



Ministry of Public Works

Department of Works and Engineering

Request for Quotations

For

Concrete Floor Protection to Fort Victoria tank

Request for Quotations No.: **50/820/23-FV GF Tank Floor protection**

Issued: **Monday, January 22nd, 2024**

Submission Deadline: **Friday, March 1st, 2024 [3:00 PM]**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Respondents

This Request for Quotations (the “RFQ”) is an invitation by the Government of Bermuda (the “Government”) to prospective respondents to submit non-binding quotations for **Concrete Floor Protection to Fort Victoria tank**, as further described in Section A of the RFQ Particulars (Appendix D) (the “Deliverables”).

This work involves sealing of the interior concrete floor surface of the Fort Victoria Reservoir and seal the surface with a protective Polyurethane Elastomer Lining System for use with potable water.

This Proposal involves:

- Pressure washing of floor and wall surfaces.
- Removal of unsound and unbonded materials.
- Surface preparation, and installation of the Polymer based Elastomer Basecrete Lining System or equivalent, to include protection of surfaces not to be treated, touch-up, clean-up, and appurtenant work all in accordance with the requirements of the Contract Documents and this Specification.

The purpose of this work is to seal the tank floor and protect the underlying concrete.

Warranty of Works

Upon Completion of this waterproofing test and passing of the water tightness test the Contractor shall guarantee that the tank floor will not leak, for at least ten (10) years. Should a leak develop in the first year, the Contractor shall make all necessary repairs at absolutely no cost to Works and Engineering. Prior to release of retention the tanks shall successfully pass a water tightness test. The Contractor shall submit details of a ten (10) year warranty together with any additional works necessary to fulfil a ten (10) year warranty.

1.2 RFQ Contact

For the purposes of this procurement process, the “RFQ 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 RFQ Contact, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent’s quotation.

Prior to the Submission Deadline noted in the RFQ Timetable below, respondents that download this file and intend to respond to this RFQ are required to register their interest with the RFQ Contact by emailing their company name and contact information to

Mr J Tarik Christopher at email tjchristopher@gov.bm

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

1.3 Type of Contract for Deliverables

The selected respondent will be requested to enter into a contract for the provision of the Deliverables on the terms and conditions set out in the Form of Agreement (Appendix A) (the “Agreement”). It is the Government’s intention to enter into a contract with only one (1) legal entity. The term of the contract is to be for a period of 45 days, with an option in favour of the Government to extend the contract terms and conditions acceptable to the Government and the selected respondent for an additional term of up to 30 days .

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 RFQ Timetable

1.4.1 Key Dates

Issue Date of RFQ	Monday, January 22, 2024
Pre-Bid / Site Meeting	Monday, February 5, 2024 10:00 AM
Deadline for Questions	Wednesday, February 7, 2024 [4:00 PM]
Deadline for Issuing Addenda	Friday, February 9, 2024 [4:00 PM]
Submission Deadline	Friday, March 1, 2024 [3:00 PM]
Rectification Period	5 business days
Anticipated Execution of Agreement	Monday, May 6, 2024

All times listed are in Bermuda local time. The RFQ timetable is tentative only, and may be changed by the Government at any time. For greater clarity, business days mean all days that the Government is open for business.

1.4.2 Site Visit / Pre-Bid Meeting

Site visit info

1. Respondents 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. While attendance is not mandatory Respondents are strongly advised to attend and attendance will be part of the bid assessment.

2. A site visit for all Respondents will be conducted at 10:00 AM, AST Monday, February 5, 2024. The initial meeting point will be the unfinished church and at 10:00 AM and then the tour will move to the Fort Victoria Reservoir location.

3. The Ministry reserves the right to refuse any request for individual conducted site tours, at any other time than that identified in this RFQ.

4. The Respondent may schedule additional site visits for further investigations by contacting the RFQ Contact.
5. The Respondents or their official representative must register their presence with the RFQ Contact at the start of the meeting stating the name of the company they represent their email address, and phone number.
6. 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.
7. Minutes of the meeting, including copies of the questions raised and responses given, will be furnished expeditiously to Respondents. Any modification of the RFQ documents that may become necessary as a result of the site tour meeting will be made and furnished to all Respondents.
8. The Respondent 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 Proposal.
9. Respondents shall make their own assessment of existing facilities, conditions and difficulties which will attend the execution of the Works called for by the proposed works contract; including local conditions, constraints due to working in an occupied area, labour conditions, uncertainty of weather, difficulties with access, and all other reasonable contingencies. Respondents shall satisfy themselves by personal examination of the site of the proposed Works and by such other means as they choose as to actual conditions and requirements, and as to the quantities required.
10. No after claim will be allowed or considered for any work that may be required for the proper execution and completion of the work, due to failure by the Respondent to examine the site and make proper allowances for the conditions to be encountered.

1.5 Submission of Quotations

1.5.1 Quotations to be Submitted at Prescribed Location

Quotations 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.

Electronic mail (E-Mail) submissions are accepted at water@gov.bm.

If documents are larger than ten (10) MB please send them within a zip file.

In the subject line of the email, please state the RFQ title. Please ensure to send a copy of your proposal in Adobe PDF format.

Proposal submissions must bear the following identification:

Proposal Submission for “50/820/23-FV GF Tank Floor protection”

“DO NOT OPEN BEFORE 3:00 PM AST on Friday, March 1, 2024

The proposals shall be deposited in the Tender Box located at the office indicated. 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 proposal submitted. An envelope opened prematurely for this cause will be rejected by the Government and Respondent notified.

1.5.2 Quotations to be Submitted on Time

Quotations must be submitted at the location set out above on or before the Submission Deadline. Quotations submitted after the Submission Deadline will be rejected. Onus and responsibility rest solely with the respondent to deliver its quotation to the exact location (including floor, if applicable) indicated in the RFQ on or before the Submission Deadline. The Government does not accept any responsibility for submissions delivered to any other location by the Respondent or its delivery agents. Respondents are advised to make submissions well before the deadline. Respondents making submissions near the deadline do so at their own risk.

1.5.3 Quotations to be Submitted in Prescribed Format

Respondents shall submit two (2) original signed hard copies of their quotation or one (1) electronic copy (e-copy) in Microsoft Word or Adobe PDF format. If both a hard copy and e-copy of the quotation is submitted and there is a conflict or inconsistency between the hard copy and the e-copy of the quotation, the hard copy of the quotation will prevail.

The original and all copies of the quotation shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the respondent. This authorization shall consist of a written authorization and shall be attached to the Submission Form included in (Appendix B). The name and position held by each person signing the authorization must be typed or printed below the signature. An Electronic Record of Signature will be accepted in the submission only in accordance with the requirements laid out in the *Electronic Transactions Act 1999*. Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the quotation.

Quotations should be submitted in a sealed package and prominently marked with the RFQ title and number (see RFQ cover) and will not be opened until Friday, March 1, 2024 [3:00 PM]. The full legal name and return address of the respondent should be marked on the package as well.

1.5.4 Amendment of Quotations

Respondents may amend their quotations prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFQ 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 quotation the amendment is intended to amend or replace.

1.5.5 Withdrawal of Quotations

At any time throughout the RFQ process until the execution of a written agreement for provision of the Deliverables, a respondent may withdraw a submitted quotation. To withdraw a quotation, a notice of withdrawal must be sent to the RFQ Contact and must be signed by an authorized representative of the respondent. The Government is under no obligation to return withdrawn quotations.

[End of Part 1]

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

The Government will conduct the evaluation of quotations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which quotations comply with all of the mandatory submission requirements. If a quotation fails to satisfy all of the mandatory submission requirements, the Government 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 quotation 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 RFQ Particulars (Appendix D).

2.3 Stage II – Evaluation

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

2.3.1 Mandatory Technical Requirements

The Government will review the quotations to determine whether the mandatory technical requirements as set out in Section D of the RFQ Particulars (Appendix D) have been met. Questions or queries on the part of the Government as to whether a quotation has met 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 quotation on the basis of the rated criteria as set out in Section F of the RFQ Particulars (Appendix D).

2.4 Stage III – Pricing

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

2.5 Selection of Top-Ranked Respondent

After the completion of Stage III, all scores from Stage II and Stage III will be added together and respondents will be ranked based on their total scores. Subject to the process rules contained in the Terms and Conditions of the RFQ Process (Part 3), the top-ranked respondent will be invited to enter into the Agreement in accordance with Part 3. In the event of a tie, the selected respondent will be the respondent selected by way of the lowest price. The selected respondent will be notified in writing and will be expected to satisfy any applicable conditions of this RFQ, including the pre-conditions of award listed in Section E of the RFQ Particulars (Appendix D), and enter into the 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 or the cancellation of the RFQ.

2.6 Failure to Enter into Agreement

In addition to all of the Government's other remedies, if a selected Respondent fails to execute the Agreement or satisfy any applicable conditions within fifteen (15) days of notice of selection, the Government may, without incurring any liability, withdraw the selection of that Respondent and proceed with the selection of another Respondent.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS

3.1 General Information and Instructions

3.1.1 Respondents to Follow Instructions

Respondents should structure their quotations in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response made in a quotation should reference the applicable section numbers of this RFQ.

3.1.2 Quotations in English

All quotations must be written in the English language only.

3.1.3 No Incorporation by Reference

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

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 RFQ Only an Estimate

The Government and its advisers make no representation, warranty or guarantee as to the accuracy of the information and empirical data contained in this RFQ or issued by way of addenda. Any quantities shown or data contained in this RFQ 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 quotation in response to this RFQ.

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 quotation, including, if applicable, costs incurred for interviews, travel or demonstrations.

3.1.7 Quotation to be Retained by the Government

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

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

The Government makes no guarantee of the value or volume of work to be assigned to the successful respondent. The contract with the selected respondent will not be an exclusive contract for the provision of the described 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 RFQ

3.2.1 Respondents to Review RFQ

Respondents shall promptly examine all of the documents comprising this RFQ, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing by email to the RFQ Contact on or before the Deadline for Questions. All questions or comments submitted by respondents by email to the RFQ Contact shall be deemed to be received once the email has entered into the RFQ Contact's email inbox. No such communications are to be directed to anyone other than the RFQ Contact. The Government is under no obligation to provide additional information, and the Government shall not be responsible for any information provided by or obtained from any source other than the RFQ Contact. It is the responsibility of the respondent to seek clarification from the RFQ Contact on any matter it considers to be unclear. The Government shall not be responsible for any misunderstanding on the part of the respondent concerning this RFQ or its process.

3.2.2 All New Information to Respondents by Way of Addenda

This RFQ may be amended only by addendum in accordance with this section. If the Government, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated to all respondents by addendum. All Addenda will be published online at <https://www.gov.bm/procurement-notices>. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Respondents are responsible for obtaining all addenda issued by the Government. In the Submission Form (Appendix B), 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 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 quotations, the Government may request further information from the respondent or third parties in order to verify, clarify or supplement the information provided in the respondent's quotation. This information may include, without limitation, clarification with respect to whether a quotation meets the mandatory technical requirements set out in Section C of the RFQ Particulars (Appendix D). The response received by the Government shall, if accepted by the Government, form an integral part of the respondent's quotation. 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 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 procurement process. All requests must be in writing to the RFQ 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 RFQ process, it should provide written notice to the RFQ Contact in accordance with the Government's Complaints and Disputes 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 RFQ, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFQ 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 quotation that is not available to other respondents, (ii) communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the RFQ process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ 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, rescind notice of selection or terminate a contract subsequently entered into if the Government determines that the respondent has engaged in any conduct prohibited by this RFQ.

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 B).

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 RFQ or any agreement entered into pursuant to this RFQ without first obtaining the written permission of the RFQ Contact.

3.4.6 No Lobbying

Respondents shall not in relation to this RFQ 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, 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

The respondent represents, warrants, and covenants that, in connection with activities performed under this Agreement or on behalf of the Government, the respondent has not and will not offer, promise, authorise, pay, or act in furtherance of an offer, promise, authorization, or payment of anything of value, directly or indirectly, to a Government Official (as hereinafter defined), political party or party official, candidate for political office, or official of a public international organisation, in order to obtain or retain business, to secure an improper advantage or benefit of any kind or nature to person(s) related, associated or linked to the Government Official, or to secure or influence discretionary action, inaction or a decision of a Government Official(s). For purposes of this quotation, the term "Government Official" shall mean and include any official, public officer or employee of the Government, as well as an official or employee in the judicial, legislative, or military, anyone acting in an official capacity for the Government, or any immediate family member of such persons. The respondent represents, warrants, and covenants that it has complied and will comply with *The Bribery Act 2016* and all other applicable laws of any relevant jurisdiction in connection with the performance of this Agreement. Without limiting the generality of the foregoing, the respondent represents, warrants, and covenants that it has not and will not take

any action that would cause the Government or anyone acting on their behalf to violate or be subjected to penalties under *The Bribery Act 2016*, or the applicable anti-corruption laws of other countries.

The respondent acknowledges and agrees that in the event that the Government believes, in good faith, that the respondent has breached this section, the Government shall have the right to immediately withdraw and terminate this opportunity and terminate any or all other agreements with the respondent.

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 its 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 an undisclosed 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 RFQ either before or after the issuance of this RFQ

- (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 RFQ and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the Government; and
- (d) must be returned by the respondent to the Government immediately upon the request of the Government.

3.5.2 Confidential Information of Respondent

- (a) A respondent should identify any information in its quotation 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.

- (b) Respondents are advised that their quotations will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Government to advise or assist with the RFQ process, including the evaluation of quotations. If a respondent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.
- (c) The respondent is responsible to ensure that they comply with the *Personal Information Protection Act 2016* (“PIPA”), related to any information in the respondent's custody, care or control.

3.6 Procurement Process Non-Binding

3.6.1 No Process Contract

This RFQ is a request for quotes only and participation in this RFQ 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 RFQ 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 RFQ, and by submitting a quotation 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 quotation with the lowest price might not be awarded a contract.

3.6.2 No Contract until Execution of Written Agreement

This RFQ process is intended to solicit non-binding quotations for consideration by the Government and may result in an invitation by the Government to a respondent to enter into the Agreement. No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and the Government by this RFQ process until the execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

While the pricing information provided in quotations will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the quotations and the ranking of the respondents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Government to enter into an agreement for the Deliverables.

3.6.4 Cancellation

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

- (a) where no qualitatively or financially worthwhile offer has been received or there has been no valid response at all;

- (b) the economic or technical parameters of the project have changed fundamentally;
- (c) exceptional circumstances or force majeure render normal implementation of the project impossible;
- (d) all offers exceed the financial resources available, or are otherwise inconsistent with the principles of economy, efficiency and effectiveness; or
- (e) where 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

These Terms and Conditions of the RFQ Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and must 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 – FORM OF AGREEMENT

The terms and conditions found in the Form of Agreement (Appendix A) are intended to provide advance notice of some of the key contractual provisions of the Agreement, including indemnities, limitation of liabilities, service requirements, etc. that form the basis for commencing Agreement between the Government and the selected respondent.

See Annex A - Sample Form of Agreement

APPENDIX B – SUBMISSION FORM

1. Respondent Information

<p>Please fill out the following form, naming one person to be the respondent's contact for the RFQ process and for any clarifications or communication that might be necessary.</p> <p>If the company is incorporated and registered, then a Certificate of Incorporation and a Certificate of Incumbency is required and must be submitted with the Submission Form.</p> <p><u>Declaration of Interest:</u> The respondent shall provide details of its ownership and/or managerial structure upon request from the Government. The respondent shall also provide a statement of whether or not it has any relevant and material interest relevant to the provision of Goods or Services. Such statement shall be provided at least annually or if there is any change in the interest of the respondent.</p>	
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, Parish:	
Country	
Postal Code:	
Phone Number with Area Code:	
Respondent's Social Insurance Number issued by the Government of Bermuda:	
Respondent's Payroll Tax Number issued by the Government of Bermuda:	
Respondent's Registration Number issued by the Bermuda Registrar of Companies (if incorporated):	
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 the RFQ process will be governed by the terms and conditions of the RFQ, 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 and the respondent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The respondent has carefully examined the RFQ 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 RFQ for the rates set out in its quotation.

4. Non-Binding Pricing

The respondent has submitted its pricing in accordance with the instructions in the RFQ and in Pricing (Appendix C) in particular. The respondent confirms that the pricing information provided is accurate. The respondent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

5. 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, or if no addenda were issued by the Government write the word "None". The onus is on respondents to make any necessary amendments to their quotations based on the addenda. The respondent confirms it has read, received and complied with these addendums. Respondents who fail to complete this section will be deemed to have received all posted addenda.

6. No Prohibited Conduct

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

7. Conflict of Interest

Respondents must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFQ. 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 quotation; **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 quotation; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

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 quotation, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

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:

8. 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.

SAMPLE CERTIFICATE OF INCUMBENCY

The undersigned being the Secretary of the company as named below (the "Company"), a company duly organised and existing under the laws of the Islands of Bermuda and having its registered office as set out below **DO HEREBY CERTIFY** that the following is a true and correct listing of the Directors and Officers of the Company in full force and effect as of the date hereof.

DIRECTORS

List

ALTERNATE DIRECTORS

List

OFFICERS

List

IN WITNESS WHEREOF I have hereunto set my signature in accordance with the Bye-Laws of the Company.

Company Name:

Date:

Secretary/Director

APPENDIX C – 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 quotations, or, if there is no table below, by completing the attached form and including it in their quotations.
- (b) Pricing must be provided in Bermuda funds, inclusive of all applicable duties and taxes, which should be itemized separately.
- (c) Pricing quoted by the respondent must be all-inclusive and must 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

Financial Analysis is worth 40 points of the total score.

Pricing which is worth 30 points of the Financial Analysis subtotal will be scored based on a relative pricing formula using the total costs 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:

lowest price ÷ the Respondent's price x weighting = Respondent's pricing points

In addition to any rectification processes, or rights to verify, clarify and supplement,

1. The Ministry 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.
2. Arithmetical errors will be rectified on the following basis:
 - (i) 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. If the Bidder does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail;
 - (ii) Where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and

3. Required Pricing Information

See Annex B - Pricing Schedule

APPENDIX D – RFQ PARTICULARS

A. THE DELIVERABLES

Clean out and pressure wash tank floor and walls

Apply un-cut bleach directly to the surfaces to be cleaned with a pump sprayer at the rate of 1-gallon per 100 square feet. Allow to set for a minimum of 20 minutes and remove with hot water pressure sprayer. Re-apply as needed to remove all dirt, debris, mildew, etc., as acceptable to the owners representative. Where required use a stiff bristle brush to remove stubborn stains. Contractor shall use high pressure to wash all cleaning agent from surfaces when clean.

Pressure Washing the maximum pressure shall be 2300 psi.

Pressure and distance to cleaning surface shall be monitored and modified accordingly to prevent etching or damage to existing surfaces. Contractor will ensure all employees are thoroughly trained in pressure washing so as to minimize the chances of damaging the existing surfaces.

The contractor shall test all cleaning processes prior to executing the main body of work so that results can be evaluated and approved by the owners representative prior to proceeding with the work. A test site will be agreed for evaluation purposes.

Preparation works for sealant

Remove all previous material and any loose debris. Check and repair any cracks or voids with BaseCrete repair mortar. Once the site is clean and clear of any old material, loose debris, cracks etc., pressure wash for final preparation. Protect adjacent walls to prevent material from going beyond the concrete floor.

Begin with a SSD (Saturated Surface Dry) substrate that is clearly damp below the immediate surface, has no standing water and has a surface that is showing no signs of a “film” of water on the surface. Ideally the concrete will be clearly damp (typically much darker than dry concrete) but the surface will have no water present and will be showing “signs” of drying.

Apply sealant as per manufacturer's procedure

Apply BaseCrete in two (2) layers, with the second layer applied at right angles to the first. Each layer should be 1/16” thick for a total of 1/8” thickness to achieve a waterproof bond coat. The second layer can be applied once the first layer is dry to the touch.

Feather the edges up to the steel walls with an edge thickness of 1 inch.

Do not apply BaseCrete in conditions hotter than 105 degrees F or colder than 40 degrees F

Water Tightness testing

On completion of the Basecrete install, the lined surface of the potable water storage tank shall be disinfected per the requirements of AWWA C652 prior to the storage of water. After disinfection there shall be no one permitted to make entry into the tank. Any entry into the tank after disinfection shall require this process to be repeated.

The Contractor will confirm in writing of the completion of the works and the Engineer will then satisfy himself that all works are visually complete by doing an onsite inspection. At this point the tank will be filled with potable water and both parties will adhere to AWWA Standard D110-95 Sec.5.13, which grants guidelines of testing a concrete tank for watertightness.

The net liquid loss for a period of 24 hours shall not exceed 0.05 of 1 percent of the tank's capacity. If this rate is exceeded, the leakage test shall be extended to (5) five days. If at the end of (5) five days the average daily leakage does not exceed the maximum allowable, the test shall be considered satisfactory. If the net liquid loss exceeds the maximum allowable, leakage shall be considered excessive and the tank shall be repaired, disinfected, and retested until leakage falls within the appropriate limit.

Provision of 10 year warranty

Upon completion of the installation of the sealant and passing of the watertightness test the Contractor shall guarantee that the tank will not leak, for at least 10 years.

Should a leak develop in the floor in the first year, the Contractor shall make all necessary repairs at absolutely no cost to Works and Engineering. Prior to release of retention the tanks shall successfully pass a watertightness test.

The Contractor shall submit details of a 10 year warranty together with any additional works necessary to fulfil a 10 year warranty.

B. MATERIAL DISCLOSURES

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

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

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.

The Contractor shall utilize a permit-to-work system to ensure a formal check is undertaken to make sure all the elements of a safe system of work are in place before people are allowed to enter or work in the confined space of the tank. It is also a means of communication between site management, supervisors, and those carrying out the hazardous work.

Essential features of a permit-to-work system are:

- clear identification of who may authorise particular jobs (and any limits to their authority) and who is responsible for specifying the necessary precautions (eg isolation, air testing, emergency arrangements etc);
- making sure that contractors engaged to carry out work are included;
- training and instruction in the issue of permits;
- monitoring and auditing to make sure that the system works as intended.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

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

2. Pricing (Appendix C)

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

3. Certificate of Confirmation of Non-Collusion (Appendix E)

Each quotation must include a Certificate of Confirmation of Non-Collusion Form (Appendix E) completed and signed by an authorized representative of the Respondent.

4. Company Certificate of Incorporation

A signed copy of the Certificate of Incorporation must be included for respondents that are companies/corporations

5. Other Mandatory Submission Requirements

Proposal Format:

A. Proposal Materials:

Please do not submit the proposal in a plastic binder or any other unnecessary materials. Digital copies are preferred.

B. Firm Background:

One page maximum related to the services and background of the firm.

C. Contact Information:

The name, phone number and email address of the contact to which questions about the application may be directed and updates about the review process provided, and if different, the contact information for the firm.

D. Personnel & Qualifications:

Demonstrated Knowledge - The Proposal shall include the assigned project team's demonstrated knowledge of, expertise and experience with providing similar services and completing similar types of contracts

1. Specialized Qualifications of the Project Manager and Team

2. Involvement and commitment of key personnel

3. Ability to perform within the schedule with assigned staff

4. Current depth of technical expertise in firm

E. Subcontractors:

Should respondent wish to subcontract portions of this work, subcontractor contact information and qualifications shall be included in the submittal.

F. Cost & Time Schedule:

The Respondent must provide a detailed method statement with the applicable timetable for all deliverables.

A breakdown of the cost and time required to complete the work use the pricing sheet.

G. Previous Work: A reference for and an example of similar scope of work.

Each proposal must include a completed copy of the Project Personnel Qualifications and References form.

H. Product Specification and Warranty

Please include detail product specifications including all warranties

I. Local Benefits

Each Proposal must include the completed Local Benefit Form - Social, Economic, and Environmental

D. MANDATORY TECHNICAL REQUIREMENTS

Installer Qualifications

Engage only factory trained and/or qualified applicator who have successfully completed applications using specified materials on projects of similar size and scope. Provide references with name, address, and telephone number.

Contractor shall have completed an approval program in the use of equipment and the specified polymer sealant such as, Basecrete or equivalent. Provide written certification from the material manufacturer that the contractor is an approved contractor of the system specified.

See Annex C - Specifications

E. PRE-CONDITIONS OF AWARD

1. Financial Checks

Prior to awarding a contract to the selected respondent, the contracting department will perform financial checks to confirm whether the respondent is delinquent in making payments to the Government for Social Insurance contributions, Payroll Tax or any other debt recorded by the Accountant General's Debt Collection Section, and will perform a check with the Bermuda Registrar of Companies to confirm whether the respondent is a proper legal entity that is in good standing.

2. Insurance Certificates

The successful Respondent shall furnish the Government with Insurance certificates showing the type, amount, class of operations covered, effective dates, and date of expiration of policies as may be expected. Such certificates shall also contain substantially the following statement: The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) calendar days written notice has been received by the Government. (Endorsements to the Policy that name the Government as an Additional insured and establishment of cancellation notice are required).

Certificates should be submitted within 10 calendar days after award of contract and before any work begins at the site.

The Respondent must provide a detailed method statement with the applicable timetable for all deliverables.

Please include detail product specifications including all warrantites

F. RATED CRITERIA

The following sets out the categories, weightings and descriptions of the rated criteria of the RFQ. 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	Financial Analysis		
	A. Pricing	30	N/A
	B Financial Checks	10	N/A
2	Technical Competence & Experience	30	N/A
3	Local Benefits	30	N/A
Total Points		100	

1. Pricing

See Appendix C - Pricing

2. Technical Competence & Experience

Proposals shall be evaluated on the following

- i. Availability of competent and qualified personnel and other resources to perform the Services;
- ii. qualifications and past performance of assigned staff for similar assignments;
- iii. the Respondent's Corporate Background and performance on similar projects;
- iv. proposed quality management plan for the project;
- v. Business integrity management system;

3. Local Benefits

The Government has established the minimum evaluation weight regarding Local Benefits for this procurement at 30% of the total points.

The local benefit considerations will be given to each of the following factors when proposals are evaluated:

- Is the Respondent a local specified business? (See the Code of Practice for Project Management and Procurement on the Government's Portal for the definition of "Specified Business")
- Local Workforce Utilization
 - Number of Bermudians employed by the Respondent.
 - Engagement of Bermudian employee (%) during the project.
 - Use of local specified businesses in the Respondent's supply chain.
 - Use of local specified business as subcontractors (if applicable).
- Safety and Health record of the Respondent for the three immediately preceding years of reporting
- Operational Environmental considerations and policy for their working site and projects. (each Respondent to provide a copy)

APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

Notes for the Respondent

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

All Respondents must complete and sign a Certificate of Confirmation of Non-Collusion. Any quotations 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 Respondent that submits false information in response to this Request for Quotations (RFQ), 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 quotation, intended to be competitive and that I/We have abided by the terms and conditions related to this quotation and that I/We have not fixed or adjusted the amount of the quotation 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 RFQ 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 RFQ Contact the amount or approximate amount of my/our proposed quote (other than in confidence in order to obtain quotations necessary for the preparation of the quote 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 quotation 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.

By signing this document, I/we have read and agree to its terms and conditions.

(1) _____ Title _____ Date _____

(2) _____ Title _____ Date _____

for and on behalf of _____

SAMPLE FORM OF AGREEMENT

The Employer is Ministry of Public Works

The Contractor is _____

The Employer desires the execution of certain Works known as _____

OFFER

The Contractor has examined the documents listed in the Appendix below 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 comes into effect on the date when the Contractor receives one original of this document signed by the Employer.

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

Name: _____ Date: _____

Capacity: _____

APPENDIX to the FORM of AGREEMENT

The General provisions below are modification and clarifications of the FIDIC Short Form Contract. All other clauses remain the same.

Sub-Clause	Item	Data
1	General Provisions	
1.1.1	Documents forming the Contract listed in order of priority(delete if not applicable)	Document Identification
	(a) The Agreement	Sample included in Tender Documents
	(b) Letter of Acceptance	Issued after Tender
	(c) Addenda	Identify in Appendix B Submission Form
	(d) Particular Conditions	Included in Tender Documents
	(e) General Conditions	Included in Tender Documents
	(f) Drawings and Specifications	Included in Tender Documents
1.1.9	Time for Completion	----- days
1.4	Law of the Contract	Laws of Bermuda
1.5	Language	English
2	The Employer	Ministry of Public Works (the <i>Ministry</i>)
2.1	Provision of Site	During normal facility operating hours, starting on the Commencement Date. Extended hours allowed; must be arranged with Employer.

Sub-Clause	Item	Data
2.3	Employer's Instructions	The Contractor shall not affect existing public water supply systems without prior authorization
3	Employer's Representatives	
3.1	The Engineer	Chief Engineer
4	The Contractor	
4.4	Performance Security:	
4.4	Amount	\$nil
4.4	Form	Not required
5	Design by Contractor	
5.1	Requirements for Contractor's design	Nil
7	Time for Completion	
7.2	Time for submission	Within 14 days of the Commencement Date
7.3	Form of programme	Electronic format (e.g. Microsoft Project)
7.4	Amount payable due to failure to	\$150 per day up to a maximum of 10% of sum stated in the Agreement
9	Remedying Defects	
9.1	Period for notifying defects	365 days calculated from the date stated in the notice under Sub-Clause 7.1
10	Variations and Adjustments	

Sub-Clause	Item	Data
10.2	Day work rates	Attach hourly rates for labour with Tender. See Appendix C Pricing.
11	Contract Price and Payment	
11.1	Lump sum price	As per Appendix C Pricing
11.2	Percentage of value of Materials and Plant	Materials 80% Plant 90%
11.3	Percentage of retention	10%
11.4	Payment of first half of retention	Payment within 28days after notice issued under Sub-Clause 8.2
11.5	Payment of second half of retention	On completion of defects as provided in the notice under Sub-Clause 9.1
11.7	Currency of payment	Bermuda Dollars
11.8	Rate of interest	0.5 % per annum
14	Insurance	
14.1	The Works, Materials, Plant and fees	The sum stated in the Agreement plus 15%
14.1	Contractor's Equipment	Full replacement cost
14.1	Third party injury to persons and	\$ 2,000,000.00
14.1	Workers	\$ 2,000,000.00
	Other Cover	_____
	Exclusions	_____

Sub- Clause	Item	Data
15	Claims Disputes and Arbitration	
15.1	Rules	Bermuda Arbitration Act 1986
15.3	Appointing authority	In accordance with the Bermuda Arbitration Act 1986
15.3	Place of Arbitration	Bermuda

CONDITIONS OF 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).

The General Conditions of Contract are amended by the particular conditions of 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

THE CONTRACTOR

Facilities

4. 5

Add the following Sub-Clauses:

The Contractor shall make his own arrangements for all local accommodation he may require for offices, yards, stores, labour, etc., all buildings and all services in connection therewith which are required for the efficient execution of the Works. The Contractor shall pay proper regard to the prevention of obstruction of public roads and walkways and the avoidance of nuisance to the public and to residents.

Electricity, Water and Gas

4. 6

	4. 6	1	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.
	4. 6	2	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.
Reporting of` Errors	4. 7		The Contractor shall examine and compare the Contract Documents and shall report any errors, inconsistencies, or omissions he may find to the Engineer immediately.
Damage to Persons and Property	4. 8		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.
Rates, Wages, Hours and Conditions of Labour	4. 9		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.
Facilities for Staff and Labour	4. 10		<p>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.</p> <p>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 with the requirements of the Department of Health.</p>

Display of Notices	4. 11	The Contractor shall post notices to inform the workers of their conditions of work in conspicuous places at the establishments and work places concerned.
Alcoholic Liquor and Drugs	4. 12	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.
Arms and Ammunition	4. 13	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.
Festivals and Religious Festivals	4. 14	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.
Epidemics	4. 15	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.
Supply of Drinking Water	4. 16	The Contractor shall so far as is reasonably practicable having regard to local conditions provide on the site, to the satisfaction of the Engineer's Representative, an adequate supply of drinking water and other water for the use of the Contractor's staff and work people.

RESOLUTION OF DISPUTES

- 15. 1** Delete Clause 15.1 in its entirety.
- 15. 2** 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 Engineer, 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

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 or 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.

**ADDITIONAL
CLAUSES**

Taxation	16. 1	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.
Bribery	17. 1	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 of the 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.
	17. 2	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.
Strikes and Lock-Outs	18. 1	The Contractor shall forthwith notify the Engineer of the commencing of any strike or lock-out and the Engineer on account of any delay caused thereby may, after consultation with the Employer, 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.
Laws, Regulations and Orders	19. 1	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.

Construction of Contract

20. 1

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.

Members and Staff of Employer and Engineer not Personally Liable

21. 1

Neither the members nor the staff of the Employer or the Engineer 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.

Details to be Confidential

22. 1

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 or the Engineer. 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.

RIGHTS AND REMEDIES NOT WAIVED

23. 1

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.

Agreement Acknowledgement

(Note: all sheets form part of the Proponent Proposal)

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 B – PRICING SCHEDULE

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 proposals, or, if there is no table below, by completing the attached form and including it in their proposals.
- (b) Unless stated otherwise in the RFQ documents, the Agreement shall be for the whole Works as detailed in these documents and shown on the drawings and based on the completed pricing information, as submitted by the Respondent.
- (c) The Respondent shall fill in separate prices for all items of works described in the Price Breakdown. Items against which no price is entered by the Respondent will not be paid for by the Ministry when executed and shall be deemed covered by the other lump sum prices in the Price Breakdown.
- (d) Pricing must be provided in Bermuda funds, inclusive of all applicable duties and taxes.
- (e) Pricing quoted by the Respondent must be all-inclusive and must 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.
- (f) Submit individual rates for labour, materials, and mark-ups as indicated in the Labour, Materials, and Mark-Up Rates Form.

Required Pricing Information

**Tank Floor Sealant Works
Price Breakdown – Appendix C**
(Note: all sheets form part of the proposal)

ITEM	DESCRIPTION	QUANTITY	SUM in Works and Figures
1.	Clean out Existing Tanks	Lump Sum	
2.	Repair holes and cracks	Lump Sum	
3.	Surface Preparation works	Lump Sum	
4.	Apply Liner	Lump Sum	
5.	Final Clean/disinfection	Lump Sum	
6.	Watertightness Testing	Lump Sum	
7.	10 year Warranty	Lump Sum	
8.	Respondent specified items: Any elements of work or expenditure not covered elsewhere in the Tender Price Analysis and are necessary in the execution of this work. Respondent to itemise:	Lump Sum	
TOTAL SUM FOR Tank Floor Sealant Works			
Number of sheets, appended by the Respondent to this Form..... (If nil, enter NIL). SIGNED ON BEHALF OF RESPONDENT:			

Labour and Mark-Up Rates – Appendix C continues

(Note: all sheets form part of the tender)

Labour & Equipment Rates for Tank Floor Sealant Works

ITEM	DESCRIPTION	QUANTITY	RATE
1.	Foreman/Site Supervisor	Hourly Rate	
2.	Skilled Sealant Applicator	Hourly Rate	
3.	Labour	Hourly Rate	
4.	Contractor specified items: Additional Day Work Rates for Labour, Materials or Equipment necessary for the execution of this work.		

Mark-Up Rates for Tank Floor Sealant Works

ITEM	DESCRIPTION	RATE (%)
1.	Overhead and Mark-Up (own work)	
2.	Mark-Up (Sub-Contracted labour and materials)	

Contract Duration

Contract Period: calendar weeks
Proposed Start Date: 2023
Proposed Completion Date: 2023

Dated this ____ day of ____ 2023.

SIGNED:

(Signature) _____ in the capacity of _____

(Block letters) _____

Duly authorized to sign proposals for and on behalf of:

(Firm) _____ (Address) _____

ANNEX C - SPECIFICATIONS

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SECTION 01010: SUMMARY OF WORK

SECTION 01310 PROJECT MANAGEMENT AND COORDINATION

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SECTION 01700: PROJECT CLOSEOUT

SECTION 09880 – COATINGS FOR CONCRETE AND MASONRY

SECTION 01010: SUMMARY OF WORK

PART 1 – GENERAL

1.1 Scope Of Work Covered By Contract Documents

- A** The Works at the Fort Victoria Reservoir, St Georges Bermuda, will comprise of, but is not limited to the following:
- Pressure washing of floor and wall surfaces.
 - Stopping Leaks by repair and sealing of the concrete floor to include removal of unsound and unbonded materials. Chip and make permanent repairs of all floor cracks and /or holes.
 - Surface preparation, and installation of the Polymer Sealant/Lining System such as Basecrete or equivalent, to include protection of surfaces not to be treated, touch-up, clean-up, and appurtenant work all in accordance with the requirements of the Contract Documents and this Specification.
- B** The Works consist of work necessary to furnish and install a 100% solids Polymer Sealant such as Basecrete, or equivalent concrete potable water tank rehabilitation and lining system, as shown on the drawings and as specified herein.
- C** Without limiting the generality of other requirements of these specifications, all work hereunder shall conform to the applicable requirements of the referenced portions of the following documents, to the extent that the requirements therein are not in conflict with the provisions of this Section.
- D** The contractor will be responsible for the transport of all materials to storage on site or off site.
- E** The Project shall be constructed under the FIDIC Conditions of Short Form of Contract.

1.2 Security of the Site

- A** The contractor is responsible for maintaining the security of the site area.
- B** The contractor shall ensure that there is no access to the active work site by members of the public during the contract period.
- C** The contractor is responsible to ensure a safe working

1.3 Contract Method Of Measurement

A The measure shall be the actual cost of works done excluding any disallowed costs. The actual cost shall be assessed by the Employer's Representative from the supporting information submitted by the Contractor.

B All work to install the Floor Coating and Lining System for a Concrete Potable Water Tank Rehabilitation as detailed on the drawings and in these Technical Specifications shall be covered within the prices in the Form of Tender. All prices shall be all-inclusive and include all preliminary set up costs, labour, equipment and materials to complete each task. If a specific task is not identified separately in the Form of Tender, the Contractor shall assume that it is included as part of another related listed item or items.

1.4 Project Programme of Works

A Contractor shall programme the works coordinating all tasks and activities.

B Work sequence shall take into account the operating hours of the Government waste disposal sites.

1.5 Use Of Premises

A Not Applicable

1.6 Work Under Other Contracts

A Not Applicable

***** END OF SECTION 01010 *****

SECTION 01310 PROJECT MANAGEMENT AND COORDINATION

PART 1 – GENERAL

1.1 Submittals

- A** Schedule of Work.
- B** Method Statement for the whole of the works.
- C** Health and Safety plan for the whole of the works.
- D** Insurances.

1.2 General

- A** Provide to Employer's Representative for review the submittals specified. 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.
- B** Prepare and submit a Project Programme fixing the dates for submission and return of test samples.
- C** Do not proceed with Work affected by any submittal until review is complete.
- D** Review submittals prior to submission to the Employer's Representative. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been checked and coordinated with the requirements of the Work and Contract Documents. Submittals not stamped, signed, dated and identified as to the specific project will be returned without being examined and will be considered rejected.
- E** Verify that field measurements and affected adjacent Work are coordinated.
- F** Contractor's responsibility for errors and omission in submission is not relieved by Employer's Representative review of submittals
- G** Contractor's responsibility for deviations in submission from requirements of Contract Documents is not relieved by Employer's Representative review.
- H** Keep one review copy of each submission on Site.

1.3 Programme Of Work

- A** Prepare schedule in the form of a linked bar chart. All events, activities and constraints shall be numbered and shall be given a title. Details to be given for each event, activity or constraint should include:
- its title
 - its earliest and latest start and finish dates
 - its scheduled start and finish dates
 - its duration
 - any relevant “must” start or finish dates
 - resources (equipment and labour) required.
- B** PART 1 - Provide a separate bar for each event, activity, operation or constraint. Show proposed progress of all activities for main work items. All construction activities must be identified. Where applicable, indicate labour, construction crews, plant and equipment to be employed.
- C** The project Programme of Works shall provide at least the level of detail listed below:
- Preparation works to clean and clear debris from the tanks
 - Surface treatments and crack repairs as necessary
 - Surface Preparation and installation of Surface lining system
 - Transportation of construction debris to approved site
 - Making good the site area
- D** PART 2 - The key milestones in the construction process shall also be identified. Schedule milestones will include but not be limited to the following:
- Start date on site.
 - Delivery dates for equipment and materials.
 - Completion of preparation works.
 - Completion of liner works
 - Final handover (final completion).
- E** Revise and resubmit programme every two weeks to reflect actual progress on the Works.
- F** With schedule updates, provide written explanations to Employer’s

Representative as to why previously reviewed programme is not being met (if applicable).

G Show changes in operations proposed (if required), to complete construction works within Contract Time.

H No progress payments will be approved until receipt of programme updates acceptable to the Employer's Representative.

1.4 Work Hours

A The Work shall be carried out during normal working hours (7.00 am until 6.00pm Monday to Saturday) unless the Works are unavoidable or necessary for saving life or property or for the safety of the Works, or as per any instruction from an applicable governmental authority. In such cases the Contractor shall advise the Employer's Representative of the need to perform such extraordinary Works.

B The Employer will not accept claims for overtime unless the Works are as a result of an unforeseen condition.

C The Contractor is aware that the Works are to be carried out on public roads which may cause interruption to the Works during peak traffic times.

1.5 Method Statements

A Provide Method Statement for each key activity, as requested by Employer's Representative, to show construction methods, equipment and general methodology for carrying out the Work. Relate Method Statement to activities shown on Construction Programme.

B Method Statement shall identify, among other things:

- Sequencing of works.
- Methods of Preparation.
- Methods of surface treatments.
- Methods to ensure appropriate environmental protection.
- Risk assessment of the hazards involved in the works.
- Other key tasks as specified in the Contract Documents, and/or as requested by the Employer's Representative.

1.6 Certificates

- A** Within 5 working days after award of Contract, submit certificates of insurances.

1.7 Daily Records

- A** The Contractor shall maintain accurate daily records of all works undertaken, all resources present on site, and of the progress.
- B** Records shall be submitted to the Employer at least weekly and the Contractor may inform the Employer's Representative at any time that it is recording pertinent information.
- C** Records of any Works that have or have not been carried out that may affect the Schedule shall be used to update the Schedule.

1.8 Inspections

- A** At all times the Employer's Representative shall be allowed to visit the Site to inspect the Works.
- B** Prior to closing in any part of the Works, the Contractor shall notify the Employer's Representative with at least 48 hours notice and afford him full opportunity to examine the Works before it becomes inaccessible.
- C** Any trench works closed before the pipe work has been hydro-tested shall be at a minimum, uncovered at the joints to allow the Employer's Representative to inspect the joints during the test. Such Works shall be to the account of the Contractor.
- D** The Employer's Representative shall reasonably make himself available at the request of the Contractor.

1.9 Safety and Health

- A** All Works shall be conducted in accordance with the Health and Safety at Work Act 1982. The Contractor shall erect appropriate warning signs and safety barriers.

B 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.

Any workers not wearing appropriate safety gear may be requested by the Employer's Representative to leave the Site, at which time they shall inform the Contractor that they have been requested to leave, and not return until they comply with the Applicable Law or regulations.

C All staff and sub-contractors, under the employ of the Contractor, shall be supplied with written health and safety instructions which they shall read, date and sign prior to commencing work. The signed instructions shall be held by the Contractor and copies shall be provided to the Employer.

D In completing the Works, the Contractor shall comply with all Health and Safety requirements of Applicable Law including all licenses issued by the Bermuda Government to permit the Works including controls for working in enclosed spaces.

E The Contractor shall utilize a permit-to-work system to ensure a formal check is undertaken to make sure all the elements of a safe system of work are in place before people are allowed to enter or work in the confined space of the tank. It is also a means of communication between site management, supervisors, and those carrying out the hazardous work.

Essential features of a permit-to-work system are:

- clear identification of who may authorise particular jobs (and any limits to their authority) and who is responsible for specifying the necessary precautions (eg isolation, air testing, emergency arrangements etc);
- making sure that contractors engaged to carry out work are included;
- training and instruction in the issue of permits;
- monitoring and auditing to make sure that the system works as intended.

***** END OF SECTION 01300 *****

SECTION 01500: TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 Summary

- A** This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.

1.2 Use Charges

- A** The Contractor will be responsible for all temporary works required and shall be required to test, repair/replace or enhance the utility services as necessary to facilitate the Works.
- B** The Contractor shall allow other entities to use temporary services and facilities without cost, including, but not limited to, Employer's Representative, testing and inspecting agencies and personnel of authorities having jurisdiction.

1.3 Temporary Utility Installation

- A** Electrical Service:

The Employer will make available a 120v site power supply.

- C** Sanitary Facilities:

The Contractor shall provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.

Disposable Supplies: Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.

Toilets: Install self-contained toilet units. Shield toilets to ensure privacy.

Wash Facilities: Supply cleaning compounds appropriate for each type of material handled.

Drinking-Water Facilities: Provide bottled-water, drinking-water units. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45 to 55 deg F (7.2 to 12.7 deg C).

SECTION 01561: ENVIRONMENTAL PROTECTION

PART 1 - GENERAL

1.1 Environmental Measures

- A** Meet or exceed the requirements of all Bermuda environmental legislation and regulations, including all amendments up to project date provided that in any case of conflict or discrepancy, the more stringent requirements shall apply.
- B** At all times during the Works the Contractor shall maintain the Site and surrounding areas in a clean and orderly manner.

PART 2 – PRODUCTS

- A** Not Applicable.

PART 3 - EXECUTION

3.1 Fires

- A** Fires and burning of rubbish on site will not be permitted.

3.2 Disposal Of Wastes

- A** Burying of rubbish and waste materials on site will not be permitted.
- B** Collect all rubbish and waste material and dispose of in accordance with the latest editions of the Ministry of Works and Engineering, Waste Management Plan.
- C** Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.
- D** When cleaning with needle scabblers, provide enclosures, screens and traps to confine and contain all material and paint debris and other extraneous material.
- E** Do not allow any paint debris or other foreign material to enter the water.
- F** Hazardous waste such as lead paint debris should be double-bagged (as asbestos would be) and sent to proper waste stations. Manifest will be required by the Employer's Representative.

3.4 Drainage

- A** Provide temporary drainage and pumping as necessary to keep site free from water.
- B** Do not pump water containing suspended materials into waterways, sewer or drainage systems.
- C** Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with Bermuda authority requirements.

3.5 Plant Protection

- A** When, in opinion of Employer's Representative, negligence of Contractor results in damage or destruction of vegetation, or other environmental or aesthetic features beyond work areas as shown on contract drawings, the Contractor shall be responsible, at his expense, for complete restoration including replacement of trees, shrubs, grass, etc. to satisfaction of Employer's Representative.

3.6 Pollution Control

- A** Maintain temporary erosion and pollution control features installed under contract.
- B** Control emissions from equipment and plant to Bermuda authorities' emission requirements.
- C** Prevent extraneous materials from contaminating air, land or water, by vacuum, temporary enclosures, screens, traps or other devices.
- D** Spills of deleterious substances should be immediately contained and cleaned up in accordance with provincial regulatory requirements. Spills should be reported forthwith to the Employer's Representative.
- E** Noise levels emitted from construction activities are subject to Bermuda Government requirements.

3.7 Storage And Handling Of Fuels And Dangerous Fluids

- A** Locate fuel storage facility a minimum of 100 m from any waterbody in an area approved by the Employer's Representative and construct impermeable dykes so that any spillage is contained
- B** Prevent spillage of gasoline, diesel fuel and other oil products into the water and on land. Clean up spills promptly at own cost in accordance with Bermuda regulatory requirements. Report any fuel spills immediately to Employer's Representative
- C** Proper use of primers, grouts, bonding adhesives and other hazardous substances will be undertaken to prevent their entry into the water. Substances are to be stored and mixed on protected surfaces away from site to prevent their entry into waterways and contamination of soils.
- D** Collect and dispose of used oil filter cartridges and other products of equipment maintenance at industrial waste facility to satisfaction of Employer's Representative.

***** END OF SECTION 01561 *****

SECTION 01700: PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 Cleaning

- A** Use cleaning materials as recommended by product manufacturers and appropriate specification sections. Employ experienced workmen or professional cleaners.
- B** Before inspection for substantial completion, do all necessary cleaning, including the following:
1. Remove dust, dirt and debris from all surfaces
 2. Remove, clean all surfaces of oils, stains, weld splatters, etc as required.
 3. Refer to specification sections for additional requirements for particular surfaces.

1.2 Substantial Completion And Final Inspection

- A** Submit written certification that project, or designated portion of project, is substantially complete, and request, in writing, an inspection. The Employer's Representative will make an inspection within 10 days of receipt of request.
- B** Should the Employer's Representative determine that the work is substantially complete, he will prepare a punch list of deficiencies that need to be corrected before final inspection and issue a notice of substantial completion with the deficiencies noted.
- C** Should the Employer's Representative determine that the work is not substantially complete, he will immediately notify Contractor, in writing, stating reasons. After Contractor completes work, he shall re-submit certification and request for final inspection.

1.3 Close-Out Submittals

- A** The project shall be closed out when all items have been completed and accepted by the Employer's Representative.
- B** Warranty Certificate for products and completed operations.

1.4 Acceptance Of The Work

- A** After all deficiencies have been corrected and the work has undergone a final inspection with no deficiencies, a Taking-Over Certificate will be issued. If only designated portions of the project have been inspected and accepted, a Taking Over-Certificate will be issued for that portion of the Work.
- B** Until receipt of Taking-Over Certificate, Contractor shall be responsible for the work of this Contract.

PART 2 PRODUCTS

- A** Not Applicable

PART 3 EXECUTION

- A** Not Applicable

***** END OF SECTION 01700 *****

SECTION 09980 – COATINGS FOR CONCRETE & MASONRY

PART 1 - GENERAL

1.1 Summary

A This Section includes the following:

Coatings & Waterproof Sealant to Reinforced concrete structures.

1.2 Scope

A This specification covers the work necessary to furnish and install a 100% solids polymer sealant such as Basecrete, etc or equivalent concrete potable water tank rehabilitation and lining system.(see Exhibit 'A' Basecrete Specification)

Work includes, but is not limited to, the following:

B Sealing of the concrete Floor to include removal of any unsound and unbonded materials.

C Surface preparation, and installation of the Polymer coating System such as Basecrete, or equivalent, to include protection of surfaces not to be treated, touch-up, clean-up, and appurtenant work all in accordance with the requirements of the Contract Documents and this Specification

PART 2 - PRODUCTS

2.1 Referenced Specifications Codes and Standards

A Without limiting the generality of other requirements of these specifications, all work and materials hereunder shall conform to the applicable requirements of the referenced portions of the following documents, to the extent that the requirements therein are not in conflict with the provisions of this Section. All references and standards listed shall be the latest revisions. Joint and individual documents are referenced.

ACI – American Concrete Institute Box 19150, Redford Station Detroit, Michigan 48219 (248) 848-3700

a. ACI 350R-01 Requirements for Environmental Engineering Concrete Structures

b. ACI 350.1 "Testing of Reinforced Concrete Structures for Water Tightness"

- c. ACI 350.2 “Concrete Structures for Containment of Hazardous Material”
- d. ACI 503 “Use of Epoxy Compounds with Concrete”
- e. ACI 504 “Guide to Sealing Joints in Concrete Structures”

AWWA – American Water Works Association 6666 West Quincy Avenue
Denver, Colorado 80235 (303) 794-7711

- a. ANSI/AWWA C652 “Disinfection of Water Storage Facilities”

ANSI – American National Standards Institute 1899 L Street, NW, 11th Floor
Washington, DC 20036 (202) 293-8020

- a. ANSI/NSF Standard 61 “Drinking Water System Components”

2.2 Submittals

- A** Submit product data for each component specified including data substantiating that the proposed materials comply with specified requirements and recommendations by the manufacturer covering all materials.

2.3 Quality Assurance

- A** Single Source Responsibility: Provide primers and undercoat materials produced by the same manufacturer, or recommended by manufacturer, for each type of Special Coating / Lining specified to ensure compatibility, and proper chemical and mechanical bond.

2.4 Acceptable Products

- A** Polymer based waterproofing bondcoat manufactured by Basecrete or similar.

2.5 Performance Criteria

- A** The concrete potable water tank lining system shall be ANSI/NSF Standard 61 approved material for Drinking Water Components.
- B** The concrete tank lining system shall be resistant to cracking from concrete shrinkage and atmospheric thermal movement at construction joints and contraction joints up to 1/8” at temperatures down to 0 F.

PART 3 – EXECUTION

3.1 Installer Qualifications

- A** Engage only qualified applicator that have successfully completed applications using specified materials on projects of similar size and scope. Provide references with name, address, and telephone number.

3.2 Substitutions

- A** Manufacturers seeking approval of products other than the materials used as the basis of design must supply cured samples, full product information, project histories and references, technical data with specifications, SDS, and certifications regarding conformity of performance properties from an independent testing laboratory.
- B** The product being submitted for approval must meet all requirements of the performance properties specified within this specification. Compliance with the above quality assurances must be provided in written form at least fourteen (14) days before bids are received. Omission or nonconformance of any item will result in rejection of the request

3.3 Equipment Requirements

- A** Correct material processing equipment is critical in achieving correct mix for the plural component system specified.

3.4 Pre-Installation Conference

- A** The contractor, and the concrete tank lining system manufacturer's representative shall meet on site with the owner's representative. Particular emphasis shall be placed on these specifications, safety, weather conditions, surface preparation, material application, and inspection.
- B** The contractor shall submit to the owner's representative any revisions or changes agreed upon, reasons thereof, and parties agreeing or disagreeing with them.

3.5 Substrate Conditions

- A Do not proceed with work until substrate preparation and tolerances have been approved by the owner's representative, concrete tank lining system manufacturer's representative, the approved installation subcontractor, and the contractor.

3.6 Surface Preparation

- B The NACE/SSPC Joint Surface Preparation Standards for concrete surface preparation are incorporated in and made part of this specification. All references to SSPC-SP-13/NACE No.6, designate the definitions and other requirements in these documents. The International Concrete Repair Institute (ICRI) Technical Guideline No. 0310.2R, Guide to Surface Preparation of Concrete to Receive Sealers, Coatings and Polymer Overlays shall be used to visually evaluate the concrete surface profile.
- C Inspect concrete surface for soundness, flatness, levelness and overall condition. Report any discrepancies to the owner's representative
- D After surface preparation create a minimum surface profile for the lining system specified in accordance with the methods described in ICRI No. 0310.2R to achieve profile numbers CSP-3 to CSP-5.
- E Surface preparation shall begin with Saturated Surface Dry. That is a substrate that is clearly damp below the immediate surface, has no standing water and has a surface that is showing no signs of a film of water on the surface.

3.7 Delivery, Storage, and Handling

- A Deliver products to the job site in manufacturer's original, unopened containers bearing manufacturer's name and label and the following information
 - 1.Product name
 - 2. Product description (generic product classification)
 - 3. Manufacturer's lot number
 - 4. Color
- B Store materials in sealed original manufacturer's containers. Store materials in a protected area out of direct sunlight. Keep containers clean and undamaged. Adhere to manufacturer's published storage temperature and shelf life recommendations. Protect all materials from excessive temperatures.

3.8 Completion and Watertightness

- A On completion of the works, the lined surface of the potable water storage tank shall be

disinfected per the requirements of AWWA C652 prior to the storage of water. After disinfection there shall be no one permitted to make entry in to the tank. Entry in to the tank after disinfection shall require this process to be repeated.

- B** The Contractor will confirm in writing of the completion of the works and the Engineer will then satisfy himself that all works are visually complete by doing an onsite inspection. At this point the tank will be filled with potable water and both parties will adhere to AWWA Standard D110-95 Sec.5.13, which grants guidelines of testing a concrete tank for watertightness.

END OF SECTION 9980

BASECRETE

CONCRETE WATERPROOFING BOND COAT

PRODUCT SPECIFICATION

1.1 DESCRIPTION

BASECRETE IS A WATERPROOFING BONDCOAT / UNDERLAYMENT / MICRO TOPPING FOR USE IN ALL APPLICATIONS WHERE A SOLID AND DURABLE WATERPROOF BARRIER IS REQUIRED. BASECRETE WILL ADHERE TO MOST SURFACES, IS RESISTANT TO MOST CHEMICALS AND CORROSIVE AGENTS AND CAN WITHSTAND A HIGH DEGREE OF MOVEMENT WHILE MAINTAINING ITS INTEGRITY. BASECRETE IS A LIQUID AND COMPOUND MIX DESIGN AVAILABLE IN 1 & 5 GALLON PAILS AND 50LB BAGS. BASECRETE IS JOB SITE READY.

2.1 WATERPROOFING APPLICATIONS

WATERPROOF BONDCOAT	POOL DECKS	CISTERNS & WATER RESERVOIRS	SUSPENDED POOLS
UNDERLAYMENT	PLANTERS	CATWALKS & WALKWAYS	COMMERCIAL POOLS
MICRO TOPPING	SCRATCH COAT	BREAK WALLS	RESIDENTIAL POOLS
STUCCO	CRACK REPAIRS	PARKING GARAGES	WATER FEATURES
BARN FOUNDATIONS	FISH PONDS	AQUATIC ENCLOSURES	SUSPENDED DECKS
ANIMAL ENCLOSURES	MAN HOLES	WILDLIFE WATERING PONDS	BYLANDS, DOCKS, PIERS
NATURAL RESERVOIRS	ICF & EIF	ZOO ENCLOSURES	TUCK POINTING
PARGING	MAN MADE REEFS	MOORINGS/JETTY'S	ELEVATOR FOUNDATIONS

2.2 APPLICATION METHODS

A. *Tools*

BaseCrete can be applied by Trowel, Roller (1" nap), Brush, Squeegee or Spray

B. *Thickness*

Apply BaseCrete in two (2) layers, one vertically, one horizontally. Each layer should be 1/16" thick for a total of 1/8" thickness to achieve a waterproof bond coat. The second layer can be applied once the first layer is dry to the touch.

C. *Special Applications*

BaseCrete can be built up in 2" increments and feather edged.

2.3 COVERAGE

Coverage is approximate for one coat. Slump can be adjusted to accommodate specific job requirements by adjusting the liquid or the compound – do not add water to the mix.

A. *Trowel...* 1 gallon & 1 x 50lb bag = 40–50 sq ft @ 1/8"

B. *Roller...* 5 gallons & 2 x 50lb bags = 400-450 sq ft @25-30 mil

C. *Squeegee...* 5 gallons & 2 x 50lb bags = 250-275 sq ft @40mil

D. *Spray...* 5 gallons & 2 x 50lb bags = 375-450 sq ft @ 10-30 mil

2.4 SUBSTRATE PREPARATION

A. *Initial inspection*

Inspect job site. Determine if any pervious material used is incompatible with BaseCrete.

B. *Preparing Site*

Remove all previous material and any loose debris. Check and repair any cracks or voids with BaseCrete repair mortar. Once the site is clean and clear of any old material, loose debris, cracks etc., pressure wash for final preparation. Protect adjacent areas to prevent material from going beyond designated site.

C. *Substrate surface preparation*

Begin with a SSD (Saturated Surface Dry) substrate that is clearly damp below the immediate surface, has no standing water and has a surface that is showing no signs of a "film" of water on the surface. Ideally the concrete will be clearly damp (typically much darker than dry concrete) but the surface will have no water present and will be showing "signs" of drying.

BASECRETE

CONCRETE WATERPROOFING BOND COAT

2.5 TEMPERATURE & WEATHER FACTORS

A. *Product limitations*

Do not allow BaseCrete to freeze or overheat

B. *Site temperature*

Do not apply BaseCrete to frozen substrate or in conditions hotter than 105 degrees or colder than 40 degrees

Check local weather for temperature variations, precipitation etc that will affect your application.

2.6 MIXING INSTRUCTIONS

Mix on site using 5 gallon pails and paddle mixer. Blend product according to manufacturer's instructions on product label. Keep product out of direct sun. Allow product to false set (approximately 5 minutes) and re mix. Pot life is approximately 30 minutes depending on the temperature and humidity. Use mix ratio depending on application method.

A. *Special Note*

Use BaseCrete liquid to change consistency of mix.

Do not add water to the mix.

B. *Clean up after mixing*

Clean all tools and spills immediately with clean water.

2.7 COLD JONTS and CRACKS

Use BaseCrete Mesh to build rounded covers in corners on all cold joints. Build up with BaseCrete mix.

Use BaseCrete Mesh to fill in and bridge cracks.

3.1 HANDLING AND STORAGE

Keep BaseCrete products off the ground. Keep dry and out of direct sun/heat/cold.

4.1 CUSTOMER SERVICE

We recommend a BaseCrete Representative attend initial applications.

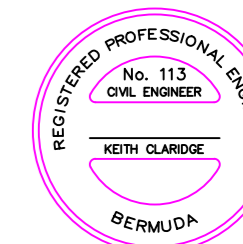
5.1 STANDARDS

- A. IMPACT STRENGTH 19 lbs / 8.6 kg
- B. COMPRESSIVE STRENGTH 7050 psi / 48.61 MPa
- C. TENSILE STRENGTH 732 psi / 5.05 MPa
- D. FLEXURAL STRENGTH 2380 psi / 16.41 MPa
- E. ADHESIVE STRENGTH
 - Concrete : 1372 psi / 9.46 MPa
 - Steel : 1144 psi / 7.89 MPa
- F. SHEAR BOND ADHESION 720 psi / 4.96 MPa
- G. ASTM E96 – Vapor transmission
- H. ASTM C321 – Bond Strength
- I. ASTM C672 – Freeze-Thaw
- J. ASTM d4541.02 – Pull Off Test

ANNEX D – Drawings

REHAB01 Site Location

REHAB02 Tank Details

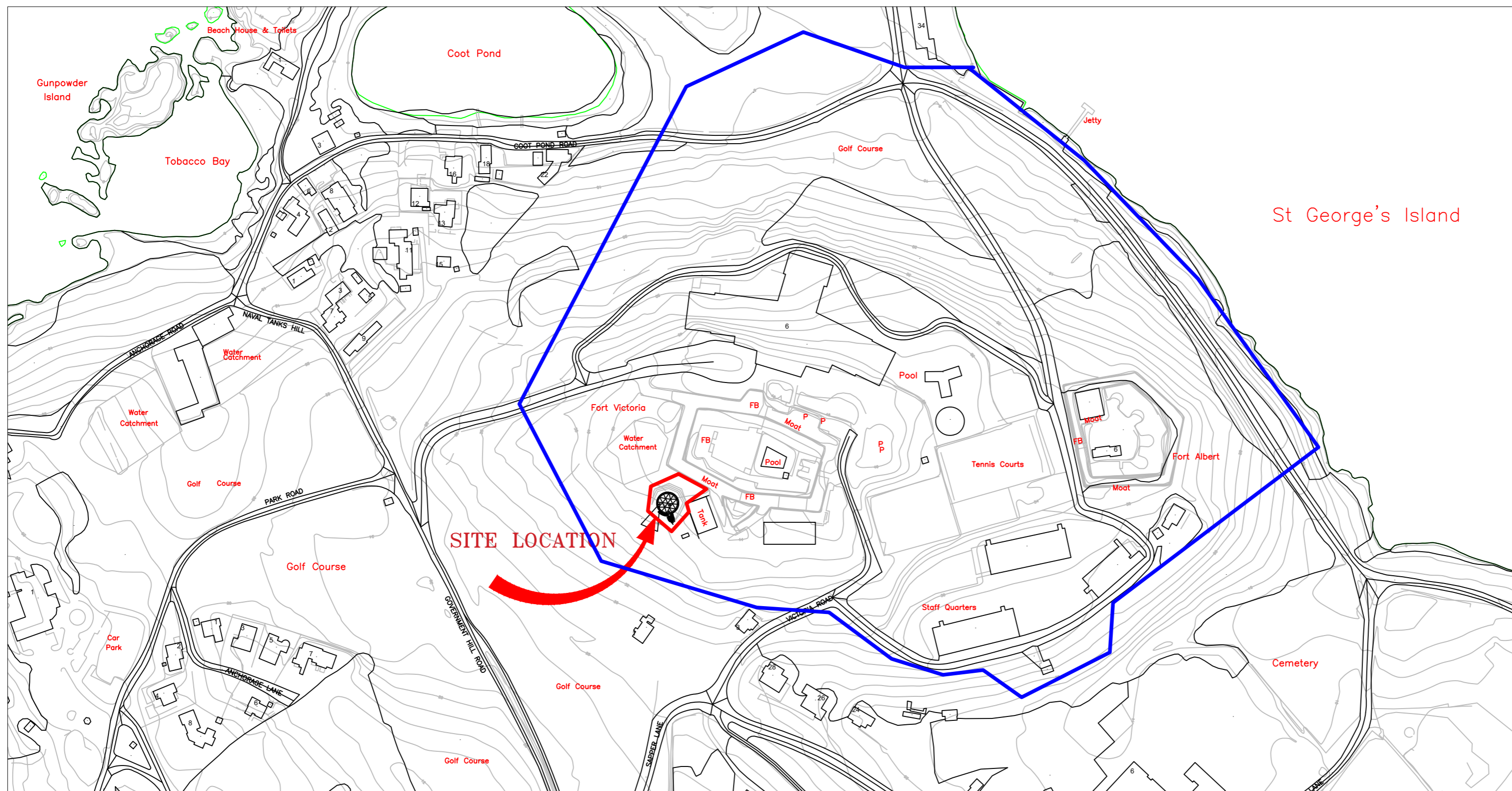


MINISTRY OF PUBLIC WORKS
FORT VICTORIA RESERVOIR EXPANSION
Victoria Road, St Georges



DRAWING LIST

Rehab01 Site Location
Rehab02 Tank Floor Details



KEY MAP

ISSUED FOR: PLANNING APP

AMENDMENTS:

NO	REVISION	BY	APP	DATE

SCALE: NTS

SURVEY
PREPARED BY: KC DATE: 6/21/2023

DESIGN
PREPARED BY: KC DATE: 6/21/2023

CHECKED BY: DATE:

DRAWING
PREPARED BY: KC DATE: 6/21/2023

CHECKED BY: DATE:

APPROVED BY: DATE:

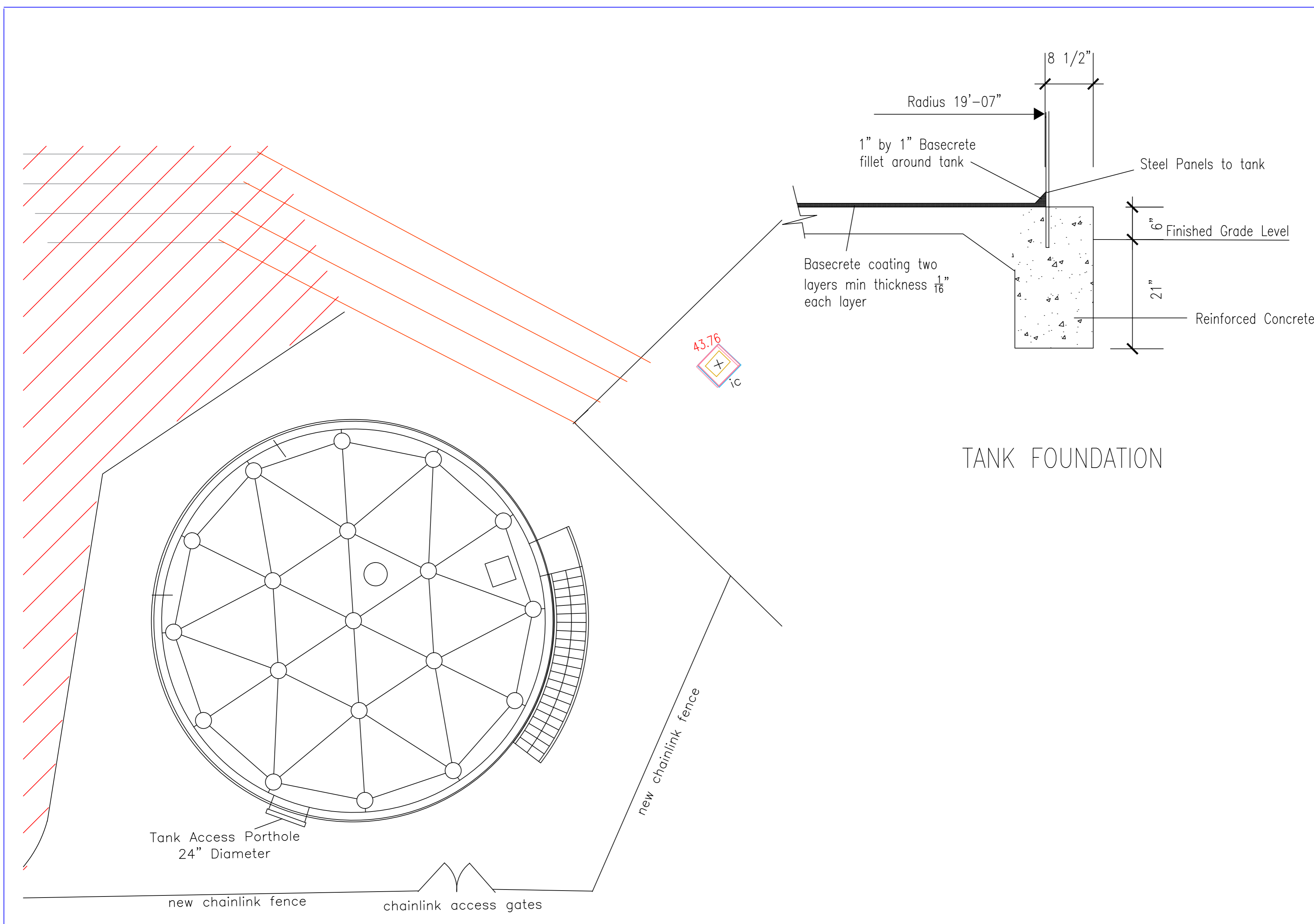
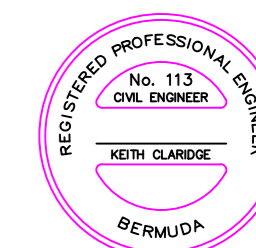
PROJECT NUMBER:

PROJECT NAME:
Fort Victoria Tank
Concrete Floor Protection

SHEET TITLE:
COVER

SHEET NUMBER:
FortVic00

REVISION
^



TANK FOUNDATION

SITE PLAN

ISSUED FOR: PLANNING APP

AMENDMENTS:

NO	REVISION	BY	APP	DATE

SCALE: NTS

SURVEY
PREPARED BY: KC DATE: 6/21/2023

DESIGN
PREPARED BY: KC DATE: 6/21/2023

CHECKED BY: DATE:

DRAWING
PREPARED BY: KC DATE: 6/21/2019

CHECKED BY: DATE:

APPROVED BY: DATE:

PROJECT NUMBER:

PROJECT NAME:
Fort Victoria
Concrete Floor Protection

SHEET TITLE:
Coating Details

SHEET NUMBER: REHAB 2 REVISION

ANNEX E - LOCAL BENEFITS
(SOCIAL, ECONOMIC AND ENVIRONMENTAL)

All pages of this form must be completed and returned with the Respondent's response.

This form is used to gather information to influence and help the economic transformation and enable meaningful participation of Bermudians and "specified business" in Bermuda's economy. This form looks at the ownership, management structures, and skill development opportunities and to learn more about the businesses bidding on Government Contracts. The Government's aim is to increase access to local economic activities and encourage skills training opportunities for Bermudians and the Government's use of specified businesses.

Rated criteria in the Government's Standard Evaluation Matrix Section 3 is equivalent to 30% of the overall score. It helps the public officers to measure, promote equal opportunities, and optimize the participation of specified businesses.

Date:

Ownership:

1. Bermudian Owned Business..... Yes No

2. Are you defined as a "Specified Business" in Bermuda (Small or Medium Sized)?

Yes No

D Other _____

Definition - According to the Code of Practice Project Management and Procurement (page 8 and 9), "**Specified Business**" means a Bermudian-owned and owner-operated business enterprise with such characteristics as the Bermuda Economic Development Corporation may determine and

(A) gross annual sales of less than one million dollars, or an annual payroll of less than five hundred thousand dollars; or

(8) at least three of the following attributes:

- (i) gross annual revenue of between \$1,000,000 and \$5,000,000;
- (ii) net assets of less than \$2,500,000;
- (iii) an annual payroll of between \$500,000 and \$2,500,000;
- (iv) between a minimum of 11 and a maximum of 50 employees; and
- (v) been in operation for a minimum of 10 years.

Please note that BEDC has not yet requested any additional requirements of businesses to be categorized as a Specified Business. Any Bermuda owned company that satisfies the criteria on item A or item B above will be considered a Specified Business.

3. Provide a copy of the Certificate of Incorporation (if applicable).

Copy attached Yes No

4. 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 SPOUSES OF BERMUDIANS:	
NUMBER OF EMPLOYEES:	
PERCENTAGE OF BERMUDIANS:	

Skill Development - Apprenticeships/training opportunities

5. Does your business offer internship, apprenticeships or training opportunities?

Yes No

6. Does your business offer Bermudian's internships opportunities?

Yes No

7. Does your business offer Bermudian's apprenticeships/training opportunities?

Yes No

8. Is your business willing/able to provide Bermudians new internship, apprenticeship or training opportunities?

Yes No

9. If yes, to questions 6, 7 or 8, what apprenticeship or training opportunities exist, please indicate below. (add more lines as needed)

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

Preference Procurement

10. Will the Respondent use Bermuda specified businesses in their supply chain?

Yes _____ No _____

Please provide an explanation _____

11. Will the Respondent use Bermuda specified business sub-contractors (if applicable)?

Yes _____ No _____

Please provide an explanation _____

Enterprise and Supplier Development

12. Has the respondent participated in the BEDC Construction Incubator or any other Business Program

Yes No, if yes, state program _____ and year _____

13. Safety and Health, Sustainability and Environmental Policies

Please indicate whether the business has a:

- a) Safety and Health Policy,
 Yes No, if yes, then please provide a copy.
- b) Sustainable Goods and Services Policy
 Yes No, if yes, then please provide a copy.
- c) Environmental Policy.
D Yes No, if yes, then please provide a copy.