



## Volume 2 Part 1

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### **Form of Tender, Forms and Appendices**

#### **Swing Bridge**

#### **Bridge Deck Interim Repairs**

#### **St Georges**

**March 2016**

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



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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)

**Swing Bridge, Bridge Deck Interim Strengthening**

LUMP SUM BID

**TO: PERMANENT SECRETARY, Ministry of Public Works**

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:

(figures) BD\$ \_\_\_\_\_

(words) BD\$ \_\_\_\_\_

We agree to abide by this tender for **thirty (90) calendar days** from the date fixed for receipt of bids, and understand that you may accept or reject any bid you may receive. We undertake to commence the works within fourteen calendar days of award of the Contract.

We confirm having completed all parts of this form; and received and complied with all addenda (if any) as follows: Addenda # \_\_\_\_\_

**Signed:**

Signature: \_\_\_\_\_

Block letters: \_\_\_\_\_

**On Behalf Of:**

Company name: \_\_\_\_\_

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



**SCHEDULE OF REPAIR COSTS:**

<b>Repair Designation</b>	<b>Number of</b>	<b>Rate (\$)</b>	<b>Total (\$)</b>
<b>Type 1</b>	5		
<b>Type 2</b>	10		
<b>Type 3</b>	5		
<b>Sum</b>			

Above Scheduled costs are all inclusive costs for each repair. They are inclusive of all contractor costs and shall be the only mechanism used to assess the value of any variation in the number of repairs.



## **CERTIFICATE OF CONFIRMATION OF NON-COLLUSION**

### **Notes for the tenderer**

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 tenderers.

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) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

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

For and on behalf of

\_\_\_\_\_



## COMPANY PROFILE

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

This tender is submitted by the authorized representative of the company as indicated below:

Company's Legal Name \_\_\_\_\_

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

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

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

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

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

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

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: \_\_\_\_\_



## APPENDIX

This Appendix forms part of the Agreement.

[Note: with the exception of the items for which the Employer's requirements have been inserted, the Contractor shall complete the following information where appropriate before submitting his offer.]

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	
	(b) Letter of Acceptance	
	(c) Client's Request for Proposal	
	(d) Addenda	
	(e) Particular Conditions	
	(f) General Conditions	
	(g) The Specification	
	(h) The Drawings	
	(i) The Contractor's tendered Lump Sum Price	
	(j) The Schedule of Unit Rates	
1.1.9	Time for Completion	_____ days
1.4	Law of the Contract	Laws of Bermuda
1.5	Language	English
2	The Employer	
2.1	Provision of Site	On the Commencement Date
3	Employer's Representatives	Mr. Samarasekera
3.1	Authorised Person	Chief Engineer
3.2	Name and address of Employer's representative (if known)	Chief Engineer



Ministry of Works and  
 Engineering,  
 56 Church Street,  
 Hamilton, HM12

Sub-Clause	Item	Data
4	The Contractor	
4.4	Performance Security (if any):	
4.4	Amount	\$Nil.
4.4	Form	(insert the Security details)
5	Design by Contractor	None
5.1	Requirements for Contractor's design (if any)	Appendix 1 Submittals
7	Programme	
7.2	Time for submission	Within <u>14 days</u> of the Commencement Date
7.2	Form of programme	Microsoft Project – Electronic & Paper formats
7.4	Amount payable due to failure to complete	\$150.00 per day up to a maximum of <u>10%</u> of sum stated in the Agreement
9	Remedying Defects	
9.1	Period for notifying defects	<u>365 days</u> calculated from the date stated in the notice under Sub-Clause 8.2
10	Variation Procedure	
10.2	Day work rates	The Schedule of Unit Rates  _____ (details)
11	Valuation of the Works	
11.1	Lump sum price	_____ (details)





Sub-Clause	Item	Data
11.3	Percentage of retention	10%
11.5	Period for notifying defects	<u>365 days</u> calculated from the date stated in the notice under Sub-Clause 8.2
11.7	Currency of payment	<u>Bermuda Dollars</u>
11.8	Rate of interest	<u>0.5</u> % per annum
14	Insurances	
14.1(a)	The Works, Materials, Plant and fees	The sum stated in the Agreement plus 15%
14.1(a)	Contractor's Equipment	Full replacement cost
14.1(b)	Third party injury to persons and damage to property	<u>\$ 1,000,000.00</u>
14.1(c)	Workers	<u>\$ 1,000,000.00</u>
	Other Cover	<u></u>
	Exclusions	<u>None.</u>
15	Arbitration	
15.3	Rules	Bermuda Arbitration Act 1986
15.3	Appointing authority	In accordance with the Bermuda Arbitration Act 1986
15.3	Place of Arbitration	Bermuda



## CONDITIONS OF CONTRACT

### 1.0 Short Form of Contract - GENERAL CONDITIONS

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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.



## 2.0 Short Form of Contract - PARTICULAR CONDITIONS

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### 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

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#### 4.0

#### The Contractor

Add the following Sub-Clauses:

#### 4.5

#### Facilities

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.

#### 4.6

#### Electricity, Water and Gas

The Contractor shall be responsible for the provision of all, power water and other services that he may require for the Works and shall pay and bear all costs associated therewith.

#### 4.7

#### Protection of Utilities

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.



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- 4.8 Reporting of Errors** The Contractor shall examine and compare the Contract Documents and shall report any errors, inconsistencies, or omissions he may find to the Engineer immediately.
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- 4.9 Damage to Persons and Property** The Contractor shall, immediately on occurrence of any incident involving loss or injury at or about the Site, or in connection with the execution of the Works, report such incident to the Engineer or the Engineer's Representative. The Contractor shall also report such incident to the appropriate Authority whenever such report is required by Law.
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- 4.10 Rates, Wages, Hours and Conditions of Labour** The Contractor shall pay to all Foremen, Craftsmen, and Labourers not less than the rates of wages for the various Foremen, Craftsmen, and Labourers that prevail in Bermuda, and comply with such requirements relating to hours of work and conditions of labour as are or may be laid down from time to time by the Laws of Bermuda.
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- 4.11 Facilities for Staff and Labour** The Contractor shall provide such accommodation and amenities as he may consider necessary for all his expatriate staff and labour, employed for the purposes of or in connection with the Contract.
- The Contractor shall comply with all local statutes and regulations and any amendments thereto with regard to the health and safety of his employees and others, and shall provide adequate latrines for his workers on the Site to conform with the requirements of the Department of Health.
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- 4.12 Display of Notices** The Contractor shall post notices to inform the workers of their conditions of work in conspicuous places at the establishments and work places concerned.
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- 4.13 Alcoholic Liquor and Drugs** The Contractor shall not, otherwise than in accordance with the Statutes, Ordinance and Government Regulations or Orders for the time being in force, import, sell, give, barter, or otherwise dispose of any alcoholic liquor, or drugs, or permit, or suffer any



such importation, sale, gift, barter, or disposal by his sub-contractors, agents, or employees.

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**4.14**

**Arms and Ammunition**

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

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**4.15**

**Festivals and Religious Festivals**

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

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**4.16**

**Epidemics**

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

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**4.17**

**Supply of Drinking Water**

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.

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**15.0**

**Resolution of Disputes**

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**15.1**

**Adjudication**

Delete Clause 15.1 in its entirety.

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**15.2**

**Notice of Dissatisfaction**

This clause is deleted in its entirety and replaced by:

If a dispute 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

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#### Arbitration

This clause is deleted in its entirety and replaced by:

Unless settled amicably, any dispute shall be finally settled by arbitration, unless otherwise agreed by both Parties:

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

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

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

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



## B. Additional Clauses to be added to the GENERAL CONDITIONS

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### 16.0

#### **Taxation**

The Contractor shall be required to pay Bermudian Taxes on all Contractor's Equipment (except as described in the Fifth Schedule, Section 2 of the Customs Tariff Act 1970) materials and other things of whatsoever nature brought into Bermuda for the purpose of Contract.

### 17.0

#### **Bribery**

Any commission, advantage, gift, gratuity, reward, or bribe given, promised, or offered by or on behalf of the Contractor or his agent or servant or any person on his or their behalf to any officer, servant, representative, or agent of the Employer or 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.

### 18.0

#### **Debt Recovery**

The Employer shall be entitled upon a certificate in writing of the Engineer to deduct the amounts so certified from any monies or otherwise due to the Contractor under this or any other contract or to recover the said amounts as a debt due or partly the one and partly the other as the Employer shall deem advisable.

### 19.0

#### **Strikes and Lock-Outs**

The Contractor shall forthwith notify the 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.

### 20.0

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**Laws, Regulations and Orders**

The Contractor shall make himself fully acquainted with the Laws, Regulations and Orders of Bermuda and of any competent/statutory Authority and shall conform in all respects therewith during the continuance of the Contract. He shall conform similarly with any such Laws, Regulations and Orders which may come in to force after the date of this Agreement.

**21.0  
Construction of Contract**

The Contract shall in all respects be constructed and operated in conformity with the Laws of Bermuda and the respective rights and liabilities of the Parties shall be in accordance with the Laws for the time being in force.

**22.0  
Members and Staff of Employer and Engineer not Personally Liable**

Neither the members nor the staff of the Employer 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.

**23.0  
Details to be Confidential**

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Employer 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.

**24.0  
Rights and Remedies Not Waived**

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