



**GOVERNMENT OF BERMUDA**

Ministry of Public Works

Department of Works and  
Engineering

Barry Road & Coot Pond Road Realignment

Form of Tender & Bill of Quantities

# **Request for Tenders**

## **Barry Road & Coot Pond Road Realignment**

### **Form of Tender and Bill of Quantities**

Issued June 17, 2017



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**FORM OF TENDER**

(Note: all blanks are to be filled in by the Contractor and all sheets form part of the tender)

**TENDER TO: Permanent Secretary, Ministry of Public Works**

**To supply the Department of Works and Engineering Ministry of Public Works with services for the Realignment of Barry Road & Coot Pond Road**

1. Having examined the tender documents for the above work, we the undersigned, offer to construct and complete the whole of the said works for the sum of:

**Place overall total amount from Bill of Quantity, General Summary**

(Figures) BD\$ \_\_\_\_\_

(Words) BD\$ \_\_\_\_\_

or such other sum as may be ascertained in accordance with the said Conditions.

Contract Period: \_\_\_\_\_ Calendar Weeks

Proposed Start Date: \_\_\_\_\_, 2017

2. We confirm that we, the undersigned, are conducting business as a proper legal entity and are not 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.
3. We declare that this tender is made without any connection, comparison of figures or arrangements with or knowledge of any other corporation, firm or person making a tender for the same work and is in all respects fair and without collusion or fraud.
4. We confirm that we have submitted a bona fide Tender, intended to be competitive and we have not fixed or adjusted our Price by or under or in accordance with any agreement or arrangement with any other bidder.
5. Having examined the Site, the Service specification and Addenda Nos. \_\_\_\_\_ inclusive for the execution of the above named *Service*, we, the undersigned, offer to provide the *Service* in accordance with the **Instructions to Tenderers, specifications, BOQ, drawings, and addendums** (herein called the *Tender Documents*).
6. We undertake, if our Tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to provide the services comprised in the *Contract Documents*.

Continues onto the next page

7. We confirm that our Tender shall remain open for acceptance by the Government of Bermuda for a period of **Sixty (60) calendar days** from the date of this undertaking and we shall not withdraw this Tender during this period.



- 8. We undertake to commence the work within \_\_\_\_\_ business days of the date of the acceptance of the Contract.
- 9. Unless and until a formal agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.
- 10. We understand that the Ministry is not bound to accept the lowest or any tender that you may receive, and will not accept or consider any late tenders.
- 11. I/We consent to the collection and use of the information I/we give to the Government of Bermuda in response to the solicitation document and agree to waive any right to challenge any decision made by the Government to disclose the information.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**SIGNED:**

(Signature) \_\_\_\_\_ in the capacity of \_\_\_\_\_

(Block letters) \_\_\_\_\_

Duly authorized to sign tenders for and on behalf of:

(Firm)

\_\_\_\_\_

(Address)

\_\_\_\_\_

**WITNESS:**

(Signature)

\_\_\_\_\_

(Block letters)

\_\_\_\_\_

Occupation

\_\_\_\_\_

(Note: all blanks are to be filled in by the Tenderer and all sheets form part of the tender)



**FORM OF TENDER**

(Note: all blanks are to be filled in by the Contractor and all sheets form part of the tender)

TENDER TO: Permanent Secretary, Ministry of Public Works

To supply the Department of Works and Engineering Ministry of Public Works with services for the Realignment of Barry Road & Coot Pond Road

**ACKNOWLEDGEMENT LETTER FOR STANDARD FORM OF CONTRACT BETWEEN GOVERNMENT & CONTRACTOR**

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

- 1. FIDIC Construction Form of Contract General Conditions (FIDIC Red)
- 2. and FIDIC Construction Form of Contract Particular Conditions (FIDIC Red)"

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

- 1. FIDIC Construction Form of Contract General Conditions (FIDIC Red)
- 2. *FIDIC Construction Form of Contract Particular Conditions (FIDIC Red)*

**SIGNED:**

(Signature) \_\_\_\_\_ in the capacity of \_\_\_\_\_

(Block letters) \_\_\_\_\_

**Duly authorized to sign tenders for and on behalf of:**

(Firm) \_\_\_\_\_

(Address) \_\_\_\_\_

Date: \_\_\_\_\_



### APPENDIX TO THE FORM OF TENDER

Item	Sub-Clause	Data
Employer's name and address	1.1.2.2 & 1.3	Ministry of Public Works, 56 Church Street, Hamilton, HM12
Contractor's name and address	1.1.2.3 & 1.3	_____ _____ _____
Engineer's name and address	1.1.2.4 & 1.3	Yves Lortie, Ministry of Public Works, 56 Church Street, Hamilton, HM12
Completion date for the Works	1.1.3.3	31 <sup>st</sup> August, 2017
Defects Notification Period	1.1.3.7	365 Days
Electronic transmission systems	1.3	E-mail: <a href="mailto:tnsearle@gov.bm">tnsearle@gov.bm</a>
Employers e-mail address	1.3	<a href="mailto:ylortie@gov.bm">ylortie@gov.bm</a>
Governing Law	1.4	The Law of Bermuda
Ruling language	1.4	English
Language for communications	1.4	English
Time for access to the Site	2.1	Date
Amount of Performance Security	4.2	Nil.

Item	Sub-Clause	Data
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Normal working hours	6.5	8.00 am through to 6.00 pm Mondays to Fridays and 8.00am through to 6.00 pm Saturdays
Delay damages for the Works	8.7 &14.15(b)	BDA\$175.00 per day
Maximum amount of delay damages	8.7	5 % of the final Contract Price
Percentage for adjustment of Provisional Sums	13.5 (b)	0%
Percentage of retention	14.3	10%
Limit of Retention Money	14.3	10%
Minimum amount of Interim Payment Certificates	14.6	5% of the Accepted Contract Amount
Periods for submission of insurance:		
(a) evidence of insurance	18.1	7 days from receipt of Letter of Acceptance
(b) relevant policies	18.1	7 days from receipt of Letter of Acceptance
Maximum amount of deductibles for insurance of the Employer's risks	18.2(d)	Nil.
Minimum amount of third party insurance	18.3	BDA\$2,000,000.00
Date by which the DAB shall be appointed	20.2	28 days after the Commencement Date
The DAB shall be	20.2	A DAB of three Members
Appointment (if not agreed) to be made by	20.3	The President of the Institution of Civil Engineers



**TENDERER DETAILS**

(Note: all blanks are to be filled in by the Contractor and all sheets form part of the tender)

**COMPANY DETAILS**

1. Company's Legal Name \_\_\_\_\_

Physical address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mailing address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

Name and Titles of Principal(s):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Tenderer's Details continuation on the next pages**





**Tenderers Details (continuation sheet)**

Firm's Payroll Tax Number: \_\_\_\_\_

Firm's Social Insurance Number: \_\_\_\_\_

Total Number of Staff Currently Employed: \_\_\_\_\_

Total Number of Bermudian Staff Currently Employed: \_\_\_\_\_

Total Number of Non- Bermudian Staff Currently Employed: \_\_\_\_\_

All of the above statements as to experience, financial qualifications are submitted in conjunction with the proposal, as a part thereof and the truthfulness and accuracy of the information is guaranteed by the Company.

7. Attach a copy of the Company's Certificate of Incorporation.

**SIGNED:**

**(Signature)** \_\_\_\_\_ **in the capacity of** \_\_\_\_\_

**(Block letters)** \_\_\_\_\_

**Duly authorized to sign tenders for and on behalf of:**

**(Firm)** \_\_\_\_\_

**(Address)** \_\_\_\_\_

**Date:** \_\_\_\_\_



## TENDERER EXPERIENCE AND CAPABILITY FORM

(TO BE COMPLETED BY THE TENDERER)

LEGAL ENTITY NAME: \_\_\_\_\_ PAGE \_\_\_\_ OF \_\_\_\_

### PLEASE PROVIDE LAST THREE (3) YEARS OF WORK EXPERIENCE

1. Is your company (or other legal entity) presently providing Road works Construction Services to any public or private entity similar to the scope of work in this tender?

**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

2. PLEASE LIST THE NAMES, LOCATIONS, CONTACT PERSON AND CONTACT INFORMATION ON YOUR CURRENT SIMILAR CONTRACTS:

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3. REFERENCES PLEASE LIST THE NAMES, LOCATIONS, CONTACT PERSON AND CONTACT INFORMATION OF THREE CLIENTS:



**SUB-CONTRACTOR INFORMATION FORM**  
(TO BE COMPLETED BY THE CONTRACTOR)

In the event that we, the undersigned, are awarded the Contract for the work, we will employ the firms listed below as sub-contractors.

All sub-contractors shall be approved by the Ministry; such approvals being finalized prior to the contract award. The successful tenderer will not be permitted to change any sub-contractor without the Government's approval.

In the event that we employ a sub-contractor not approved by the Government, we will agree to immediately replace this sub-contractor with an approved sub-contractor. We will accept full responsibility for all damages and costs incurred by the Government (including, but not limited to, any and all costs relating to the discharging of liens brought on by any unapproved sub-contractor) as a result of employing an unapproved sub-contractor.

Trade	Sub-Contractor

The Bermuda Government is committed to having a sustainable workforce and therefore makes it a compulsory requirement for all Tenderers to provide a company profile of employees [Bermudians and non-Bermudian], by job categories and number per category

Bermudian Yes / No?	Job Category	Number per Category



## CERTIFICATE OF CONFIRMATION OF NON COLLUSION

### Notes for the Tenderers

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

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

Any tenderer that submits false information in response to a tender, and any other person or company involved in collusion, may be excluded from tendering for future contracts tendered by the Government of Bermuda.

### Confirmation of non-collusion

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

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

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 tender administrator the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance) or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender 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 tender.

Signed

(1) \_\_\_\_\_ Status \_\_\_\_\_

(2) \_\_\_\_\_ Status \_\_\_\_\_

for and on behalf of \_\_\_\_\_ (Company)

Date \_\_\_\_\_



**BILL OF QUANTITIES**

All prices (in Bermuda dollars) in the schedule are to be **inclusive of materials and related accessories, storage, transport, plant and equipment assembly, placement, access, overhead and profit.** Works ordered in writing by the Engineer.

Description	Units	Quantity	Rate	Total
<b>1. Preliminaries</b>				
Traffic Management for Barry Road & Coot Pond Road	Item	1		
Temporary Accommodation				
Mobilisation of accommodation, stores and workshops for the Contractor	Item	1		
Mobilisation of accommodation for the Engineer	Item	1		
Servicing of accommodation, stores and workshops for the Contractor	Item	1		
Servicing of accommodation for the Engineer	Item	1		
Dismantling of, accommodation, stores and workshops for the Contractor	Item	1		
Dismantling of, accommodation for the Engineer	Item	1		
<b>2. Site Clearance</b>				
Site Clearance	sqf	46,251.00		
<b>3. Earthworks</b>				
Barry Road	cy	289		



Excavate up to depth of 8' Rock to formation				
Excavate from 8' depth to 16' Rock to formation	cy	602		
Excavate up to depth of 8' acceptable material to formation	cy	1733		
Deposition of fill to formation of up to 5'	cy	3390		
Excavate hill to utilize for fill	cy	2850		
Import of fill to utilize either from hill or other site	cy	1170		
Top Soiling	cy	50		
Grass Seeding	cy	50		
Completion of formation	sqf	27,000		
Removal of existing asphalt from Barry Rd	sf	2620		
<b>Coot Pond Road</b> Excavate up to depth of 5' acceptable material to formation	cy	241		
Deposition of fill to formation of up to 5'	cy	241		
Top Soiling	cy	11		
Grass Seeding	cy	11		
<b>Victoria Road</b> Excavate up to depth of 5' acceptable material to formation	cy	126		
Deposition of fill to formation of up to 5'	cy	126		
Top Soiling	cy	3		
Grass Seeding	cy	3		
<b>4. Drainage &amp; Service Ducts</b>				
<b>Utility services Barry Road</b>				



<b>Utility Trenching for detail 6, C-103, L=68'</b>				
Excavate 4' wide and 5'-3" depth below roadway formation	cy	53		
<b>Utility Installation</b>				
Lay 2 - 4" pvc duct BTC CV	LF	136		
Lay 3 - 6" pvc duct Belco & Sewer	LF	204		
Lay 2 - 10" pvc duct Water	LF	136		
Sifted Sand Backfill	cy	50		
<b>Utility Trenching for detail 7, C-103, L=40'</b>				
Excavate 4' wide and 5' depth below roadway formation	cy	30		
<b>Utility Installation</b>				
Lay 1 - 2" pvc duct Pilot blue	LF	80		
Lay 3 - 4" pvc duct BTC CV		120		
Lay 3 - 6" pvc duct Belco & Sewer	LF	120		
Lay 3 - 12" pvc duct Water	LF	120		
Sifted Sand Backfill	cy	27		
<b>Utility Trenching for detail 8, C-103, L=50'</b>				
Excavate 4' wide and 4'-8" depth below roadway formation	cy	35		
<b>Utility Installation</b>				
Lay 1 - 2" pvc duct Power control	LF	50		
Lay 1 - 4" pvc duct Power control	LF	50		
Lay 1 - 6" pvc duct Belco	LF	50		



Lay 1 - 8" pvc duct Sewer	LF	50		
Lay 1 - 12" pvc duct Spare	LF	50		
Sifted Sand Backfill	cy	30		
<b>Utility Trenching for detail 9, C-103, L=50'</b>				
Excavate 4' wide and 4'-7" depth below roadway formation	cy	34		
<b>Utility Installation</b>				
Lay 1 - 8" pvc duct Spare	LF	50		
Lay 1 - 12" pvc duct Sewer	LF	50		
Sifted Sand Backfill	cy	30		
<b>Storm drain 4" pipe Trenching</b>	LF	455		
<b>Storm drain 6" pipe Trenching</b>	LF	590		
<b>Thrust Blocks</b>	EA	2		
<b>Storm drain Catch Basin</b>	EA	11		
<b>Storm drain Settling Chambers</b>				
Construct with two chambers	EA	3		
Drill borehole – 3 avg. depth=36'	LF	108		
<b>5. Sub-base</b>				
<b>Road Construction Barry Road 0-1350 ft</b>				
Place and compact 6" sub-base	CY	500		
<b>Road Construction</b>				





<b>Coot Pond Road 0-300 ft</b>				
Place and compact 6" sub-base	CY	112		
<b>Road Construction Victoria Road 0-63 ft</b>				
Place and compact 6" sub-base	CY	24		
<b>6. Sidewalks &amp; paved Areas</b>				
<b>Road Construction Barry Road 0-1300 ft</b>				
Place 10"x5" kerbs	LF	2700		
<b>Sidewalk and Verge</b>				
Place concrete sidewalk 4" thick	CY	65		
Place subsoil backfill	SF			
Place 3' topsoil shoulder	CY	50		
<b>Road Construction Coot Pond Road 0-300 ft</b>				
Place 10"x5" kerbs	LF	600		
<b>Sidewalk and Verge</b>				
Place concrete sidewalk 4" thick	CY	15		
Place subsoil backfill	SF			
Place 3' topsoil shoulder	CY	11		
<b>Road Construction Victoria Road 0-63 ft</b>				
Place 10"x5" kerbs	LF	126		
<b>Street Lighting Barry</b>				



<b>Road 0-1350 ft</b>				
Place underground line	LF	1350		
Place Light poles and light fixtures	EA	7		
<b>Utilities power line Barry Road 0-1350 ft</b>				
4" BTC & CV	LF	3550		
6" Belco	LF	1650		
Power Manhole	EA	1		
Communication Manhole	EA	2		
Transformer Box	EA	1		
<b>Total Carried forward to TOTAL SUM Page</b>				\$



## DAY WORK SCHEDULE

Day works ordered by the Engineer pursuant to Clause 13.6 of the FIDIC Conditions of Contract shall be paid for at the rates and prices and under the conditions contained in the Day Work Schedule.

The percentage additions entered in the following pages shall be fixed for the duration of the Contract notwithstanding any increase or decrease in the cost of labour, materials or plant, consumables or fuel charge levies.

Day works executed by sub-contractors or with the use of hired plant or sub-contract labour shall be evaluated as if executed by the Contractor's own plant and labour.

### Labour

Amount of wages means the basic wages.

Percentage addition shall provide for all statutory charges and other charges listed below

1. Additional bonus
2. Daily travelling allowances
3. Subsistence of lodging allowances
4. Cost of free transport
5. Tool allowances
6. Conditions allowances

### Plant

Rates for plant shall be in accordance with the Schedule of Day works both for contractors own plant and for plant hired under normal hire arrangements.

The cost of transport of plant to and from the site will be allowed at cost plus 10%.

No hire shall be payable in respect of any item of plant standing idle by reason of breakdown or any fault of the Contractor nor for plant standing idle on Sundays or holidays or during strikes (unless the plant is certified by the Engineer to be necessarily available for use during such times). Mechanical plant standing idle on the instructions of the Engineer shall be payable the rate stated in the Day works Schedule. Standing time shall be payable only for the hours during which the plant concerned would otherwise have been working providing the plant remains on site.

### Materials

The cost of materials shall be charged at the full amount of invoice plus 10%.



### Labour & Equipment

Description	Units	Quantity	Rate	Percentage Addition( if appropriate)	Total \$
<b>Labour</b>					
Unskilled Labourer	Hours	10			
Skilled Labourer	Hours	10			
Supervisor	Hours	10			
<b>Equipment</b>					
HC truck	Hours	10			
10 ton excavator	Hours	10			
20 ton excavator	Hours	10			
Mini digger	Hours	10			
Excavator breaker	Hours	10			
<b>Total carried forward to TOTAL SUMMARY</b>					\$

### TENDER TOTAL SUM(S) SUMMARY

<b>TOTAL FROM BILL OF QUANTITIES</b>	\$
<b>TOTAL FROM DAY WORKS SCHEDULE</b>	\$
<b>OVERALL TOTAL(SUM IN \$) TO BE WRITTEN IN FORM OF TENDER</b>	\$
<b>OVERALL TOTAL SUM (IN WORDS) TO BE WRITTEN IN THE FORM OF TENDER</b>	\$

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017

(Name) \_\_\_\_\_

(Signature) \_\_\_\_\_

Duly authorized to sign tenders for and on behalf of:

(Firm) \_\_\_\_\_

(Address) \_\_\_\_\_