



**Ministry of Public Works
Department of Works and Engineering**

**Request for Supplier Qualifications
For
Term Contract for Provision of Excavation and Reinstatement Services on an As
Needed Basis**

Request for Supplier Qualifications No.: **50/600/00**

Issued: **Monday, February 11, 2019**

Submission Deadline: **Wednesday, February 27, 2019 03:00:00 PM AST**

TABLE OF CONTENTS

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS.....	4
1.1 Invitation to Respondents	4
1.2 RFSQ Contact	4
1.3 Master Framework Agreement	4
1.4 RFSQ Timetable.....	5
1.5 Submission of Responses	5
PART 2 – EVALUATION AND SELECTION	6
2.1 Stages of Evaluation.....	6
2.2 Stage I – Mandatory Submission Requirements	6
2.3 Stage II – Evaluation	6
2.4 Stage III – Pricing	6
2.5 Ranking and Selection.....	6
2.6 Notification of Top-Ranked Respondents	7
2.7 Second-Stage Competitive Process	7
PART 3 – TERMS AND CONDITIONS OF THE RFSQ PROCESS	8
3.1 General Information and Instructions	8
3.2 Communication after Issuance of RFSQ.....	9
3.3 Notification and Debriefing.....	10
3.4 Conflict of Interest and Prohibited Conduct.....	10
3.5 Confidential Information.....	12
3.6 Procurement Process Non-Binding.....	12
3.7 Governing Law and Interpretation.....	13
APPENDIX A – SUBMISSION FORM	14
APPENDIX B – PRICING	17
APPENDIX C – RFSQ PARTICULARS	18
A. THE DELIVERABLES	20
B. MATERIAL DISCLOSURES.....	23
C. MANDATORY SUBMISSION REQUIREMENTS	23
D. MANDATORY TECHNICAL REQUIREMENTS.....	24
E. PRE-CONDITIONS OF AWARD	25
F. RATED CRITERIA	25
APPENDIX D – MASTER FRAMEWORK AGREEMENT	26
APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION	27
 ANNEX A - SUBCONTRACTOR INFORMATION	
 ANNEX B - LOCAL BENEFITS	
 ANNEX C - PERSONNEL QUALIFICATIONS	
 ANNEX D - AGREEMENT ACKNOWLEDGEMENT	
 ANNEX E - FORM OF AGREEMENT	
 DRAWING STD01 – STANDARD METER CHAMBER DETAILS	

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Respondents

This Request for Supplier Qualifications (“RFSQ”) is an invitation by the Government of Bermuda (the “Government”) to prospective respondents to qualify in accordance with Evaluation of Responses (Part 2) for eligibility to provide **Term Contract for Provision of Excavation and Reinstatement Services on an As Needed Basis** as further described in Section A of the RFSQ Particulars (Appendix C) (the “Deliverables”).

The work will involve the provision of mechanical digging equipment to excavate and expose water supply mains to be repaired by Ministry of Public Works (MPW) personnel. Once repaired the contractor shall supply all materials, labour and equipment to backfill and reinstate the excavation. The work is to be undertaken on an as needed basis and the contractor shall respond to a request no later than 24hrs following notification.

1.2 RFSQ Contact

For the purposes of this procurement process, the “RFSQ Contact” will be:

Mr. J. Tarik Christopher at email tjchristopher@gov.bm

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Government, other than the RFSQ Contact, concerning matters regarding this RFSQ. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent’s response.

Respondents that download this file and intend to respond are required to register their interest with the RFSQ Contact by emailing their company name and contact information to

Mr. J. Tarik Christopher at email tjchristopher@gov.bm

prior to the Submission Deadline as noted in the RFSQ timetable below.

Amendment/addenda (if any) will be posted at <https://www.gov.bm/procurement-notice>. Respondents should visit the Government Portal on a regular basis during the procurement process.

1.3 Master Framework Agreement

Selected respondents will be invited to enter into an agreement with the Government in the form set out in Appendix D (the “Master Framework Agreement”), which will govern the potential subsequent provision of the Deliverables pursuant to invitational second-stage competitive processes. The term of the Master Framework Agreement is to be for a period of 1 years with an option in favour of the Government to extend the Master Framework Agreement on the same terms and conditions for an additional term of up to 1 years based on satisfactory service, performance and pricing for each previous and optional period. Joint submissions are acceptable however if a joint submission is made, the submission must clearly indicate which party will act as the prime contractor.

1.4 RFSQ Timetable

Issue Date of RFSQ	Monday, February 11, 2019
No Pre-Bid / Site Meeting	
Deadline for Questions	Wednesday, February 20, 2019 4:00 PM
Deadline for Issuing Addenda	Friday, February 22, 2019 4:00 PM
Submission Deadline	Wednesday, February 27, 2019 03:00:00 PM
Rectification Period	3 business days
Anticipated Execution of Master Framework Agreement	Friday, March 29, 2019

All times listed are in Atlantic Standard Time (AST). The RFSQ timetable is tentative only and may be changed by the Government at any time. For greater clarity, business days means all days that the Government is open for business.

1.5 Submission of Responses

1.5.1 Responses to be submitted at the Prescribed Location

Responses must be submitted to:

Tender Box at the Ministry of Public Works,
Located on the 3rd Floor, General Post Office Building,
56, Church Street, Hamilton, HM12, Bermuda.
E-mail and facsimile submissions are not accepted.

1.5.2 Responses to be Submitted on Time

Responses must be submitted at the location set out above on or before the Submission Deadline. Responses submitted after the Submission Deadline will be rejected.

1.5.3 Responses to be Submitted in Prescribed Manner

Respondents shall submit two signed original hard copies of their response. Responses are to be submitted in a sealed package prominently marked with the RFSQ title and number (see RFSQ cover) and will not be opened until Wednesday, February 27, 2019 03:00:00 PM. The full legal name and return address of the respondent should be marked on the package as well.

1.5.4 Amendment of Responses

Respondents may amend their responses prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFSQ title and number and the full legal name and return address of the respondent to the location set out above. Any amendment should clearly indicate which part of the response the amendment is intended to amend or replace.

1.5.5 Withdrawal of Responses

At any time throughout the RFSQ process, a respondent may withdraw a submitted response. To withdraw a response, a notice of withdrawal must be sent to the RFSQ Contact and must be signed by an authorized representative of the respondent. The Government is under no obligation to return withdrawn responses.

[End of Part 1]

PART 2 – EVALUATION AND SELECTION

2.1 Stages of Evaluation

The Government's representative will conduct the evaluation of responses in the following three stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which responses comply with all of the mandatory submission requirements. If a response fails to satisfy all of the mandatory submission requirements, the Government's representative will issue the respondent a rectification notice identifying the deficiencies and providing the respondent an opportunity to rectify the deficiencies. If the respondent fails to satisfy the mandatory submission requirements within the Rectification Period, its response will be rejected. The Rectification Period will begin to run from the date and time that the Government issues a rectification notice to the respondent. The mandatory submission requirements are set out in Section C of the RFSQ Particulars (Appendix C).

2.3 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical Requirements

The Government's representative will review the responses to determine whether the mandatory technical requirements set out in Section D of the RFSQ Particulars (Appendix C) have been met. Questions or queries from the Government's representative regarding compliance with the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.3.2 Rated Criteria

The Government will evaluate each qualified response on the basis of the rated criteria as set out in Section F of the RFSQ Particulars (Appendix C).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing in accordance with the price evaluation method set out in Pricing (Appendix B). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

2.5 Ranking and Selection

Based on the evaluation of the responses in Stage II & III, all respondents meeting the Minimum Thresholds set out in the Rated Criteria table in Section F of the RFSQ Particulars (Appendix C) will be ranked to enter into a Master Framework Agreement for inclusion on a prequalified supplier list for eligibility to participate in potential procurement of the Deliverables

2.6 Notification of Top-Ranked Respondents

The top-ranked respondents selected by the Government to enter into the Master Framework Agreement in accordance with the process set out in the Evaluation and Selection (Part 2) will be so notified by the Government's representative in writing. Each selected respondent will be expected to satisfy the pre-conditions of award listed in Section E of the RFSQ Particulars (Appendix B) and to enter into the Master Framework Agreement within the timeframe specified in the selection notice. Failure to do so may result in the disqualification of the respondent and the selection of another respondent.

2.7 Second-Stage Drawdown Process

The top ranked respondent will head a roster and will be required to enter into a Form of Agreement to provide the services to meet a Term Contract for Provision of Excavation and Reinstatement Services on an As Needed Basis. In the event that the top ranked respondent fails to provide the services as detailed the next ranked respondent will be invited to enter into a Form of Agreement and take over the Term Contract for Provision of Excavation and Reinstatement Services on an As Needed Basis

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFSQ PROCESS

3.1 General Information and Instructions

3.1.1 Respondents to Follow Instructions

Respondents should structure their responses in accordance with the instructions in this RFSQ. Where information is requested in this RFSQ, any response submitted should reference the applicable section numbers of this RFSQ.

3.1.2 Responses in English

All responses must be written in the English language only.

3.1.3 No Incorporation by Reference

The entire content of the respondent's response should be submitted in a fixed form, and the content of websites or other external documents referred to in the respondent's response but not attached will not be considered to form part of its response.

3.1.4 References and Past Performance

In the evaluation process, the Government may include information provided by the respondent's referees and may also consider the respondent's past performance or conduct on previous contracts with the Government or other institutions.

3.1.5 Information in RFSQ Only an Estimate

The Government and its advisers make no representation, warranty or guarantee as to the accuracy of the information or empirical data contained in this RFSQ or issued by way of addenda. Any quantities shown or data contained in this RFSQ or provided by way of addenda are estimates only, and are for the sole purpose of indicating to respondents the general scale and scope of the Deliverables. It is the respondent's responsibility to obtain all the information necessary to prepare a response in response to this RFSQ.

3.1.6 Respondents to Bear Their Own Costs

The respondent will bear all costs associated with or incurred in the preparation and presentation of its response, including, if applicable, costs incurred for interviews, travel or demonstrations.

3.1.7 Response to be Retained by the Government

The Government will not return the response or any accompanying documentation submitted by a respondent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

This RFSQ process will not result in any commitment by the Government to purchase any goods or services from any respondent, and the Government is under no obligation to proceed with any second-stage competitive process for the procurement of the Deliverables. The Government makes no guarantee of the value or volume of the Deliverables that may be required over the

term of the Master Framework Agreement. Neither the Master Framework Agreement, nor any agreement entered into pursuant to an invitational second-stage competitive process, will be an exclusive contract for the provision of the Deliverables. The Government may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.1.9 Equivalency

When proprietary names, brands, catalogues or reference numbers are specified in the Deliverables, they are intended to set a minimum standard, and preference for any particular material or equipment is not intended. The respondent may offer material or equipment of similar characteristics, type, quality, appearance, finish, method of construction and performance and if doing so must disclose any difference in the characteristics, type, quality, appearance, finish, method of construction or performance of the material or equipment.

3.2 Communication after Issuance of RFSQ

3.2.1 Respondents to Review RFSQ

Respondents should promptly examine all of the documents comprising this RFSQ, and may direct questions or seek additional information in writing by email to the RFSQ Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFSQ Contact. The Government is under no obligation to provide additional information, and the Government will not be responsible for any information provided by or obtained from any source other than the RFSQ Contact. It is the responsibility of the respondent to seek clarification from the RFSQ Contact on any matter it considers to be unclear. The Government will not be responsible for any misunderstanding on the part of the respondent concerning this RFSQ or its process.

3.2.2 All New Information to Respondents by Way of Addenda

This RFSQ may be amended only by addendum in accordance with this section. If the Government's representative, for any reason, determines that it is necessary to provide additional information relating to this RFSQ, such information will be communicated to all respondents by addendum. All Addenda (if any) will be published online at <https://www.gov.bm/procurement-notice>. Each addendum forms an integral part of this RFSQ and may contain important information, including significant changes to this RFSQ. Respondents are responsible for obtaining all addenda issued by the Government's representative. In the Submission Form (Appendix A), respondents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the Government's representative determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Government may extend the Submission Deadline.

3.2.4 Verify, Clarify and Supplement

When evaluating responses, the Government's representative may request further information from the respondent or third parties in order to verify, clarify or supplement the information provided in the respondent's response. The information may include, without limitation,

clarification with respect to whether a response meets the mandatory technical requirements set out in Section D of the RFSQ Particulars (Appendix C). The Government may revisit, re-evaluate and rescore the respondent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Respondents

Once the Agreement is executed by the Government's representative and a respondent, the other respondents may be notified directly in writing of the outcome of the procurement process.

3.3.2 Debriefing

Respondents may request a debriefing after receipt of a notification of the outcome of the RFSQ process. All requests must be in writing to the RFSQ Contact and must be made within sixty (60) days of such notification.

3.3.3 Procurement Protest Procedure

If a respondent wishes to challenge the RFSQ process, it should provide written notice to the RFSQ Contact in accordance with the Government's Procurement Protest procedures. The notice must provide detailed explanation of the respondent's concern with the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFSQ, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFSQ process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Government in the preparation of its response that is not available to other respondents; (ii) communicating with any person with a view to influencing preferred treatment in the RFSQ process (including but not limited to the lobbying of decision makers involved in the RFSQ process); or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFSQ process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the respondent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The Government may disqualify a respondent for any conduct, situation or circumstances determined by the Government, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.4.3 Disqualification for Prohibited Conduct

The Government may disqualify a respondent or terminate any contract subsequently entered into if the Government determines that the respondent has engaged in any conduct prohibited by this RFSQ.

3.4.4 Prohibited Respondent Communications

Respondents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix A).

3.4.5 Respondent Not to Communicate with Media

Respondents must not at any time directly or indirectly communicate with the media in relation to this RFSQ or selection of respondents pursuant to this RFSQ without first obtaining the written permission of the RFSQ Contact.

3.4.6 No Lobbying

Respondents shall not in relation to this RFSQ or the evaluation and selection process, engage directly or indirectly in any form of political action or other activity whatsoever to influence or attempt to influence Parliament, the Government's representative, or to influence or attempt to influence any legislative or regulatory action, in the selection or evaluation of any respondent.

3.4.7 Illegal or Unethical Conduct

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Respondents must not engage in any unethical conduct, including lobbying (as described above) or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Government; deceitfulness; submitting responses containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process.

3.4.8 Past Performance or Past Conduct

The Government may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour submitted pricing or other commitments; or

- (c) any conduct, situation or circumstance determined by the Government, in its sole and absolute discretion, to have constituted a Conflict of Interest.

3.4.9 No Collusion

Respondents must not engage in any collusion and must sign the certificate as set out in the Certificate of Confirmation of Non-Collusion (Appendix E).

3.5 Confidential Information

3.5.1 Confidential Information of the Government

All information provided by or obtained from the Government in any form in connection with this RFSQ either before or after the issuance of this RFSQ

- (a) is the sole property of the Government and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFSQ and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the RFSQ Contact; and
- (d) must be returned by the respondents to the Government immediately upon the request of the Government.

3.5.2 Confidential Information of Respondent

A respondent should identify any information in its response or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Government. The confidentiality of such information will be maintained by the Government, except as otherwise required by the Public Access to Information Act 2010 or by order of a court or tribunal. Respondents are advised that their responses will, as necessary, be disclosed on a confidential basis, to the Government's advisers retained to advise or assist with the RFSQ process, including the evaluation of responses. If a respondent has any questions about the collection and use of personal information pursuant to this RFSQ, questions are to be submitted to the RFSQ Contact.

3.6 Procurement Process Non-Binding

3.6.1 No Process Contract

This RFSQ is a request for responses only and participation in this RFSQ is not intended to create legal obligations between the Government and any of the respondents or their representatives. For greater certainty and without limitation:

- (a) Participation in this RFSQ will not give rise to any preliminary contract or collateral contract;
- (b) No respondent shall have any claim for any compensation of any kind whatsoever (whether in a contract, tort, law, equity or otherwise), as a result of participating in this RFSQ, and by submitting a response each respondent shall be deemed to have agreed that it has no claim against the Government;

- (c) The decision to award or not to award a contract to any respondent is at the discretion of the Government. The Government shall have no liability to any respondent with respect to the awarding of contract or the failure to award a contract to any respondent. Respondents acknowledge that the respondent that submits the response with the lowest price might not be awarded a contract.

3.6.2 No Legal Relationship or Obligation

No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and the Government by this RFSQ process.

3.6.3 Cancellation

The Government may cancel or amend the RFSQ process without liability at any time. Cancellation may occur, for example, if:

- no qualitatively or financially worthwhile offer has been received or there has been no valid response at all;
- the economic or technical parameters of the project have changed fundamentally;
- exceptional circumstances or force majeure render normal implementation of the project impossible;
- all offers exceed the financial resources available, or are otherwise inconsistent with the principles of economy, efficiency and effectiveness; or
- irregularities require cancellation in the interest of fairness.

The publication of a procurement notice does not commit the Government to implement the programme or project announced.

3.7 Governing Law and Interpretation

The Terms and Conditions of RFSQ Process (Part 3)

- (a) are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of Bermuda applicable therein.

[End of Part 3]

APPENDIX A – SUBMISSION FORM

1. Respondent Information

Please fill out the following form, naming one person to be the contact for this RFSQ response and for any clarifications or communication that might be necessary.	
Full Legal Name of Respondent or Personal/Given Name:	
Representative Name (Person with Signing Authority) / Title:	
Any Other Relevant Name under which Respondent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Respondent's Social Insurance Number issued by the Government of Bermuda:	
Respondent's Payroll Tax Number issued by the Government of Bermuda:	
Company Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Fax:	
Respondent Contact Email:	

2. Acknowledgment of Non-Binding Procurement Process

The respondent acknowledges that this RFSQ process will be governed by the terms and conditions of the RFSQ and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Process Contract) and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Government and the respondent unless and until the Government's representative and the respondent execute a written agreement for the Deliverables pursuant to a subsequent invitational second-stage procurement process.

3. Ability to Provide Deliverables

The respondent has carefully examined the RFSQ documents and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFSQ for the rates set out in its response.

4. Addenda

The respondent is requested to confirm that it has received all addenda by listing the addenda numbers, _____to _____ (if applicable) issued by the Government’s representative, or if no addenda were issued by the Government’s representative write the word “None”. The onus is on respondents to make any necessary amendments to their responses based on the addenda. The respondent confirms it has read, received and complied with these addenda. Respondents who fail to complete this section will be deemed to have received all posted addenda.

5. No Prohibited Conduct

The respondent declares that it has not engaged in any conduct prohibited by this RFSQ.

6. Conflict of Interest

Respondents must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFSQ. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the response; **AND** (b) were employees of the Government within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its response; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFSQ.

Otherwise, if the statement below applies, check the box.

- The respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its response, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFSQ.

If the respondent declares an actual or potential Conflict of Interest by marking the box above, the respondent must set out below details of the actual or potential Conflict of Interest:

7. Disclosure of Information

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

Signature of Witness

Signature of Respondent Representative

Name of Witness

Name of Respondent Representative

Title of Respondent Representative

Date

I have the authority to bind the respondent.

APPENDIX B – PRICING

1. Instructions on How to Provide Pricing

- (a) Respondents should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their responses, or, if there is no table below, by completing the attached form and including it in their responses.
- (b) Pricing shall be provided in Bermuda funds, inclusive of all applicable duties and taxes.
- (c) Pricing quoted by the respondent shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

Pricing is worth 50 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each respondent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated in accordance with the following formula:

$\text{Lowest price} \div \text{respondent's price} \times \text{weighting} = \text{respondent's pricing points}$

3. Required Pricing Information

Deliverable Category	Rate	Unit	Notional Quantity	Price
Supply of excavating equipment inclusive of operator and mobilization		Hourly	100	
Supply of excavating equipment inclusive of operator and mobilization for excavating hard rock		Hourly	25	
Supply of Traffic control using stop and go labour for excavation in highways		Daily	8	
Supply of Traffic Control lighting		Daily	8	
Supply of truck with driver for delivery and removal of material		Hourly	100	
Supply of Backfill material		Per Ton	50	
Backfill and compact excavation		Per Cubic Yard	75	
Reinstate excavation with 5" asphalt		Per Square ft	500	
Reinstate excavation with 5" concrete		Per Square ft	100	
Reinstate excavation with 5" soil		Per Square ft	100	
Excavate and construct Meter Chamber Type I as detailed on Drg STD01		Per Chamber	20	
Excavate and construct Meter Chamber Type II as detailed on Drg STD01		Per Chamber	10	
TOTAL				

ITEM	DESCRIPTION	RATE Increase (%)
1.	Monday to Saturday Working outside 7am to 6pm	
2.	Sunday Working	

4. Pricing Review

In addition to any rights to verify, clarify and supplement, the Government will examine the responses 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.

Arithmetical errors will be rectified on the following basis:

- (i) 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 respondent 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;
- (ii) Where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and
- (iii) 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.

APPENDIX C – RFSQ PARTICULARS

A. THE DELIVERABLES

Supply of excavating equipment inclusive of mobilization

The contractor shall price for the supply of a mini excavator with a licensed operator. The digger shall have a digging depth of up to 10ft and dig reach of at least 15ft. The machine shall have rubber tracks to protect existing undisturbed surfaces. The machine shall have full 360 degree swing capability. The machine shall have minimal oil leaks and the contractor will be responsible for repairing any damage arising from fluid leaks emanating from the machine. The machine shall have the capability of utilizing bucket widths from 6ins to 12ins with the option of fitting a hydraulic hammer to break up hard materials (Concrete etc). All rates given shall include for mobilization and transportation of machine to and from the excavation site.

In the event that the trenching machine cannot remove harder than normal rock during excavations then, after notification to, and by agreement with, the Employer's Representative this rock shall be removed by hammering. The rates for hammering shall be charged on an hourly basis as per the prices described in Schedule of Rates.

The normal working hours shall be 7am to 6pm Monday to Saturday. Where works are unavoidable outside this normal hours or necessary for saving life or property or for the safety of the Works an enhanced rate may be agreed by Ministry management personnel.

Works will mainly be carried out on public roads which may cause interruption to the Works during peak traffic times.

The Contractor shall be fully responsible for any damage to services that were clearly marked at the surface caused by the Contractors work and shall fully indemnify the Employer from any liability arising from any such damages.

When approaching underground services, the Contractor shall cease mechanical digging when machinery is within three (3) feet of the service location or when digging indicates that a service is present.

All workers under the employ of the Contractor, including any sub contractors it may employ shall comply with the Health and Safety at Work Act 1982 and at a minimum wear at all times.

1. A hard hat
2. Metal toe safety boots
3. Reflective vests.

Supply of Traffic control for excavation in highways

All Works in highways shall be conducted in accordance with the Health and Safety at Work Act 1982. The Contractor in conjunction with Ministry personnel shall erect appropriate traffic warning signs and safety barriers. Safe access must be maintained to all public and private properties at all times.

The Contractor shall at all times maintain at least one (1) lane of the carriage way open to the public and free of any excavation materials. The contractor shall provide a rate for the provision of personnel to operate a stop and go board traffic control system to maintain traffic flows.

The Contractor shall comply with all traffic management requirements of the Trenching License and any other governmental authority requirements of Applicable Law.

In the event that temporary traffic control signals are required the contract shall include in a daily hire rate all mobilization and transportation of the equipment to and from the excavation site. The contractor is required to provide full maintenance and repair service for the equipment within the hour of a reported breakdown. The contractor shall provide an emergency contact telephone number to respond to all breakdowns of the equipment.

Supply of Backfill material

When sufficient satisfactory soil materials are not available from excavations the contractor shall supply material from off site, specified as follows:

Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.

Backfill and compact excavation

Place and compact bedding course on trench bottoms and where instructed. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, and fittings.

Place and compact initial backfill material, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the utility pipe. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of utility piping to avoid damage or displacement of piping . Coordinate backfilling with utilities testing. The backfilling is to be compacted in layers of not more than 8 ins and a minimum compaction ration of 95% shall be attained.

Reinstate excavation with 5" asphalt

Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

Permanent re-instatement will be carried out by others.

Temporary reinstatement to be completed immediately upon completion of backfill.

In asphalt paved areas the trench edges are to be saw cut prior to asphaltting to provide a uniform edge.

A minimum of 5" of compacted asphalt shall be laid to finish flush with adjacent surfaces.

Reinstate excavation with 5" concrete

Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

Reinstatement to be completed immediately upon completion of backfill.

In concrete paved areas the trench edges are to saw cut prior to concreting to provide a uniform edge.

A minimum of 5" of mass 1500psi concrete shall be laid to finish flush with adjacent surfaces.

Reinstate excavation with 5" soil

Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

Reinstatement to be completed immediately upon completion of backfill.

A minimum of 5” of topsoil shall be laid to finish flush with adjacent surfaces and then seeded with grasses to match existing.

B. MATERIAL DISCLOSURES

The material disclosures that apply to this RFSQ, if any, are set out below.

N/A

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix A)

Each response must include a Submission Form (Appendix A) completed and signed by an authorized representative of the respondent.

2. Pricing (Appendix B)

Each response must include pricing information that complies with the instructions contained in Pricing (Appendix B).

3. Other Mandatory Submission Requirements

Sub Contractor Information

See Annex A - Subcontractor Information

Proof of Insurance

Provide Insurance details to Employer’s Representative for review. Submit with reasonable promptness and in an orderly sequence so as to not cause delay in the Work. Failure to submit in ample time is not considered sufficient reason for an extension of Contract Time and no claim for extension by reason of such default will be allowed.

Local Benefit Details

See Annex B - Local Benefits

Personnel Qualifications and Previous Experience

See Annex C - Personnel Qualifications

Agreement Acknowledgement

See Annex D - Agreement Acknowledgement

D. MANDATORY TECHNICAL REQUIREMENTS

Eligibility Requirements

.1 The Respondent and/or the Respondent's sub-contractors (hereinafter referred to as the Respondent) must meet certain requirements, specified herein, in order to be considered as acceptable to provide a Proposal or the project. Respondents, 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.

The Respondent must have a minimum of 5 years' experience in the provision of contracting services to provide Excavation and Reinstatement works

In addition to the experience of the firm or firms as noted above, the experience of the key individuals responsible for the project must have 5 years of experience in trenching pipeline installation and road works

The Respondent shall submit with his completed tender all appropriate documentation in order to demonstrate the necessary experience and expertise. 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.

In addition the Respondent shall provide a reference from a bank or other financial institution confirming the Respondent's capacity to provide the necessary financial resources to complete the works in accordance with the contract and schedule.

Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements:

.1 The Tender Documents, and in the case of a successful Respondent, the Form of Agreement shall be signed so as to be legally binding on all partners;

.2 One of the partners shall be nominated as being the lead; and this authorisation shall be evidenced by submitting a power of attorney signed by legally authorised signatories of all the partners;

.3 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;

.4 All partners of the joint venture shall be liable, jointly and severally, for the execution of the Contract in accordance with the Contract terms and a relevant statement to this effect shall be included in the authorisation mentioned under .2 above as well as in the Form of Tender and the Form of Agreement (in the case of a successful Respondent); and

.5 A copy of the Agreement entered into by the joint venture partners shall be submitted with the Tender.

E. PRE-CONDITIONS OF AWARD

Submission of Insurance documentation as specified in the Form of Agreement

F. RATED CRITERIA

The following sets out the categories, weightings and descriptions of the rated criteria of the RFSQ. Respondents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

#	Category	Weighting (%)	Threshold
1	Pricing	50	35
2	Experience, Management & Financial Stability	40	25
3	Local Benefits	10	5
Total Points		100	

1. Pricing

See Appendix B – Pricing

2. Experience, Management & Financial Stability

Components to be evaluated include:

25 Points are awarded for experienced based on the following:

1. Availability of competent and qualified personnel and other resources to perform the Services;
2. qualifications and past performance of assigned staff for similar assignments;
3. the Contractor's Corporate Background and performance on similar projects;

15 points are awarded for the Company's Financial Stability to include:

8 points are awarded according to Respondents financial stability

7 points are awarded for a Respondent that has no outstanding Government Debt

3. Local Benefits

See Annex B Local Benefit submission

APPENDIX D – MASTER FRAMEWORK AGREEMENT

See Annex E - Form of Agreement

APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

Notes for the respondents

The essence of Open Tendering is that the Government of Bermuda shall receive bona fide competitive response from suitably qualified persons or entities. In recognition of this principle, each person or entity that submits a response will be required, by way of the signature of a duly authorized representative of the company, to confirm that the response has been submitted without any form of collusion.

All respondent must complete and sign a Certificate of Confirmation of Non-Collusion. Any proposals 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 respondent 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 respondent and/or any party involved in the matter.

Any respondents that submits false information in response to this Request for Supplier Qualifications (RFSQ) and any other person or entity involved in collusion, may be excluded from competing for future contracts tendered by the Government of Bermuda.

Confirmation of non-collusion

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

I/We confirm that we have not received any information, other than that contained within the tender pack, or supplementary information provided to all respondents.

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 RFSQ Contact the amount or approximate amount of my/our proposed response (other than in confidence in order to obtain quotations necessary for the preparation of the response for insurance);
- (b) entering into any agreement or arrangement with any other person that he shall refrain from competing or as to the amount of any proposal 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 procurement.

Signed

(1) _____ Title _____ Date _____

(2) _____ Title _____ Date _____

for and on behalf of _____

Annex A – Subcontractor Company Information

(Note: all sheets form part of the proposal)

Will subcontractors be used for this work Yes No, if yes, please state what service this subcontractor will performed or what goods this subcontractor will provided below:

If no subcontractors will be used skip this annex, below. Otherwise, list all subcontractors that will be used for this work. **Submit multiple copies of Annex A, one for each Subcontractor included in this Proposal.**

1. **Subcontractor Name** _____

Contact Person _____

Phone numbers: Cellular _____ **Telephone** _____

Email Address: _____

2. **Principal(s), Director(s), and Shareholder(s) of the Company:**

5. **What is the corresponding % of the bid prices will this subcontractor perform** _____%

6. **Company Insurance details:**

Commercial Third Party Insurance carried: BD\$ _____

Workers Compensation Insurance carried: BD\$ _____

7. **Company's Bermuda Payroll Tax No.:** _____

8. **Company's Bermuda Social Insurance No.:** _____

9. **Company Banking Details:**

Name and address of principal bankers:

Include a letter from principal bank confirming credit status of Bidder.

10 **Do you have any involvement with other entities that may be seen as a conflict of interest? If so, please provide details:**

Annex A Subcontractor Information

RFSQ (Roster Framework) – Term Contract for Provision of Excavation and Reinstatement Services on an As Needed Basis

Annex A Subcontractor Company Information (continued)

11. Number of Employees/Bermudians

Please indicate the total number of persons employed by the subcontractor and the number and percentage of Bermudian employees.

TOTAL NUMBER OF STAFF	
NUMBER OF BERMUDIAN	
NUMBER OF NON-BERMUDIANS	
PERCENTAGE OF BERMUDIANS	

12. Attach a copy of the Company`s Certificate of Incorporation (if applicable)

13. Safety, Health and Environmental Policies

Please indicate whether the company has a (i) safety and health policy, (ii) sustainable goods and/or services policy, and/or (iii) an environmental policy. If so, then please provide a copy.

Copies are attached Yes _____ No _____

14. Do you offer apprenticeships/training opportunities? _____

Apprenticeships/training opportunities

Please indicate whether the company offers apprenticeships or training opportunities. If no apprenticeship or training opportunities exist, then indicate below. (Add more lines as needed)

NUMBER	NAME	NON BERMUDIAN	BERMUDIAN	BERMUDIAN	APPRENTICESHIPS OR TRAINING OFFERED BY YOUR COMPANY (month/year)

By signing this Annex A, I certify this information provided is true and correct.

Signed: _____

Print Name: _____

Title: _____ Company: _____

Date: _____

ANNEX B LOCAL BENEFITS
(SOCIAL, ECONOMIC AND ENVIRONMENTAL)

Do you offer apprenticeships/training opportunities? _____

Apprenticeships/training opportunities

Please indicate whether the company offers apprenticeships or training opportunities. If apprenticeship or training opportunities exist, then indicate below. (Add more lines as needed)

NUMBER	NAME	NON BERMUDIAN	BERMUDIAN	APPRENTICESHIPS OR TRAINING OFFERED BY YOUR COMPANY (month/year)

Number of employees/Bermudians

Please indicate the total number of persons employed by the company and the number and percentage of Bermudian employees.

NUMBER OF NON-BERMUDIANS:	
NUMBER OF BERMUDIANS:	
NUMBER OF EMPLOYEES:	
PERCENTAGE OF BERMUDIANS:	

Will the Respondent use local businesses in their supply chain?

Yes _____ No _____

If no, then please provide an explanation_____

Will the Respondent use local sub-contractors (if applicable)?

Yes _____ No _____

If no, then please provide an explanation_____

If yes, Respondents must complete Annex E Subcontractor Company Information.

Safety, Health and Environmental Policies

Please indicate whether the company has a (i) safety and health policy, (ii) sustainable goods and/or services policy, and/or (iii) an environmental policy. If so, then please provide a copy.

Copy attached Yes_____ No_____

Provide details of any lost time accidents to include nature of accident, how reported and outcomes.

Provide a copy of the Respondent's Certificate of Incorporation

Failure to provide the certificate of incorporation will render the tender void.

Annex C - Personnel Qualifications and Project Experience

(Note: all sheets form part of the proposal)

Note: Include brief resumes for all personnel identified in this Annex .

Respondent Name: _____

Project Manager

Employee Name	Title	Employed Total Years' Experience	Certifications and Dates Received

Site Supervisor

Employee Name	Title	Employed Total Years' Experience	Certifications and Dates Received

Similar Project Experience

Starting year	Ending year	Contract Identification	Role of Respondent
		Contract Name _____ Brief Description of the work performed by the Proponent _____ Amount of Contract _____ Name of Employer _____ Address _____ Reference Contact _____ Reference email _____	
		Contract Name _____ Brief Description of the work performed by the Proponent _____ Amount of Contract _____ Name of Employer _____ Address _____ Reference Contact _____ Reference email _____	
		Contract Name _____ Brief Description of the work performed by the Proponent _____ Amount of Contract _____ Name of Employer _____ Address _____ Reference Contact _____ Reference email _____	

Annex C Personnel Qualifications and Project Experience

RFSQ (Roster Framework) – Term Contract for Provision of Excavation and Reinstatement Services on an As Needed Basis

Annex D - Agreement Acknowledgement

(Note: all sheets form part of the tender)

FIDIC Standard Short Form of Agreement Acknowledgement Letter

This is to certify that I, _____ (name), in the position of _____ hereby acknowledge that I am aware of the terms and conditions of the attached FIDIC Conditions of Contract for the Short Form of Contract, First Edition 1999, published by the Federation Internationale des Ingenieurs-Conseils (FIDIC).

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

- FIDIC Short Form Contract including General Conditions and Particular Conditions
- Specifications and Drawings

Signed: _____

Print Name: _____

Title: _____

Company: _____

Date: _____



**Annex E - Term Contract for Provision of Excavation and Reinstatement
Services on an As Needed Basis
Sample Form of Agreement**

Table of Contents
Section

Page

AGREEMENT	2
APPENDIX	3
CONDITIONS OF CONTRACT	5
1.0 FIDIC Short Form Contract - GENERAL CONDITIONS	5
2.0 FIDIC Short Form Contract - PARTICULAR CONDITIONS	6
A. References from Clauses in the GENERAL CONDITIONS	6
B. Additional Clauses to be added to the GENERAL CONDITIONS	9

SAMPLE AGREEMENT

The Employer is Government of Bermuda, Ministry of Public Works
PO Box HM 525, Hamilton, HM CX, Bermuda

The Contractor is _____

The Employer desires the execution of certain Works known as Term Contract for Provision of
Excavation and Reinstatement
Services on an As Needed Basis

OFFER

The Contractor has examined the documents listed in the Appendix which forms part of this Agreement and offers to execute the Works in conformity with the Contract for the sum of

(in words) _____

(in figures) _____

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

(insert date) _____

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

Signature: _____ Authorised to sign on behalf of the Contractor

Name: _____ Date: _____

Capacity: _____

ACCEPTANCE

The Employer has by signing below, accepted the Contractor's offer and agrees that in consideration for the execution of the Works by the Contractor, the Employer shall pay the Contractor in accordance with the Contract. This Agreement shall be effective on the date when the Contractor receives one copy of the signed contract documents by the Employer.

Signature: _____ Authorised to sign on behalf of the Ministry of
Public Works

Name: _____ Date: _____

Capacity: _____

APPENDIX

This Appendix forms part of the Agreement.

Sub-Clause	Item	Data
1	General Provisions	
1.1.1	Documents forming the Contract listed in order of priority(delete if not applicable) (a) Letter of Acceptance (b) Annex E – Form of Agreement (c) Appendix B – Pricing Information (d) Appendix C – RFSQ Particulars (e) Appendix E - Certificate of Confirmation of Non-Collusion (f) Annex D -Confirmation of Agreement Acknowledgement (g)Addenda	Document Identification
1.1.9.....	Time for Completion	weeks
1.4	Law of the Contract	Laws of Bermuda
1.5	Language	English
2	The Employer	
2.1	Provision of Site	On the Commencement Date.
3	Employer's Representatives	
3.1	Authorized Person	Chief Engineer
3.2	Name and address of Employer's representative (if known)	Not applicable
4	The Contractor	
4.4	Performance Security (if any):	
4.4	Amount	
4.4	Form	
7	Time for Completion	
7.2	Time for submission	Not Required
7.2	Form of programme	Not Required
7.4	Amount payable due to failure to complete	Not Required
9	Defects Liability	

Commented [EDM1]: Contractor's Pricing Document

Sub-Clause	Item	Data
9.1& 11.5	Period for notifying defects	365 days calculated from the date stated in the notice under Sub-Clause 8.2
11	Contract Price and Payment	
11.1	Valuation of Works	Appendix C – Pricing Information
11.8	Rate of interest	0.5% per annum
11.7	Currency of payment	Bermuda Dollars
14	Insurance	
14.1	The Works, Materials, Plant and fees	The sum stated in the Agreement plus 15%
14.2	Contractor's Equipment	Full replacement cost
14.3	Third party injury to persons and damage to property	\$ 5,000,000.00
14.4	Workers	\$ 2,000,000.00
	Other Cover	
	Exclusions	
15	Claims Disputes and Arbitration	
15.3	Rules	Bermuda Arbitration Act 1986
15.3	Appointing authority	In accordance with the Bermuda Arbitration Act 1986
15.3	Place of Arbitration	Bermuda

Commented [EDM2]: Contractor's Pricing Document

CONDITIONS OF CONTRACT

1.0 Plant and Design Build Contract - GENERAL CONDITIONS

The conditions of contract are the **Conditions of Contract for the Short Form of Contract, First Edition 1999**, published by the Federation Internationale des Ingenieurs-Conseils (FIDIC). This document is attached.

The General Conditions of Contract are amended by the Particular Conditions of Contract.

2.0 Short Form Contract - PARTICULAR CONDITIONS

Preamble

These Particular Conditions supplement the General Conditions, and shall modify, delete and/or add to the General Conditions. Where any clause, paragraph, or sub-paragraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such clause, paragraph, or sub-paragraph shall remain in effect and the supplemental provisions shall be considered as added thereto. Where any clause, paragraph, or sub-paragraph in the General Conditions is amended, deleted or superseded by any of the following paragraphs, the provisions of such clause, paragraph, or sub-paragraph, not so amended, deleted or superseded shall remain in effect.

Clause numbers herein refer to the same clause numbers as in the General Conditions.

A. References from Clauses in the GENERAL CONDITIONS

4The Contractor

Add the following Sub-Clauses:

4.5

Protection of Utilities

The Contractor shall carry out the Works so that there is the minimum of interruption to the supply of water, data/communications, electricity and other services through existing mains and services. Work involving interference with existing works of any kind shall only be carried out with the permission of and during such times and in such a manner as are agreed in writing by the Employer.

4.6

Electricity Water & Gas

The Contractor shall be responsible for the provision of all, power water and other services that he may require for the Works and shall pay and bear all costs associated therewith.
The Contractor shall carry out the Works so that there is the minimum of interruption to the supply of water, telephone, electricity and other services through existing mains and services. Work involving interference with existing works of any kind shall only be carried out with the permission of and during such times and in such a manner as are agreed in writing by the Engineer or competent Authority

4.7

Reporting of Errors

The Contractor shall examine and compare the Contract Documents and shall report any errors, inconsistencies, or omissions he may find to the Employer immediately.

4.8

Damage to Persons & Property

The Contractor shall, immediately on occurrence of any incident involving loss or injury at or about the Site, or in connection with the execution of the Works, report such incident to the Engineer or the Engineer's Representative. The Contractor shall also report such incident to the appropriate Authority whenever such report is required by Law.

4.9

Rates, Wages, Hours and Conditions of Labour

The Contractor shall pay to all Foremen, Craftsmen, and Labourers not less than the rates of wages for the various Foremen, Craftsmen, and Labourers that prevail in Bermuda, and comply with such requirements relating to hours of work and conditions of labour as are or may be laid down from time to time by the Laws of Bermuda.

4.10

Annex E Sample Form of Agreement

RFQS– Term Contract for Provision of Excavation and Reinstatement Services on an As Needed Basis

Facilities for Staff & Labour The Contractor shall provide such accommodation and amenities as he may consider necessary for all his expatriate staff and labour, employed for the purposes of or in connection with the Contract. The Contractor shall comply with all local statutes and regulations and any amendments thereto with regard to the health and safety of his employees and others, and shall provide adequate latrines for his workers on the Site to conform to the requirements of the Department of Health.

4.11 Display of Notices The Contractor shall post notices to inform the workers of their conditions of work in conspicuous places at the establishments and work places concerned.

4.12 Alcoholic Liquor & Drugs The Contractor shall not, otherwise than in accordance with the Statutes, Ordinance and Government Regulations or Orders for the time being in force, import, sell, give, barter, or otherwise dispose of any alcoholic liquor, or drugs, or permit, or suffer any such importation, sale, gift, barter, or disposal by his sub-contractors, agents, or employees.

4.13 Arms and Ammunition The Contractor shall not give, barter, or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same aforesaid.

4.14 Festivals & Religious Festivals The Contractor shall in all dealings with labour in his employment have due regard to all recognised festivals, public holidays, days of rest, and religious or other customs.

4.15 Epidemics In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders, and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

15 Resolution of Disputes and Arbitration Delete Sub-Clauses 15.1 in its entirety and replace with the following:

15.2 Notice of Dissatisfaction This clause is deleted in its entirety and replaced by:
If a dispute (of any kind whatsoever) arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Employer, a notice of dissatisfaction shall be issued by either Party to the other Party. Where such notice is given both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, arbitration may be commenced on or after the fifty-sixth day after the day on which notice of dissatisfaction was given, even if no attempt at an amicable settlement has been made.

15.3 Arbitration This clause is deleted in its entirety and replaced by:
Unless settled amicably, any dispute shall be finally settled by arbitration,

unless otherwise agreed by both Parties:

- (a) the dispute shall be finally settled in accordance with the Bermuda Arbitration Act 1986
- (b) the dispute shall be settled by arbitrators appointed in accordance with the said Act, and
- (c) the arbitration shall be conducted in the English language.

The arbitrator(s) shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute. Nothing shall disqualify the Engineer from being called as a witness and giving evidence before the arbitrator(s) on any matter whatsoever relevant to the dispute.

Neither Party shall be limited in the proceedings before the arbitrator(s) to the evidence nor did arguments previously put before the Engineer to obtain his decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction. Any decision of the Engineer shall be admissible in evidence in the arbitration.

Arbitration may be commenced prior to or after completion of the Works, by mutual agreement. The obligations of the Parties and the Engineer shall not be altered by reason of any arbitration being conducted during the progress of the Works.

B. Additional Clauses to be added to the GENERAL CONDITIONS

16.0	
Taxation	The Contractor shall be required to pay Bermudian Taxes on all Contractor's Equipment (except as described in the Fifth Schedule, Section 2 of the Customs Tariff Act 1970) materials and other things of whatsoever nature brought into Bermuda for the purpose of Contract.
17.0	
Bribery	Any commission, advantage, gift, gratuity, reward, or bribe given, promised, or offered by or on behalf of the Contractor or his agent or servant or any person on his or their behalf to any officer, servant, representative, or agent of the Employer or Engineer or to any person on their behalf or on behalf of any of them in relation to the obtaining or to the execution of this or of any other Contract with the Employer shall in addition to any criminal liability which may be thereby incurred subject the Contractor to the cancellation of this and of all other contracts which he may have entered into with the Employer and also to the payment of any loss or damage resulting from such cancellation.
18.0	
Debt Recovery	The Employer shall be entitled upon a certificate in writing of the Engineer to deduct the amounts so certified from any monies or otherwise due to the Contractor under this or any other contract or to recover the said amounts as a debt due or partly the one and partly the other as the Employer shall deem advisable.
19.0	
Strikes and Lock-Outs	The Contractor shall forthwith notify the Employer of the commencing of any strike or lock-out and the Employer, on account of any delay caused thereby, may grant such extension of time as he considers reasonable, without prejudice to the right of the Employer to exercise after the expiration of such reasonable extension of time the rights and powers under these Conditions in case of default by the Contractor.
20.0	
Laws, Regulations and Orders	The Contractor shall make himself fully acquainted with the Laws, Regulations and Orders of Bermuda and of any competent/statutory Authority and shall conform in all respects therewith during the continuance of the Contract. He shall conform similarly with any such Laws, Regulations and Orders which may come in to force after the date of this Agreement.
21.0	
Construction of Contract	The Contract shall in all respects be constructed and operated in conformity with the Laws of Bermuda and the respective rights and liabilities of the Parties shall be in accordance with the Laws for the time being in force.
22.0	
Members and Staff of Employer and Engineer not Personally Liable	Neither the members nor the staff of the Employer shall be in any way personally bound or liable for the acts or obligations of the Contractor under the Contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.
23.0	

**Details to be
Confidential**

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Employer. If any dispute arises as to the necessity or disclosure for the purpose of the Contract the same shall be referred to the decision of the Employer whose award shall be final.

24.0

**Rights and Remedies
Not Waived**

In no event shall the making by the Employer of any payment to the Contractor constitute or be construed as a waiver by the Employer of any breach of Contract, or any default which may then exist, on the part of the Contractor, and the making of any such payment by the Employer while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Employer in respect of such breach or default.

END OF CONTRACT DOCUMENTS