



**Foreshore Protection Works**  
**Bermuda Aquarium Museum and Zoo**

Bermuda

**Annex B**  
**Form of Tender**

Date: February 6, 2017

Project No. 60-04-75



## Form of Tender

(Note: all sheets form part of the tender)  
**(To be completed by bidder)**

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

1. 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.
2. 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.
3. Having examined the tender documents, the Conditions of Contract, the Site, the Drawings and Specifications, and Addenda Nos. \_\_\_\_ to \_\_\_\_ inclusive for the execution of the above named Project, we, the undersigned, offer to execute and complete the whole of the said works and remedy any defects therein in conformity with the Conditions of Contract, Specifications, Drawings, and Addenda for the lump sum of

\_\_\_\_\_ (words)

\_\_\_\_\_ (figures)

<b>Contract Period:</b>	.....calendar weeks
<b>Proposed Start Date:</b>	..... 2017
<b>Proposed Completion Date:</b>	.....2017

**Tenders will only be accepted in respect of the entire scope of works and not on individual elements.**

4. We acknowledge that the Request for Tenders form is part of our Tender submittal.
5. We undertake, if our Tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to the Tender.
6. We confirm that our Tender shall remain open for acceptance by the Government of Bermuda for a period of one hundred and twenty (120) calendar days from the date of this undertaking and shall not withdraw this Tender during this period.
7. 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.
8. We understand that you are not bound to accept the lowest or any tender that you may receive.
9. We confirm having received and complied with addenda number \_\_\_\_\_ to \_\_\_\_\_ (if any).
10. We confirm that we, the undersigned, are conducting business as a proper legal entity and are not delinquent in making payments for outstanding debts to the Government for Social Insurance contributions, Payroll Tax or other debt recorded by the Accountant General Debt Collection section.



- 11. 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.
- 12. We undertake to commence the work within **FOURTEEN (14) calendar days** of the date of the acceptance of this tender.
- 13. We consent to the collection and use of any information we give to the Government in response to this solicitation document and 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) \_\_\_\_\_ in the capacity of \_\_\_\_\_

(block letters) \_\_\_\_\_



**Acknowledgement Letter for Standard Form of Agreement 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 "**Conditions of Contract for the Short Form of Contract, First Edition 1999**", published by the Federation Internationale des Ingenieurs-Conseils (FIDIC)" and as modified by the **Particular Conditions**.

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

1. **Conditions of Contract for the Short Form of Contract, First Edition 1999**, published by the Federation Internationale des Ingenieurs-Conseils (FIDIC).
2. **Conditions of Contract for the Short Form of Contract, First Edition 1999**, published by the Federation Internationale des Ingenieurs-Conseils (FIDIC) as modified by the **Particular Conditions**.

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) \_\_\_\_\_

\_\_\_\_\_



Form COP24

**CERTIFICATE OF CONFIRMATION OF NON-COLLUSION**

**Notes for the tenderer/bidder**

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, all companies submitting a tender will be required, by way of the signature of the Company Principle, state their agreement to the statements below, which indicates that the tender has been submitted without any form of collusion.

The Certificate of Confirmation of Non-Collusion is a mandatory requirement from all bidders. Any bids 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 process, the bidder 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 bidder and/or any party involved in the matter.

False submissions may also exclude the bidder, and any other person or company involved in collusion, from bidding 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 additional 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 \_\_\_\_\_ Date \_\_\_\_\_

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

for and on behalf of

\_\_\_\_\_



**COMPANY INFORMATION/QUALIFICATIONS AND REFERENCES**

Name of Company: \_\_\_\_\_

**THE COMPANY SHALL COMPLETE THE FOLLOWING STATEMENTS:**

1. Principal(s) and Director(s) of the Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Physical Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Website: \_\_\_\_\_

2. Company Insurance Details:

Workers Compensation Insurance carried:      BD\$ \_\_\_\_\_  
Professional Indemnity Insurance carried:      BD\$ \_\_\_\_\_  
Commercial Grade Liability Insurance carried:      BD\$ \_\_\_\_\_

3. Company Payroll Tax No.: \_\_\_\_\_

4. Company Social Insurance No.: \_\_\_\_\_

5. Company Banking Details:

Name and address of primary bankers:

\_\_\_\_\_  
\_\_\_\_\_



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

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7. The Company has been engaged in business, under the present business name for \_\_\_\_\_ years.

8. Experience in work of a nature similar to that covered in the proposal documents extends over a period of \_\_\_\_\_ years.

9. The following contracts have been satisfactorily completed in the last three (3) years for the persons, companies or authorities indicated:

	Year	Type of Work	Contract Amount	Location and for Whom Performed
(a)				
(b)				
(c)				

10. The following person may be contacted for information concerning the work listed above (list a reference for each contract named):

	Name	Title	Address	Telephone
(a)				
(b)				
(c)				

11. The following contracts are no longer current but have been satisfactorily completed in the last five (5) years for the persons, companies or authorities indicated:

	Year	Type of Work	Contract Amount	Location and for Whom Performed
(a)				
(b)				
(c)				



11.

Total Number of Staff	
Number of Bermudians	
Number of Non-Bermudians	
Percentage of Bermudians	

12. 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.

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

**Signed:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

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





## **FIXED PRICE SCHEDULE**

### **CONTRACT PRICE BREAKDOWN**

All prices (in Bermuda dollars) are to be all inclusive of all other associated works as shown on the Contract Documents, materials, related accessories, storage, transport, assembly, placement, overhead and profit. These rates may be used for determining additions and deletions from the contract sum and for interim payment valuation.

<b><u>ITEM</u></b>	<b><u>PRICE</u></b>
1. Site Preparation	
a. Temporary works (Including access and environmental protection)	\$
2. Construction of Works Area 'A'	
a. Undermining Repair	\$
3. Construction of Works Area 'B'	
a. Retaining Wall	\$
b. Concrete fill in hole	\$
4. Construction of Works Area 'C'	
a. Undermining Repair	\$
5. Site cleanup and project closeout	\$
<b>TOTAL LUMP SUM BID</b>	<b>\$</b>

**NOTE:** All work detailed on the Contract Documents shall be covered completely by the Total Lump Sum. Individual lump sum items are all-inclusive. If a specific task is not identified separately in the above list, the Contractor shall assume that it is included as part of another related listed item or items, and shall base his lump sum amounts on this assumption.



## UNIT RATE SCHEDULE

(TO BE COMPLETED BY THE CONTRACTOR)

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.** These rates may be used for determining additions to, and deletions from, the contract sum.

<u>ITEM</u>	<u>UNIT</u>	<u>RATE</u>
<b>1.0</b>	<b><u>Labour</u></b>	
1.1	Unskilled labour	per hour \$ _____
1.2	Skilled labour	per hour \$ _____
1.3	Supervisor	per hour \$ _____
<b>2.0</b>	<b><u>Equipment</u></b>	
2.1	Truck	per hour \$ _____
2.2	Excavator	per hour \$ _____
2.3	Air Compressor	per hour \$ _____
2.4	Concrete pump	per hour \$ _____
<b>3.0</b>	<b><u>Formwork</u></b>	
3.1	Formwork above sea level	ft <sup>2</sup> \$ _____
3.2	Formwork below sea level	ft <sup>2</sup> \$ _____
<b>4.0</b>	<b><u>Earth works</u></b>	
4.1	Excavation above sea level	yd <sup>3</sup> \$ _____
4.2	Excavation below sea level	yd <sup>3</sup> \$ _____
<b>5.0</b>	<b><u>Concrete</u></b>	
5.1	Concrete Grade 40	yd <sup>3</sup> \$ _____
5.2	Concrete Grade 15 fill above sea level	yd <sup>3</sup> \$ _____
5.3	Concrete Grade 15 fill below sea level	yd <sup>3</sup> \$ _____
5.4	200mm (8") Concrete Block	yd <sup>3</sup> \$ _____
<b>6.0</b>	<b><u>Reinforcing Steel</u></b>	
6.1	T12 straight bars	ft \$ _____
6.2	T12 bent bars	ft \$ _____
<b>7.0</b>	<b><u>Other Items not listed above</u></b>	
7.1	_____	_____ \$ _____
7.2	_____	_____ \$ _____
7.3	_____	_____ \$ _____
7.4	_____	_____ \$ _____

All unit rates above shall be considered fully inclusive of delivery, preparation, placing and finishing. For variations to the contract not covered in the preceding price break down rates or the above schedule of unit rates, the price may be determined on the basis of the base material and installation cost plus \_\_\_\_% for overhead and \_\_\_\_% for profit and applied separately to the base cost.

END OF FORM OF TENDER