



GOVERNMENT OF BERMUDA
Ministry of Public Works

Department of Works and Engineering

**OPERATION AND MAINTENANCE
OF THE
TYNES BAY WATER TREATMENT FACILITY**

CONTRACT DATA

FEBRUARY 2016



Table of Contents

Contract Data - Volume 1

Part One – Data provided by the *Employer*.....2

Additional conditions of contract (Option Z)5

**Part Two – Data provided by the
Contractor.....11**

Service Level Table.....10

ANNEX A: Price Schedule.....11

ATTACHMENT ‘A’ FORM OF TENDER

ATTACHMENT ‘B’ CERTIFICATE OF CONFIRMATION OF NON-COLLUSION



VOLUME 1 - CONTRACT DATA

PART 1 – Data provided by the *Employer*

1.	General	
1.1	The <i>conditions of contract</i> are the core clauses and the clauses for main Option A, and secondary Options X1, X4, X17, X18, X19, X20 and Z of the NEC3 Term Service Contract (June 2005) (with amendments dated June 2006).	
1.2	The service is:	Operation, maintenance and repair of the Tynes Bay Water Treatment Facility to provide potable water to meet the demand level required by the <i>Employer</i> .
1.3	The <i>Employer</i> is:	Ministry of Public Works, Government of Bermuda.
	Address	56 Church Street Hamilton Bermuda HM12
1.4	The <i>Service Manager</i> is	
	Name Address	Principal Engineer (Water and Sewage) The Ash Plant Offices 31 Palmetto Road Devonshire, DV 05 Bermuda
1.5	The <i>Adjudicator</i> is:	only appointed if deemed necessary by either the <i>Contractor</i> or the <i>Employer</i> .
1.6	The <i>Adjudicator</i> nominating body is:	Chartered Institute of Arbitrators Bermuda Branch
1.7	The Affected Property is	Tynes Bay Water Treatment Facility, buildings and well head pumping station.
1.8	The Service Information is in	in Volume 3 of the Contract Data
1.9	The language of the contract is:	English
1.10	The <i>law of the contract</i> is:	the law of Bermuda
1.11	The <i>period for reply</i> is:	14 days
1.12	The <i>tribunal</i> is:	Arbitration
1.12	The <i>arbitration procedure</i> is:	Arbitration in accordance with the Bermuda Arbitration Act 1986
1.13	The place where the arbitration is to be held is:	
1.14		Bermuda
	The person or organisation who will choose an arbitrator	
	<ul style="list-style-type: none"> • if the Parties cannot agree a choice or • If the arbitration procedure does not state who selects an arbitrator is: 	



PART 1 – Data provided by the Employer - continued

1.15		Chartered Institute of Arbitrators Bermuda Branch
1.16	The additional conditions of contract together with deletions of core clauses are given at the end of this document.	
3.	Time	
3.1	The starting date is:	1st April 2016
3.2	The service period is:	3 years
3.3	Option to Extend Service Period	Up to 2 years renewable each 12 months
5.	Payment	
5.1	The assessment interval is:	1 calendar month
5.2	The Contractor prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	1 Calendar Month
5.3	The currency of the contract is:	Bermuda Dollars
5.4	The interest rate is:	2% per annum above the Bank of Butterfield base rate.
5.5	The period for payment is:	4 weeks
8.	Risks and Insurance	
8.1	The minimum amount of cover for insurance against loss or damage caused by the Contractor to the Employer's Property is	
		7,000,000.00
8.2	The minimum amount of cover for insurance in respect of loss of or damage to property (except for Employer's property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor's Providing the Service for any one event is	
		2,000,000.00
8.3	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is	
		2,000,000.00
8.4	The contractor submits a first plan for acceptance within 2 weeks of the Contract Date	
X17	Low service Damages	
X17.1	The service level table is in Volume 2 of the Contract Data	
X18	Limitation of Liability	
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	
		3,000,000.00
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	
		7,000,000.00



PART 1 – Data provided by the *Employer* - continued

X18.3	The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to
	2,000,000.00
X18.4	The end of liability date is 6 months after the end of the service period.
X19.5	The Contractor submits a Task Order programme to the Service Manager within 14 days of receiving the Task Order.
X20	Key Performance Indicators
X20.1	A report of performance against each Key Performance indicator is provided at intervals of 3 months
X21	Installation of Third Abstraction Well
X21.1	Within 6 months of the commencement of the service period the contractor shall install commission and connect a third abstraction well as detailed in Exhibit 'B'
X22	Replacement of Reverse Osmosis Membranes
X22.1	During year 2 of the Service period the contractor shall replace with new reverse osmosis membranes all membranes for Train1
X22.2	During year 3 of the Service period the contractor shall replace with new reverse osmosis membranes all membranes for Train 2



Additional conditions of contract (Option Z) are:

Z1.		The additional conditions of contract are below.
Laws, Regulations and Orders	Z2	The <i>Contractor</i> shall make himself fully acquainted with the Laws, Regulations and Orders of Bermuda and of any competent/statutory Authority and shall conform in all respects therewith during the continuance of the Contract. He shall conform similarly with any such Laws, Regulations and Orders which may come in to force after the date of this Agreement.
Construction of Contract	Z3	The Contract shall in all respects be constructed and operated in conformity with the Laws of Bermuda and the respective rights and liabilities of the Parties shall be in accordance with the Laws for the time being in force.
Members and Staff of Employer and Service Manager not Personally Liable	Z4	Neither the members nor the staff of the <i>Employer</i> or the <i>Service Manager</i> shall be in any way personally bound or liable for the acts or obligations of the <i>Contractor</i> 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.
Named key personnel	Z5	Acceptance by the <i>Employer</i> of key persons stated in Contract Data Part Two does not constitute acceptance that such individuals are suitable for the roles assigned to them or serve to relieve the <i>Contractor</i> of his duties or obligations under the contract. Any such key person is not to be removed by the <i>Contractor</i> from the part of the <i>works</i> for which he has been nominated without the prior written consent of the <i>Service Manager</i> .
Named subcontractors	Z6.1	Where the <i>Contractor</i> has nominated a Subcontractor in Contract Data Part Two for part of the <i>works</i> , acceptance of the Contract Data by the <i>Employer</i> without qualification of such nomination is deemed to be a consent on the same legal basis as consent by the <i>Service Manager</i> under Clause 26.2. Any such Subcontractor is not be removed by the <i>Contractor</i> from the part of the <i>works</i> for which he has been nominated without the prior written consent of the <i>Service Manager</i> .
	Z6.2	Neither the objection to nor any failure to raise an objection to a proposed Subcontractor either by or through the <i>Service Manager</i> relieves the <i>Contractor</i> of any liability or obligation under the contract.
	Z6.3	The <i>Contractor</i> does not subcontract the whole of the <i>works</i> .
Details to be	Z7	The <i>Contractor</i> shall treat the details of the Contract as private and



Confidential		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 <i>Employer</i> or the <i>Service Manager</i> . 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 <i>Employer</i> whose award shall be final.
Rights and Remedies Not Waived	Z8	In no event shall the making by the <i>Employer</i> of any payment to the <i>Contractor</i> constitute or be construed as a waiver by the <i>Employer</i> of any breach of Contract, or any default which may then exist, on the part of the <i>Contractor</i> , and the making of any such payment by the <i>Employer</i> while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the <i>Employer</i> in respect of such breach or default.
Arithmetical Accuracy of Proposal	Z9	The <i>Employer</i> accepts no responsibility for the arithmetical or other accuracy of the <i>Contractor's</i> Proposal. Should it transpire after the Agreement has been executed that there are arithmetical mistakes in the accepted Proposal which would have increased or decreased the total amount of the Proposal had such mistakes not been made, the items affected will be paid for in accordance with the actual measurements of <i>service</i> performed and with the unit prices inserted against the said items.
Patents	Z10	<p>All concepts, products or processes produced by or resulting from the <i>service</i> rendered by the <i>Contractor</i> in connection with the Project, or which are otherwise developed or first reduced to practice by the <i>Contractor</i> in the performance of the <i>services</i>, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the <i>Contractor</i>.</p> <p>The <i>Employer</i> shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the <i>services</i> by the <i>Contractor</i> in connection with the Project and for no other purpose or project.</p>
Inspection	Z11	The <i>Employer</i> , or persons authorised by the <i>Employer</i> , shall have the right, at all reasonable times, to inspect or otherwise review the <i>service</i> performed, or being performed, under the Project and the premises where they are being performed.
Protection of Utilities	Z12	The <i>Contractor</i> shall carry out the Works so that there is the minimum of interruption to the supply of water, telephone, electricity and other utility services through existing mains and utility 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 <i>Service Manager</i> or competent Authority.



Reporting of Errors	Z13	The <i>Contractor</i> shall examine and compare the Contract Documents and shall report any errors, inconsistencies, or omissions he may find to the <i>Employer</i> immediately.
Damage to Persons and Property	Z14	The <i>Contractor</i> 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 <i>Employer</i> or the <i>Service Manager</i> . The <i>Contractor</i> shall also report such incident to the appropriate Authority whenever such report is required by Law.
Rates, Wages, Hours and Conditions of Labour	Z15	The <i>Contractor</i> shall pay to all Foremen, Craftsmen, and Labourers not less than the rates of wages for the various Foremen, Craftsmen, and Labourers that prevail in Bermuda, and comply with such requirements relating to hours of work and conditions of labour as are or may be laid down from time to time by the Laws of Bermuda.
Facilities for Staff and Labour	Z16	<p>The <i>Contractor</i> shall provide such accommodation and amenities as he may consider necessary for all his expatriate staff and labour, employed for the purposes of or in connection with the Contract.</p> <p>The <i>Contractor</i> shall comply with all local statutes and regulations and any amendments thereto with regard to the health and safety of his employees and others, and shall provide adequate latrines for his workers on the Site to conform with the requirements of the Department of Health.</p>
Display of Notices	Z17	The <i>Contractor</i> shall post notices to inform the workers of their conditions of work in conspicuous places at the establishments and work places concerned.
Alcoholic Liquor and Drugs	Z18	The <i>Contractor</i> shall not, otherwise than in accordance with the Statutes, Ordinance and Government Regulations or Orders for the time being in force, import, sell, give, barter, or otherwise dispose of any alcoholic liquor, or drugs, or permit, or suffer any such importation, sale, gift, barter, or disposal by his sub-contractors, agents, or employees.
Arms and Ammunition	Z19	The <i>Contractor</i> shall not give, barter, or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same aforesaid.
Festivals and Religious Festivals	Z20	The <i>Contractor</i> shall in all dealings with labour in his employment have due regard to all recognised festivals, public holidays, days of rest, and religious or other customs.
Epidemics	Z21	In the event of any outbreak of illness of an epidemic nature, the <i>Contractor</i> shall comply with and carry out such regulations, orders, and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.



Supply of Drinking Water	Z22	The <i>Contractor</i> shall so far as is reasonably practicable having regard to local conditions provide on the site, to the satisfaction of the <i>Service Manager</i> , an adequate supply of drinking water and other water for the use of the <i>Contractor</i> 's staff and work people.
Approval by Other Authorities	Z23.1	Where the work of the <i>Contractor</i> is subject to the approval or review of an authority, department of Government, or agency other than the <i>Employer</i> , such applications for approval or review shall be the responsibility of the <i>Contractor</i> , but shall be submitted through the offices of the <i>Employer</i> and unless authorised by the <i>Employer</i> in writing, such applications for approval or review shall not be obtained by direct contact by the <i>Contractor</i> with such other authority, department of Government or agency.
	Z23.2	The <i>Contractor</i> shall ensure that a valid work permit is in place for all non- Bermudian staff working in Bermuda.
Taxation	Z24	The <i>Contractor</i> shall be required to pay Bermudian Taxes on all <i>Contractor</i> '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 the Contract. Customs Duty is payable for all consumables i.e. chemicals that are imported to the island to operate the Facility.
Bribery	Z25	Any commission, advantage, gift, gratuity, reward, or bribe given, promised, or offered by or on behalf of the <i>Contractor</i> or his agent or servant or any person on his or their behalf to any officer, servant, representative, or agent of the <i>Employer</i> or of the <i>Service Manager</i> 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 <i>Employer</i> shall in addition to any criminal liability which may be thereby incurred subject the <i>Contractor</i> to the cancellation of this and of all other contracts which he may have entered into with the <i>Employer</i> and also to the payment of any loss or damage resulting from such cancellation.
Debt Recovery	Z26	The <i>Employer</i> shall be entitled upon a certificate in writing of the <i>Service Manager</i> to deduct the amounts so certified from any monies or otherwise due to the <i>Contractor</i> 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 <i>Employer</i> shall deem advisable.
Strikes and Lock-Outs	Z27	The <i>Contractor</i> shall forthwith notify the <i>Service Manager</i> of the commencing of any strike or lock-out and the <i>Service Manager</i> on account of any delay caused thereby may, after consultation with the <i>Employer</i> , grant such extension of time as he considers reasonable without prejudice to the right of the <i>Employer</i> to exercise after the expiration of such reasonable extension of time the rights and powers under these Conditions in case of default by the <i>Contractor</i> .



Claims Disputes & Arbitration **Z28** Delete Sub-Clauses W1 to W2 in their entirety and replace with the following:

If a dispute (of any kind whatsoever) arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Employer, 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.

Notice of Dissatisfaction **Z28.1** If a dispute (of any kind whatsoever) arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Employer, 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.

Arbitration **Z28.2** 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 Service Manager, relevant to the dispute. Nothing shall disqualify the Service Manager 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 Service Manager to obtain his decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction. Any decision of the Service Manager 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 Service Manager shall not be altered by reason of any arbitration being conducted during the progress of the Works.



PART 2 – Data provided by the Contractor

Company Information

(Note: all sheets form part of the tender)

Submit multiple copies of this Data, one for each Contractor/Subcontractor included in this Bid.

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

2. Company Insurance details:

Commercial Third Party Insurance carried: BD\$ _____

Workers Compensation Insurance carried: BD\$ _____

3. Company’s Bermuda Payroll Tax No.: _____

4. Company’s Bermuda Social Insurance No.: _____

5. Company Banking Details:

Name and address of principal bankers:

Include a letter from principal bank confirming credit status of Bidder.

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

7.

TOTAL NUMBER OF STAFF	
NUMBER OF BERMUDIAN	
NUMBER OF NON-BERMUDIANS	
PERCENTAGE OF BERMUDIANS	



Company Information (continued)

- 8. **Attach a copy of the Company`s Certificate of Incorporation.** _____
- 9. **Do you have an Environmental Policy? If so, please attach.** _____
- 10. **Do you have a Safety and Health Policy? If so, please attach.** _____
- 11. **Do you provide apprenticeships/training positions?** _____
- 12. **Have you participated in appropriate business skills training, e.g. The BEDC Construction incubator, or have verifiable business skills (experience or training)?
If so, please provide details.**

Signed: _____

Print Name: _____

Title: _____

Company: _____

Date: _____



Personnel Qualifications

(Note: all sheets form part of the tender)

Note: Include resumes for all personnel identified in this Bid Form.

Project Manager

Company Name: _____

Employee Name	Title	Employed Since and Total Years' Experience	Certifications and Dates Received

Project Coordinator

Company Name: _____

Employee Name	Title	Employed Since and Total Years' Experience	Certifications and Dates Received

Process Technicians

Company Name: _____

Employee Name	Title	Employed Since and Total Years' Experience	Certifications and Dates Received

Electrical Tradespersons

Company Name: _____

Employee Name	Title	Employed Since and Total Years' Experience	Certifications and Dates Received



Service Level Table

Service	Low Service Level	Damages
Operation, maintenance and repair of the Tynes Bay Water Treatment Facility to provide potable water to meet the demand level required by the <i>Employer</i> .	<p><i>Contractor</i> produces less than 700,000 imperial gallons per day (Low Service Volume or LSV).</p> <p>The Facility shall have 95% availability from March to July. The Facility shall have 75% availability between August and February. This availability shall be averaged over a one (1) month period.</p>	<p>The <i>Contractor</i> shall pay the <i>Employer</i> \$27.99 per 1000 imperial gallons for the difference in the volume of the water produced below the low service level (Volume Water Produced or VWP) and the minimum amount stated as the low service level (LSV).</p> <p>Damages = (LSV - VWP) x \$27.99 / 1000 imp gal</p>

I/We also certify that I/We accept the method of assessment of damages for failure of Service:

Signed

(1) _____ Status _____ Date _____

(2) _____ Status _____ Date _____

for and on behalf of



ANNEX A: PRICE SCHEDULE

	Activity	Cost
1	Operations per month	BD\$
2	Maintenance/Repair per month	BD\$
3	Administration per month	BD\$
Total Cost(per month)		
Variable fee per 1000 Imp Gallons		
4	Install & Commission third Well(Lump Sum)	BD\$
5	Replacement of Membranes Train 1 year 2	BD\$
6	Replacement of Membranes Train 2 year 3	BD\$
7	Markup for Procurement Service Provided by Contractor for Major Equipment Purchases	%

Hourly Rate Company Director	
Hourly Rate Technical – Professional quantified	
Hourly Rate of Contract Manager and Scheduler	
Hourly Rate Technical Staff - Technologist	
Hourly Rate Skilled Labour	
Hourly Rate Unskilled Labour	



Attachment 'A' 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

SUBJECT: TENDER FOR THE OPERATION AND MAINTENANCE OF THE TYNES BAY WATER TREATMENT FACILITY

1. We confirm that we, the undersigned, are conducting business as a proper legal entity and are not delinquent in making payments for outstanding debts for Government receivables such as Social Insurance contributions, Payroll Tax and Public Works (formerly Works & Engineering) fees
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 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, attachments** (herein called the *Tender Documents*).
4. We undertake, if our Tender is accepted, to commence the Operation 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*.
5. We confirm that our Tender shall remain open for acceptance by the Government of Bermuda for a period of **120 calendar days** from the date of this undertaking and we shall not withdraw this Tender during this period.
6. 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.
7. We understand that you are not bound to accept the lowest or any tender that you may receive.
8. 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.
9. 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.

(Continues on the next pages)



Attachment 'A' Form of Tender (continuation sheet)

(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

SUBJECT: TENDER FOR THE OPERATION AND MAINTENANCE OF THE TYNES BAY WATER TREATMENT FACILITY

10. Having examined the tender documents for the above work, we the undersigned, offer to operate and maintain the designated *Affected Property* known as the Tyne's Bay Seawater Desalination Plant in accordance with the tender documents, Annex A: Price Schedule or such other sum as may be ascertained in accordance with the said Conditions

11. The Contract is to be executed as follows:

Contract Period: 36(thirty Six) Calendar Weeks

Proposed Start Date: 1st April, 2016

Dated this _____ day of _____, 2016

(name) _____

(signature) _____

Duly authorized to sign tenders for and on behalf of:

(firm) _____

(address) _____

WITNESS:

(name) _____

(signature) _____

(Occupation) _____



Attachment 'C' Certificate of Confirmation of Non-Collusion

Notes for the contractor

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

The Certificate of Confirmation of Non-Collusion is a mandatory requirement from all bidders. Any forms of agreement submitted which do not include a signed copy of this 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 contractor 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 contractor and/or any party involved in the matter.

False submissions may also exclude the company, and any other person or company involved in collusion, from involvement in future contracts with 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 t

Signed

(1) _____ Status _____

(2) _____ Status _____

for and on behalf of _____
 (Company)

Date _____