

**Request for Proposals**  
**For**  
**Supply of High Density Polyethylene Pipe**

Request for Proposals No.: 50/820/3/19

Issued: Wednesday, 11 September 2019

Submission Deadline: **Friday, 27 September 2019 3:00pm**

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## PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

### 1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Bermuda Land Development Company Limited (BLDC) to prospective proponents to submit proposals for **the supply of various diameter High Density Polyethylene pipe**, as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The proposal is for the supply of ¾-inch, 2-inch, 3-inch, 4-inch & 6-inch diameter HDPE

### 1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be: **J. Tarik Christopher** at [tjchristopher@gov.bm](mailto:tjchristopher@gov.bm) and copied to [kclaridge@gov.bm](mailto:kclaridge@gov.bm).

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the BLDC, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

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

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Prior to the Submission Deadline noted in the RFP timetable below.

Amendment/addenda (if any) will be posted at <https://www.bldc.bm/category/tenders-rfps/current-tenders-rfps/>. Proponents should visit the BLDC Website on a regular basis during the procurement process. Sent by email to Vendors registering an interest in submitting a proposal

### 1.3 Type of Contract for Deliverables

The selected proponent will be required to enter into an agreement with the BLDC for the provision of the Deliverables in the form attached as Appendix A to the RFP (the “Agreement”). It is the BLDC’s intention to enter into the Agreement with only one (1) legal entity.

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 RFP Timetable

Issue Date of RFP	Wednesday , 11 September 2019
Deadline for Questions	Wednesday , 18 September 2019
Deadline for Issuing Addenda	Monday , 23 September 2019 4:00pm
Submission Deadline	Friday , 27 September 2019 3:00pm
Irrevocability Period	90 Days
Anticipated Execution of Agreement	TBD

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

## 1.5 Submission of Proposals

1.5.1 Proposals may be submitted electronically or by hardcopy

**All electronic proposals must be submitted electronically to [info@bldc.bm](mailto:info@bldc.bm) prior to the closing date.**

**IMPORTANT: HARDCOPY PROPOSALS MUST BE SUBMITTED PRIOR TO THE CLOSING DATE AND PLACED IN THE TENDER BOX IN THE RECEPTION AREA OF THE BLDC HEAD OFFICES, TRITON HOUSE , 1 LONGFIELD ROAD, ST GEORGES.**

1.5.2 Proposals to be submitted on Time

All Hardcopy proposals must be submitted at the location set out above on or before the Submission Deadline. Alternative email submissions must have a send date and time prior to the submission deadline. Proposals submitted after the Submission Deadline will be rejected. Onus and responsibility rest solely with the proponent to deliver its proposal to the exact location (including floor, if applicable) indicated in the RFP on or before the Submission Deadline. The BLDC does not accept any responsibility for submissions delivered to any other location by the proponent or its delivery agents. Proponents are advised to make submissions well before the deadline. Proponents making submissions near the deadline do so at their own risk.

1.5.3 Proposals to be submitted in Prescribed Format

Proponents shall submit either a minimum 2 original signed hard copies of their proposal or one (1) electronic copy (e-copy) in Microsoft Word or Adobe PDF format. If both a hard copy and e-copy of the proposal are submitted and there is a conflict or inconsistency between the hard copy and the e-copy of the proposal, the hard copy of the proposal will prevail. Proposals should be submitted in a sealed package and prominently marked with the RFP title and number (see RFP cover) and will not be opened until after **3:00pm, Friday, 27 September 2019**. The full legal name and return address of the proponent should be marked on the package as well.

1.5.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full

legal name and return address of the proponent to the location set out above. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

#### 1.5.5 Withdrawal of Proposals

Proponents may withdraw their proposals prior to the Submission Deadline. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact prior to the Submission Deadline and must be signed by an authorized representative of the proponent. The BLDC is under no obligation to return withdrawn proposals.

#### 1.5.6 Proposals Irrevocable after Submission Deadline

Proposals shall be irrevocable for a period of 90 days running from the moment that the Submission Deadline passes.

[End of Part 1]

## **PART 2 – EVALUATION AND AWARD**

### **2.1 Stages of Evaluation**

The BLDC will conduct the evaluation of proposals in the following stages:

### **2.2 Stage I – Mandatory Submission Requirements**

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. Proposals that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of the BLDC, be rejected. The mandatory submission requirements are listed in Section C of the RFP Particulars (Appendix D).

#### **2.2.1 No Amendment to Forms**

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a proponent may not make any changes to any of the forms. Any proposal containing any such changes, whether on the face of the form or elsewhere in the proposal, may be disqualified.

### **2.3 Stage II – Evaluation**

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

#### **2.3.1 Mandatory Technical Requirements**

The BLDC will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix D) have been met. Proposals that do not comply with all of the mandatory technical requirements will, subject to the express and implied rights of the BLDC, be disqualified and not evaluated further.

#### **2.3.2 Rated Criteria**

The BLDC will evaluate each qualified proposal on the basis of the non-price rated criteria as set out in Section F of the RFP Particulars (Appendix D).

### **2.4 Stage III – Pricing**

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

### **2.5 Selection of Top-Ranked Proponent**

After the completion of Stage III, all scores from Stage II and Stage III will be added together and proponents will be ranked based on their total scores. Subject to the reserved rights of the BLDC, the top-ranked proponent will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the selected proponent will be the proponent selected by way of lowest price.

## **2.6 Notice to Proponent and Execution of Agreement**

Notice of selection by the BLDC to the selected proponent shall be given in writing. The selected proponent shall execute the Agreement in the form attached as Appendix A to this RFP and satisfy any other applicable conditions of this RFP, including the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), within fifteen (15) days of notice of selection. This provision is solely for the benefit of the BLDC and may be waived by the BLDC.

## **2.7 Failure to Enter into Agreement**

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

[End of Part 2]

## **PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 Proponents to Follow Instructions**

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

#### **3.1.2 Proposals in English**

All proposals must be written in the English language only.

#### **3.1.3 No Incorporation by Reference**

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

#### **3.1.4 References and Past Performance**

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

#### **3.1.5 Information in RFP Only an Estimate**

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

#### **3.1.6 Proponents to Bear Their Own Costs**

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

#### **3.1.7 Proposal to be retained by the BLDC**

The BLDC will not return the proposal or any accompanying documentation submitted by a proponent.

#### **3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract**

The BLDC makes no guarantee of the value or volume of work to be assigned to the successful proponent. The Agreement will not be an exclusive contract for the provision of the described Deliverables. The BLDC 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 proponent 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 RFP**

### 3.2.1 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising this RFP, and

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

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

### 3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the BLDC, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. All addenda will be emailed to Vendors registering an interest in submitting a proposal. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the BLDC. In the Submission Form (Appendix B), proponents 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 BLDC determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the BLDC may extend the Submission Deadline.

### 3.2.4 Verify and Clarify

When evaluating proposals, the BLDC may request further information from the proponent or third parties in order to verify or clarify the information provided in the proponent's proposal. The information may include, without limitation, clarification with respect to whether a response meets the mandatory technical requirements set out in Section D of the RFP Particulars (Appendix D).

The response received by the BLDC shall, if accepted by the BLDC, form an integral part of the proponent's proposal.

### **3.3 Notification and Debriefing**

#### **3.3.1 Notification to Other Proponents**

Once the Agreement is executed by the BLDC and a proponent, the other proponents may be notified directly in writing of the outcome of the procurement process.

#### **3.3.2 Debriefing**

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

#### **3.3.3 Procurement Protest Procedure**

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with the BLDC's Procurement Protest procedures. The notice must provide detailed explanation of the proponent'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 RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent 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 BLDC in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations contemplated under a contract for the Deliverables, the proponent'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 BLDC may disqualify a proponent for any conduct, situation or circumstances, determined by the BLDC, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

### 3.4.3 Disqualification for Prohibited Conduct

The BLDC may disqualify a proponent, rescind a notice of selection or terminate a contract subsequently entered into if the BLDC determines that the proponent has engaged in any conduct prohibited by this RFP.

### 3.4.4 Prohibited Proponent Communications

Proponents 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 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

### 3.4.6 No Lobbying

Proponents shall not in relation to this RFP 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, the BLDC, or to influence or attempt to influence any legislative or regulatory action, in the selection or evaluation of any proponent.

### 3.4.7 Illegal or Unethical Conduct

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

### 3.4.8 Past Performance or Past Conduct

The BLDC 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 BLDC, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

### 3.4.9 No Collusion

Proponents 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 BLDC

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

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

### 3.5.2 Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the BLDC. The confidentiality of such information will be maintained by the BLDC. Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis to advisers retained by the BLDC to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

## 3.6 Reserved Rights and Limitation of Liability

### 3.6.1 Reserved Rights of the BLDC

The BLDC reserves the right to

- (a) make public the names of any or all proponents;
- (b) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addendum in the manner set out in this RFP;
- (c) request written clarification or the submission of supplementary written information in relation to the clarification request from any proponent and incorporate a proponent's response to that request for clarification into the proponent's proposal;
- (d) assess a proponent's proposal on the basis of: (i) a financial analysis determining the actual cost of the proposal when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established); and (ii) in addition to

any other evaluation criteria or considerations set out in this RFP, consider any other relevant information that arises during this RFP process;

- (e) waive formalities and accept proposals that substantially comply with the requirements of this RFP;
- (f) verify with any proponent or with a third party any information set out in a proposal;
- (g) check references other than those provided by any proponent;
- (h) disqualify a proponent, rescind a notice of selection or terminate a contract subsequently entered into if the proponent has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (i) select a proponent other than the proponent whose proposal reflects the lowest cost to the BLDC;
- (j) cancel this RFP process at any stage;
- (k) cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;
- (l) accept any proposal in whole or in part; or
- (m) reject any or all proposals;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

### 3.6.2 Limitation of Liability

By submitting a proposal, each proponent agrees that

- (a) neither the BLDC nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this proposal process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and
- (b) the proponent waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the BLDC's decision to not accept the proposal submitted by the proponent, to enter into an agreement with any other proponent or to cancel this proposal process, and the proponent shall be deemed to have agreed to waive such right or claim.

### 3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP 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 shall not be construed as intending to limit the pre-existing rights of the BLDC; 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**

See Annex A - Draft Form of Agreement

## APPENDIX B – SUBMISSION FORM

### 1. Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent or Personal/Given Name:	
Representative Name (Person with Signing Authority) / Title:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Country:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

### 2. Offer

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting a proposal, the proponent agrees and consents to the terms, conditions and provisions of the RFP, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the rates set out in its proposal.

### 3. Rates

The proponent has submitted its rates in accordance with the instructions in the RFP and in Pricing (Appendix C) in particular. The proponent confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.



**4. Addenda**

The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, \_\_\_\_\_ to \_\_\_\_\_ (if applicable) issued by the BLDC, or if no addenda were issued by the BLDC write the word “None”. The onus is on proponents to make any necessary amendments to their proposals based on the addenda. The proponent confirms it has read, received and complied with these addenda. Proponents who fail to complete this section will be deemed to have received all posted addenda.

**5. No Prohibited Conduct**

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

**6. Conflict of Interest**

Proponents must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. 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 proposal; **AND** (b) were employees of the BLDC within twelve (12) months prior to the Submission Deadline.

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

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

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

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

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**7. Proposal Irrevocable**

The proponent agrees that its proposal shall be irrevocable for a period of 120 days following the Submission Deadline.

**8. Disclosure of Information**

Any information collected or used by or on behalf of the BLDC 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.

**9. Execution of Agreement**

The proponent agrees that in the event its proposal is selected by the BLDC, in whole or in part, it will finalize and execute the Agreement in the form set out in Appendix A to this RFP in accordance with the terms of this RFP.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Proponent Representative

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name of Proponent Representative

\_\_\_\_\_  
Title of Proponent Representative

\_\_\_\_\_  
Date

I have the authority to bind the proponent.

## **APPENDIX C – PRICING**

### **1. Instructions on How to Provide Pricing**

- (a) Proponents 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) Pricing must be provided inclusive of all applicable duties and taxes.
- (c) Pricing quoted by the proponent 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**

Pricing is worth 60 points of the total score.

In addition to any rights to verify, clarify and supplement,

- (a) The BLDC 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.
- (b) Arithmetical errors will be rectified on the following basis:
  - (i) Where there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the proponent does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail;
  - (ii) Where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and
  - (iii) Where there is a discrepancy between the individual lump sums and the total amounts derived for the sum of the individual lump sum, the individual lump sum as quoted will govern, and the total amount will be corrected.

### **3. Required Pricing Information**

See Annex B - Pricing Form

## APPENDIX D – RFP PARTICULARS

### A. THE DELIVERABLES

Supply High Density Polyethylene pipe (as per Specifications in Annex C) in various sizes as detailed inclusive of all shipping FOB Hamilton Docks, Bermuda

The supply will consist of the following:

¾-inch diameter HDPE pipe– 10,000ft

2-inch diameter HDPE pipe– 10,000ft

3-inch diameter HDPE pipe – 12,000ft

4-inch diameter HDPE pipe – 27,500ft

6-inch diameter HDPE pipe – 45,000ft

#### **Supply of ¾ -inch diameter HDPE pipe**

The supply of this pipe will be 500ft coils and will be marked with Blue stripes for use with drinking water

#### **Supply of 2-inch diameter HDPE pipe**

The supply of this pipe will be 500ft coils and will be marked with Blue stripes for use with drinking water

#### **Supply of 3-inch diameter HDPE pipe**

The supply of this pipe will be 300 ft. coils and will be marked with Green stripes for use with s waste

#### **Supply of 4-inch diameter HDPE pipe**

The supply of this pipe will be in 40ft lengths.

14,500ft will be marked with Blue stripes for use with drinking water

13,000ft will be marked with Green stripes for use with sewer waste

### **Supply of 6-inch diameter HDPE pipe**

The supply of this pipe will be in 40ft lengths.

22,500ft will be marked with Blue stripes for use with drinking water

22,500ft will be marked with Purple (Pantone Purple 522C) stripes for use with reclaimed water

### **B. MATERIAL DISCLOSURES**

#### **Supply of HDPE pipe**

Refer to Specifications contained in Annex C for information detailing the specification of the pipe to be supplied which will influence a bidder's decision to bid and/or information about the contemplated contract that could influence a bidder's quoted price

### **C. MANDATORY SUBMISSION REQUIREMENTS**

#### 1. Submission Form (Appendix B)

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

#### 2. Pricing (Appendix C)

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

#### 3. Other Mandatory Submission Requirements

#### **Schedule of Supply**

The proponent shall include a schedule detailing the dates of delivery for each element of pipe size following on from initial order.

#### **Certificate of Incorporation**

All corporate proponents must include, with their proposal, a copy of the company's Certificate of Incorporation as evidence of the fact that the company is an existing registered company at the date of submission. Failure to provide the certificate of incorporation will render the response void.

#### **References**

Proponents shall provide a reference from a bank or other financial institution confirming the proponent's capacity to provide the necessary financial resources to complete the works in accordance with the contract and schedule. In addition the proponent shall supply the names and contacts for supply of a similar nature undertaken by the proponent.

## D. MANDATORY TECHNICAL REQUIREMENTS

### Specifications

See Annex C - Specifications

### Eligibility Requirements

The Proponent must have a minimum of 5 years' experience in the manufacture and supply of HDPE pipe.

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

## E. PRE-CONDITIONS OF AWARD

The Proponent shall submit details of all shipping arrangements and dates of supply

## F. RATED CRITERIA

In addition to Annex I the following sets out the categories, weightings and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

#	Category	Weighting (%)	Threshold
1	Pricing & Financial Stability	75	N/A
2	Technical Competence	25	N/A
<b>Total Points</b>		100	

### 1. Pricing

See Appendix C – Pricing

Evaluation of Pricing & Financial Stability

Price & Rates (inclusive of all costs) is worth 60 points of the total score.

Pricing will be scored as follows:

- (a) The lowest price shall be awarded 60points (all prices within 5% will receive the same price points).
- (b) The next lowest price (beyond 5%) will receive 55 points 5 fewer points for each successively higher priced price proposal.
- (c) Each time the same score will be awarded if successive prices are within 5% of the last highest price.

Notwithstanding the technical / managerial and price scores, the BLDC reserves the right to reject any proposal where prices are deemed to be unreasonable relative to other prices proposed, typically a 25% variance from the average qualified proposal (excluding the proposal in question).

15 points are awarded according to Proponents financial stability

## **2. Technical Competence**

Components to be evaluated include:

- i. The Contractor's Corporate Background and performance on similar projects;
- iv. Proposed quality management plan for the supply; and
- v. Business integrity management system

## **APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION**

### Notes for the Proponents

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

All proponents must complete and sign a Certificate of Confirmation of Non-Collusion. Any proposals submitted which do not include a signed copy of the Certificate will be wholly rejected and will not be included in the evaluation process.

If it is later found that the undertakings made below have been breached at any stage of the procurement process, then the proponent 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 proponent and/or any party involved in the matter.

Any proponent that submits false information in response to this Request for Proposals (RFP), and any other person or entity involved in collusion, may be excluded from competing for future contracts tendered by the BLDC.

### Confirmation of non-collusion

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

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

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 RFP Contact the amount or approximate amount of my/our proposed proposal (other than in confidence in order to obtain quotations necessary for the preparation of the proposal for insurance);
- (b) entering into any agreement or arrangement with any other person that he shall refrain from competing or as to the amount of any proposal to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement, gift /hospitality or valuable consideration directly or indirectly to any person in relation to this procurement.

Signed

(1) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

(2) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

for and on behalf of \_\_\_\_\_



## Tender Price Sheet

(Note: all sheets form part of the tender)

ITEM	DESCRIPTION	RATE	QUANTITY	SUM
1.	Supply ¾ -inch diameter HDPE pipe marked with blue stripes	Rate per ft	10000	
2.	Supply 2-inch diameter HDPE pipe marked with blue stripes	Rate per ft	10000	
3.	Supply 3-inch diameter HDPE pipe marked with green stripes	Rate per ft	12000	
4.	Supply 4-inch diameter HDPE pipe marked with blue stripes	Rate per ft	14500	
5.	Supply 4-inch diameter HDPE pipe marked with green stripes	Rate per ft	13000	
6.	Supply 6-inch diameter HDPE pipe marked with blue stripes	Rate per ft	22500	
7.	Supply 4-inch diameter HDPE pipe marked with purple (Pantone Purple 522C ) stripes	Rate per ft	22500	
8.	Shipping costs FOB Hamilton Docks, Bermuda	Item	Sum	
9.	<b>Vendor specified items:</b> Any elements of work or expenditure not covered elsewhere in the Tender Price Analysis and are necessary in the execution of this work.  Bidder to itemise:	Item		
<b>TOTAL TENDER SUM for Supply of HDPE pipe</b>		Lump Sum		
Number of sheets, appended by the bidder to this Form ..... (If nil, enter NIL).				
<b>SIGNED ON BEHALF OF BIDDER:</b> .....				

The Vendor is to provide a payment schedule detailing stage payments from manufacture to delivery. Vendor to also provide lead times for delivery of each itemized quantity of pipe.

# SUPPLY OF HDPE PIPE

## SPECIFICATION

## List of Contents

### SECTION 15670 - HIGH DENSITY POLYETHYLENE (HDPE) PIPE

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Annex C - Specifications

RFP – HDPE pipe supply

## **SECTION 15670 - HIGH DENSITY POLYETHYLENE (HDPE) PIPE**

### **PART 1 - GENERAL**

#### **1.1 Requirements**

- A** The Supplier shall furnish all tools, equipment, materials, and supplies to complete the supply as specified herein.
- B** This Section covers furnishing of High Density Polyethylene (HDPE) pipe.

### **PART 2 – PRODUCTS**

#### **2.1 General**

- A** Materials shall consist of a black high-density polyethylene copolymer resin designed for extrusion for potable water and industrial applications per ASTM D1248 Type III Class C. The resin shall have a PE 3408 rating. The Manufacturer shall be ISO 9001 certified.
- B** All pipe, shall be in accordance with AWWA C906 suitable to be joined using butt fusion or Electro fusion.
- C** High Density Polyethylene piping systems shall have a minimum design pressure limit of 160 psig at SDR = 11, unless otherwise noted.
- D** High Density Polyethylene piping systems shall have design temperature limit of 120 degree F, unless otherwise noted.

#### **2.2 Pipe**

- A** HDPE pipe shall have SDR = 11 per ASTM D1248 Type III Class.
- B** The base polymer shall be a single grade of polyethylene, PE 100 with a derived density greater than 0.93g/cm<sup>3</sup> tested at 20°C.
- C** No rework material is allowed to be used for the manufacture of the pipes.
- D** No additives that can contribute to toxic hazard, impair the fabrication of properties and chemical and physical properties in particular to long term mechanical and strength is allowed.
- E** The color of the pipes shall be black. Each pipe shall contain minimum two (2) equispaced factory colour coded longitudinal stripes on opposite sides

of the pipe designating the pipe use. The material for stripes shall be of the same type of resin as used in the compound for the pipe.

Blue stripes – Drinking water

Green stripes – Sewer waste

Purple ( Pantone Purple 522C )stripes – Reclaimed water

**F**

Wall thickness and nominal diameter are given below:

Nominal Dia	Average OD	Min Wall Thickness	Average ID	Weight lb/ft	Maximum out of Roundness
¾ -inch	1.050	0.095	.0839	0.13	1.2
2-inch	2.375	0.216	1.92	0.64	1.4
3-inch	3.5	0.318	2.83	1.39	1.6
4-inch	4.5	0.409	3.63	2.30	2.2
6-inch	6.625	0.602	5.35	4.99	3.2

**G**

The internal diameter and external surfaces of pipes must smooth, clean and free from scoring, cavities and other surface defects which may affect pipe performance.

**H**

The ends of pipe shall cut cleanly and square to the axis of the pipe. Appearance shall be checked at the point of manufacture

**I**

The pipe shall be marked at least every 4ft of the pipe. All pipes must have the markings at least with the following information:

- a) 'HDPE' letters
- b) Month and year of manufacture
- c) Brand
- d) Nominal diameter
- e) Minimum wall thickness
- f) The material grade (PE100)
- g) Nominal Pressure (PN)

## **PART 3 – EXECUTION**

### **3.1 General**

**A** Not applicable

### **3.2 Handling and Storage**

**A** Handling: Pipe, shall be carefully inspected before and after shipping and those found defective shall be rejected. Pipe shall be free from fins and burrs.

**B** Storage: All pipe stacks should be made on sufficiently firm, flat ground to support the weight of the pipes and any necessary lifting equipment. Stacking heights should be generally be kept to a minimum and adequate space allocated for lifting machinery to maneuver without causing accidental damage. For safety and convenience of handling the stacking height of bundles should not be more than 10ft to prevent possible deformation of the pipes, bundles must be stored timber to timber. For similar reasons coiled pipe shall be stored flat in stacks not exceeding 3 coils per stack. At all times pipes should be stored away from exhaust outlets and all other high temperature sources. Care should be taken to avoid contact with lubricating or hydraulic oils, gasoline, solvents and other aggressive chemicals.

## **PART 4 – CERTIFICATION**

**A** Manufacturer or supplier are required to provide a copy of raw material approval certificate prior to shipping

**B** Manufacturer or supplier are required to provide a copy of mill certificate for each batch of pipes prior to shipping.

**C** Manufacturer or supplier are required to provide a copy of the certificate and testing report from recognized certification body prior to shipping.

**D** Manufacturer or supplier are required to provide a copy of SPAN's registration certificate for each product to be supplied separately prior to shipping.

**\*\*\* END OF SECTION 015670 \*\*\***