility to ensure that their submissions are recorded as received prior to the submission deadline.

4.1.4 If the envelope is not sealed and marked as instructed above, the Government will assume no responsibility for the misplacement or premature opening of the Tender submitted. An envelope opened prematurely for this cause will be rejected by the Government and Tenderer notified.

4.2 Deadline for Submission of Tenders

4.2.1 Tenders must be received by the Ministry at the address specified above no later than the date and time specified in the letter of invitation.



4.2.2 The Ministry may, at their discretion, extend the deadline for submission of Tender by issuing an amendment in accordance with Clause 2.3 in which case all rights and obligations of the Ministry and the Tenderers previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

4.3 Late Tenders

Any Tender received by the Ministry after the deadline for submission of Tenders prescribed by the Ministry, in accordance with Clause 4.2 will be returned to the Tenderer.

4.4 Modifications and Withdrawal of Tenders

4.4.1 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 Ministry prior to the prescribed deadline for submission of Tenders.

4.4.2 The Tenderer's modification or notice of withdrawal shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 4.1 and 4.2 for the submission of Tenders with the envelope additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.

4.4.3 Subject to Clause 5.5, no Tender shall be modified subsequent to the deadline for submission of Tenders.



PART 5 TENDER OPENING AND EVALUATION

5.1 Tender Opening

- 5.1.1 Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 4.4 shall not be opened. The Ministry 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 **3:00pm on 7th March 2016**.
- 5.1.2 At Tender opening, a member of the Purchasing and Tendering Committee will announce the Tenderers' names and the Tender Prices.
- 5.1.3 The Ministry shall prepare, for their own records, minutes of the Tender opening, including the information disclosed to those present.
- 5.1.4 The opened Tender shall be delivered to the Tender evaluation team that same date. Should the Technical Submission be evaluated equal to or greater than the minimum score criteria then the Price and Rate Schedule Submission for the respective tenderer shall be opened. All other submissions associated with technical submissions that were evaluated as not qualified, will be rejected and keep on file.

5.2 Process to be Confidential

- 5.2.1 After the public 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 Tenderers or other persons not officially concerned with such process until the award of the Contract to the successful Tenderer has been announced.
- 5.2.2 Any effort by a Tenderer to influence the Ministry 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 Tenderer's Tender.

5.3 Clarification of Tenders

- 5.3.1 To assist in the examination, evaluation and comparison of Tenders, the Ministry may ask Tenderers individually for clarification of their Tenders. The request for clarification and the response shall be in writing. 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 Ministry during the evaluation of the Tenders in accordance with Clause 5.5.

5.4 Determination of Responsiveness

- 5.4.1 Prior to the detailed evaluation of Tenders, the Ministry will determine whether each Tender is substantially responsive to the requirements of the Tender documents.
- 5.4.2 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 Ministry's rights or the Tenderer's obligations under the Contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

5.5 Correction of Errors

- 5.5.1 Tenders determined to be substantially responsive will be checked by the Ministry for any arithmetic errors in computation and summations. Errors will be corrected by the Ministry as follows:



- Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
- 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.

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

5.6 Evaluation and Comparison of Tenders

5.6.1 The tenders submitted will be evaluated in a two-stage process. During the preliminary stage, a determination will be made as to whether all requested information has been provided. A short list of potential contractors will be developed, and their tenders will be scored utilizing an evaluation matrix with the following high level criteria: (i) Technical, experience and capacity criteria 50%; (iii) financial analysis; 40% and (iv) Social, Environmental and Economic criteria 10%. The Scores will be entered in to the evaluation matrix and ranked. The Evaluation Matrix is furnished for information purposes only as Exhibit 'A' as part of the contract Documents.

5.6.2 The evaluation of the technical, experience and capacity and social, environmental and economic criteria will be based on the information provided in accordance with Clause 1.3.

Factors to be considered in the evaluation of the Tender submission shall be:

- Tenderers Eligibility;
- Tenderers proven record of experience;
- Contractor's Plan ;
- Demonstrated understanding of the Clients requirements;
- Programme
- Tenderers Project Team

In the Financial Analysis of Tender, the Ministry will use the following criteria in the Appendix A of the Evaluation Matrix.

Factors to be considered in the financial evaluation of the Tender submission shall be:

- Monthly base cost
- Variable cost for volume of water produced
- Procurement Management fee for the replacement of equipment required during the Service Period
- Lump sum fee for the installation of a third abstraction well
- Lump sum for phased membrane replacement during the Service Period.

In addition the following Schedule of Rates to be priced in the Price Schedule will be used in the Financial Analysis of the Tender.

Hourly Rate Company Director	
Hourly Rate Technical – Professional quantified	
Hourly Rate of Contract Manager and Scheduler	
Hourly Rate Technical Staff - Technologist	
Hourly Rate Skilled Labour	
Hourly Rate Unskilled Labour	

5.6.3 The Ministry will evaluate and compare only Tenders determined to be substantially responsive to the requirements of the Tender documents in accordance with Clause 5.4



- 5.6.4 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 relation to this type of work, and the applicable qualifications of the team and each team member proposed to be used to undertake the work. The Government reserves the right to accept or reject any variations, deviations or alternative offers. Variations, deviations and alternative offers and other factors which are in excess of the requirement of the tendering documents or otherwise result in the accrual of unsolicited benefits to the Government shall not be taken into account in the tender evaluation.
- 5.6.5 The Ministry 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 Ministry shall not be taken into account in Tender Evaluation.



PART 6 AWARD OF CONTRACT

6.1 Award Criteria

- 6.1.1 Subject to Clause 5.5, the Ministry 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 Ministry, has offered the best Tender taking into consideration the Tender price, the Tenderer's capability and available resources to carry out the Contract effectively. This may not be the lowest priced tender received.
- 6.1.2 The Ministry is not bound to accept the lowest priced or any Tenders and reserves the right to reject any Tender 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 obligations to inform the affected Tenderer or Tenderers of the grounds for the Ministry's action.
- 6.1.3 The Ministry may declare the Tendering void when it is evident that there is a lack of competition or there has been collusion. All Tenders may be rejected if substantially higher than the budget.

6.2 Notification of Award

- 6.2.1 Prior to the expiration of the period of Tender Validity prescribed in clause 3.9 of these instructions the Ministry 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 Ministry will pay to the Contractor in consideration of the execution, completion and maintenance of the Service Contract by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").
- 6.2.2 The successful tender together with the letter of acceptance will constitute the formation of a binding the Contract unless and until a formal agreement is executed.
- 6.2.3 The Ministry will promptly notify the unsuccessful Tenderers that their Tenders have been unsuccessful.

6.3 Signing of Contract Agreement

- 6.3.1 At the same time that the Ministry notifies the successful Tenderer that its Tender has been accepted, the Ministry will send the Tenderer the Form of Agreement provided in the Tendering documents, incorporating all agreements between the parties.
- 6.3.2 Within 7 business days of receipt of the Form of Agreement, the successful Tenderer shall sign the Form and return it to the Ministry.



PART 7 RETURNABLE DOCUMENTS

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

- Contract Data Part 2 – Data Provided by the Contractor;
- Company Information
- Personnel Qualifications
- Service Level Table;
- **Annex A: Price Schedule;**
- Attachment A Form of Tender – (Mandatory)
- Attachment B Certificate of Confirmation of Non-Collusion (Mandatory);

Additional Required Documentation

- Letter from principal bank confirming credit status of Tenderer;
- Eligibility and qualifications of firms;
- Tenderer's and Sub-contractor's Certificates of Incorporation;
- Service Schedule;
- Method Statement about how the service is to be completed;
- Safety and Health Policy for the Company;

END OF INSTRUCTIONS TO TENDERERS



Exhibit 'A': Tender Evaluation Matrix

1. EXPERIENCE & CAPABILITY:

Technical Competence of Tenderer's Team / Organization	Score / 10	Weighting	Total Weighted Score
Does the bidder clearly demonstrate the ability to deliver the requirements of the tender?	/10	1.0	/10
Did the bidder offer sufficient evidence of staff experience that have undertaking similar operations within public health parameters specified?	/10	1.0	/10
Did the bidder offer evidence of experience with operations of a similar technical level?	/10	1.0	/10
Were the bidders referees positive about their experience of working with the operator/contractor, and would they use them again?	/10	1.0	/10
Did the tenderer attend the site meeting and view the documentation to make themselves fully aware of the requirements of the operation?	/10	1.0	/10
Experience & Capability Score:			/50

2. FINANCIAL - PRICES AND RATES:

FINANCIAL EVALUATION	Score / 10	Weighting	Total Weighted Score
Tender price (include all costs)	/10	2.5	/25
The bidder is in a stable Financial Position	/10	1.0	/10
The Bidder has no outstanding Government debt	/10	0.5	/5
Prices and Rates Score:			/40

3. SOCIAL:

SOCIAL, ENVIRONMENT AND ECONOMIC	Score / 10	Weighting	Total Weighted Score
Percentage of Workforce that are Bermudian	/10	1.0	/10
Prices and Rates Score:			/10

TOTAL EVALUATION SCORE: _____/100



Exhibit 'A': Tender Evaluation Matrix (continued)

EXPLANATORY NOTES:

Proposals will be evaluated to determine the best value offered to the Government of Bermuda based on pre-determined criteria:

The bid price alone will not be the sole determining factor in the selection of the successful bidder for this work. The Government will consider the tender costs for all items identified herein together with the bidder's qualifications, references, and understanding of the scope of work to form the basis for its decision on who will be selected. The Government reserves the right to reject any or all bids and to determine which bid is, in the Government's judgment, the most responsive.

The evaluation committee may, at its sole option, ask for interviews or oral presentations by any Proponent(s) participating in this process (creation of a short list). Attendance at any such interview will be at the Proponent's expense.

The evaluation committee may seek written clarification from any or all prospective contractors in order to better understand and to evaluate the proposal.

Evaluation Criteria

A. 1. Experience & Capability Criteria

Components to be evaluated include:

- i. Level of detail submitted with Tender;
- ii. Evidence of undertaking similar operations;
- iii. Attendance of site meetings and effort made to become fully aware of the plant
- iv. Response from references: and

2. Financial – Prices and Rates.

Components to be evaluated include:

- i. The lowest price shall be awarded 10 points (all prices within 5% will receive the same price points). The next lowest price (beyond 5%) will receive 7.5 points. Points for other submissions will be assigned with 2.5 fewer points for each successively higher priced price proposal. But again, each time the same score will be awarded if successive prices are within 5% of the last highest price.
- ii. Notwithstanding the Experience and Capability and Price scores, the Government reserves the right to reject any tender where prices are deemed to be unreasonable relative to other prices proposed, typically a 25% variance from the average qualified proposal (excluding the proposal in question).
- iii. The Government reserves the right to negotiate any or all conditions of the Contractor's proposed work plan and reject all submitted proposals.
- iv. The Government reserves the right to award a contract to the bidder whose services are judged most likely to produce a project, which results in best overall value to the Government. **The lowest priced tender or highest qualified bid, or any bid, will not necessarily be accepted.**