



Black Watch Pass Rock Cut Stabilization

Bermuda

Annex B Form of Tender

Date: December 19, 2016

Project No. 41-71-76



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)

Contract Period:calendar weeks
Proposed Start Date: 2017
Proposed Completion Date: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:

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:



GOVERNMENT OF BERMUDA

Ministry of Public Works

Works and Engineering

Drawings and Reference Documents

Project No. 41-71-76

Black Watch Pass Rock Cut Stabilization

	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

(TO BE COMPLETED BY THE CONTRACTOR)

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.

ITEM	DESCRIPTION	QUANTITY	SUM
1.	Mobilization	1	
2.	Rock Scaling – Eastern wall	5450 m ²	
3.	Rock Scaling – Western wall	4900 m ²	
4.	Rock Scaling – Arch area	80 m ²	
5.	Rock Anchors – 25 mm diameter x 6 m long	25	
6.	De-mobilization	1	
7.			
		TOTAL	

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.

Unit Rate Schedule

ITEM	DESCRIPTION	QUANTITY	Rate
1.	Rock Scaling	per meter ²	
2.	Rock Anchors – 25 mm diameter	per meter	
3.	Rock Anchor Installation, complete	Per meter	
4.	Site Supervisor	per hour	
5.	Professional Scaler	per hour	
6.	Skilled Labour	per hour	
7.	Day Rate for Entire Crew and All Equipment	per day	
8.			
9.			
10.			

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