



THE MINISTRY OF RURAL DEVELOPMENT
AND LOCAL GOVERNMENT

TENDER DOCUMENT

FOR

THE SUPPLY AND DELIVERY OF TWO (2)
MODULAR STEEL BRIDGES

FOR THE

MINISTRY OF RURAL DEVELOPMENT AND LOCAL GOVERNMENT

- Instructions to Tenderers
- Conditions of Contract
- Draft Performance Bond
- Draft Agreement
- Specifications
- Form of Tender
- Cost Schedule

INSTRUCTIONS TO TENDERERS

FOR THE SUPPLY AND DELIVERY OF TWO (2) MODULAR STEEL BRIDGES FOR THE MINISTRY OF RURAL DEVELOPMENT AND LOCAL GOVERNMENT

Tenderers are advised to read all instructions carefully since failure to comply may result in the rejection of their offer.

1. GENERAL

1.1 The Ministry of Rural Development and Local Government is desirous of procuring two (2) modular steel bridges for use within the Ministry of Rural Development and Local Government. As a result, tenders are being invited for the following:

- a. The Supply and Delivery of two (2) Modular Steel Bridges each of length sixty (60) feet and each with a pedestrian footpath for the full length attached on one side of the Modular Steel Bridge as per specifications attached.
- b. The Supply and Delivery of two (2) sets of launching equipment and toolboxes.

2. SUBMISSION OF TENDERS

2.1 Tenderers must provide the following in their tender: -

- a. The full name, signature, office and business address of the Tenderer;
- b. Signature of the person making the offer, or in the case of a company, partnership or business firm the signature of a duly authorized officer or employee of such company, partnership or the business firm;

- c. The initials of the person making any offer, must be inserted next to any alternations or erasures made or in the case of a company, or employees of company, partnership or business firm:
- d. Duty-free and duty paid prices (where applicable) in Trinidad and Tobago dollars (TT\$). Prices based on foreign exchange rates must be specified. Rates used must be issued by the Central Bank seven (7) days before the actual closing date of tenders;
- e. A firm delivery period;
- f. The delivery period should be realistic and within the overall period of the contract. Failure to deliver the two (2) modular steel bridges within the period quoted in the tender may result in the item being purchased from another supplier and the contractor having to meet the excess cost. The delivery period will commence on the date which the successful Tenderer receives the relevant notice to proceed or as agreed to at the signing of the agreement;
- g. Supportive literature/pamphlets/brochures, instructions manual and relevant documentation; and
- h. Discount offered (if any):
- i. A warranty period.

2.2 Tenderers must submit **an original tender and three (3) copies** of the Tender.

2.3 The envelope should be labeled:

**“TENDER FOR THE SUPPLY AND DELIVERY OF TWO (2) MODULAR
STEEL BRIDGES FOR THE MINISTRY OF RURAL DEVELOPMENT
AND LOCAL GOVERNMENT”**

2.4 The envelope shall be addressed to: -

**The Named Procurement Officer,
Ministry of Rural Development & Local Government,
Kent House,
Long Circular Road, Maraval**

In case of any discrepancy between the copies of the tender, the original will govern. The original and copies of the tender must be prepared in indelible ink and must be signed by the authorized representative of the Tenderer.

3. INCOME TAX AND VALUE ADDED TAX (V.A.T.) / NATIONAL INSURANCE (APPLICABLE TO LOCAL FIRMS ONLY)

3.1 Tenders must be accompanied by valid: -

- a. Income Tax and Value Added Tax Clearance Certificates issued by the Board of Inland Revenue and dated not more than six (6) months prior to the closing date of the tender;
- b. Certificate of Compliance issued in accordance with the National Insurance Act from the National Insurance Board.

NB: The Value Added Tax must be shown below the tender price;

3.2 Prospective Tenderers are advised to note that:

- i Where a person or firm imports goods that are exempted from the payments of Customs Duty under item 20 of the 2nd Schedule of the Customs Ordinance, Value Added Tax shall not be charged upon the entry of the goods so imported, or taken out of bond by or on behalf of the Central Government for its own use. However, where there is a local input e.g. labour cost, the Value Added Tax on this input should be quoted separately; and
- ii The treatment of Value Added Tax on the supply of goods ex-stock as well as services in Trinidad and Tobago to Central Government will remain the same, subject to rate of tax appropriate to such supplies.

4 PERFORMANCE BOND

The successful Tenderer will be required to:

- i Provide a Performance Bond of ten percent (10%) of the value of the contract within fourteen (14) days of the notification of the award as a guarantee for the proper performance of the contract. This Performance Bond will be released on the satisfactory completion of the contract; and
- ii Enter into an Agreement with the Permanent Secretary of the Ministry of Rural Development and Local Government. (A Specimen of the Agreement is attached).

5. AMENDMENT OF TENDER DOCUMENTS

5.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by the issuance of an Addendum.

5.2 The Addendum will be sent in writing or by letter or facsimile to all prospective Tenders who have been issued the tender documents and will be binding upon them. Prospective Tenderers shall promptly acknowledge receipt thereof by letter or facsimile to the Employer.

5.3 In order to afford prospective Tenderer reasonable time in which to take an Addendum into account on preparing their bids, the Tenders Committee may, at his/her discretion, extend the deadline for the submission of bids.

6. COST OF BIDDING

The Tenderer shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for these costs regardless of the conduct or outcome of the tendering.

7. CONTENT OF TENDER DOCUMENTS

The set of tender documents issued for the purpose of soliciting tenderers includes: -

- Tender Notice
- Instructions to Tenderers
- Conditions of Contract
- Draft Performance Bond
- Draft Agreement
- Form of Tender
- Specifications
- Cost Schedule

The Tenderer is expected to examine carefully all instruction, conditions, forms and terms. Failure to comply with the requirements of bid submission will be at the Tenderers own risk.

8. EVALUATION CRITERIA

Tenders will be evaluated according to the following criteria: -

Organization Structure	-	10 Points
Past Performance/Track Record/Reliability	-	30 Points
Financial Capability	-	15 Points
Adherence to Specifications	-	25 Points
Delivery Period	-	10 Points
Extent of Warranty	-	10 Points
Total	-	100 Points

Tenderers must submit adequate evidence to support each of the criterions listed above and must attain a minimum of at least 50% in each criterion with an average score of 70 % to be further considered.

9 COLLUSION

Each tenderer shall submit only one Tender. A tenderer who submits or participates in more than one (1) Tender shall cause all tenders with their participation to be disqualified.

10. PREPARATION OF TENDER

1. Tenderers are expected to examine all terms and instructions included in the tender documents. All information requested in the tender documents must be provided. Failure to do so will be at your own risk and may result in rejection of the tender.
2. During preparation of the tender, tenderers must give particular attention to the following: -
 - (i) **Proposed staff** – must have experience in works of a similar nature to the project under consideration/Training in launching of modular steel bridges (please submit C.Vs signed and dated not more than three (3) months from the closing date of the tender)
3. Tenderers must provide the following information: -
 - (ii) **Past Performance/Track Record/Reliability:** Experience of a similar nature. Provide information on past assignments indicating the nature of the contract and the contract amount. References from past Clients with respect to works/services of a similar nature.
 - (iii) **Adherence to Specifications:** Exhibit proof of ability to meet the requirements of the specification.
 - (iv) **Organization Structure:** A description of the Supplier's organization and an Organization Chart detailed with names and designations.
 - (v) **Delivery Period:** A Gantt Chart/Bar Chart identifying the major and critical activities indicating their durations and start

and **delivery dates**. A realistic delivery period must be provided

4. Each tenderer is also required to submit the following: -

- (a) A statement advising whether there are any litigation affecting completion/ operation of any project pending against the proponent and if there is such litigation, name(s) of court (s), and incumbents (s).
- (b) A statement advising whether or not the proponent and/or any Joint Venture participants or any of their principals, officers, or directors have been involved in any bankruptcy proceeding in the past seven (7) years.
- (c) Audited Financial Statements for the past two (2) years by an independent chartered accountant.
- (d) Information attesting to the financial ability of the tenderer. Each tenderer is required to submit definite proof of: -
 - (i) Their ability to fund the Performance Bond (10% of their sum tendered) should they be awarded the contract.
 - (ii) Their ability to fund the project.

This may take the form of a letter from a recognized financial institution/bank indicating their willingness to lend this amount of money to the tenderer should they be awarded the tender.

- (e) A warranty period and certificate from the authorized manufacturers/dealers.

11. CLARIFICATIONS

Tenderers requiring a clarification of the tender documents must notify the Employer in writing, or facsimile. All queries should be referred to the: -

**Technical Officer
Ministry of Rural Development and Local Government
Telephone No.: 622-1979 Ext. 3801**

Requests for clarification shall be raised not later than 12:00 noon five (5) days before the deadline for submission of tenders to permit the circularizing of the replies to all tenderers, but without identifying the source.

Such answers as are necessary shall be given as a matter of assistance to the tenderer but that shall not be construed as adding to, or taking away from, or otherwise altering the meaning and intent of the Tender, and/or the Tenderers' obligations there under which can be varied only by letter signed by the Permanent Secretary, Ministry of Rural Development and Local Government.

12. DEADLINE FOR SUBMISSION OF TENDERS

Bids shall be delivered at the address specified not later than the time and date specified in the Tender Notice.

13. LATE TENDERS

Any Tender received after the deadline prescribed in the Tender Document will be rejected and returned to the Tenderer.

14. MODIFICATION AND WITHDRAWAL OF TENDER

The Tender may NOT modify or withdraw his Tender after the Tender Submission.

15. TENDER VALIDITY

Tenderers must provide in their tender an assurance that prices will remain valid for an initial minimum period of ninety (90) days from the closing date of tender or as stated otherwise.

In exceptional circumstances, prior, to expiry of the original offer validity period, the Employer may request the tenderer for a specified extension in the period of validity. The request and response thereto shall be made in writing.

16. ACCEPTANCE

- 16.1 The Tenders Committee reserves the right to reject any or all Tenders, without limiting the generality of the foregoing, a Tender will be summarily rejected if it is incomplete; obscure or irregular; if it has erasures or corrections in the Form of Tender or if it has unit rates that are obviously unbalanced.
- 16.2 The Tenders Committee reserves the right to reject any Tender which does not provide satisfactory evidence that the Tenderer has technical, physical and financial resources to complete the works within the specific contract period.
- 16.3 The Tenders Committee reserves the right to accept or reject any Tender, and to annul the Tendering process and reject Tenders at any time prior to Award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.
- 16.4 The Tenders Committee may declare the Tendering void when none of the Tenders meet the intent of the Specifications.
- 16.5 The Tenders Committee does not bind itself to accept the lowest or any offer or to Reimburse Tenderers for any expenses incurred in tendering.

17. PAYMENT

(a) 100% after successful completion of contract after submission of an invoice or request for payment and acceptance by the Purchaser after contract has been properly executed.

(b) The payment shall be made to the contractor under this contract in Trinidad and Tobago dollars (TT\$).

18. FORCE MAJEURE

The Contractor shall not be liable for forfeiture of its Performance Deposit, liquidated Damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor. Such events may include, but not be limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonable practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

19. CANCELLATION

The Ministry of Rural Development and Local Government reserves the right to cancel the Bidding process in its entirety or even partially without defraying any costs incurred by a firm.

The Tenders Committee may reject any offer that does not comply with any of the requirements listed above.

CONDITIONS OF CONTRACTS

Supply and Delivery of Two (2) Modular Steel Bridges for the Ministry of Rural Development and Local Government

- 1.1 In this contract, the following terms shall be interpreted as indicated:
- (a) “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) “The Contract Price” means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligations.
 - (c) “The Goods” means the equipment, which the Supplier is required to supply, deliver to the Purchaser under the contract.
 - (d) “The Services” means those services ancillary to the supply, delivery of the Goods, such as transportation and any other incidental services, such as installation, provision of technical assistance, and other such obligations of the Supplier covered under the contract.
 - (e) “The Purchaser” means the Permanent Secretary, Ministry of Rural Development and Local Government or his/her authorized agent. The Contractor shall at all times carry out the directions/instructions of the Permanent Secretary, Ministry of Rural Development and Local Government or his/her authorizing agent.
 - (f) “The Supplier” means the individual or firm supplying the goods and services under this contract.
 - (g) “The Project Site”, where applicable, means the place or places named in the Tender Documents for the delivery of the equipment.
 - (h) “Day” means calendar day.
- 2.1 These conditions shall apply to the extent that they are not superseded by provisions of other parts of the contract.
- 3.1 The Goods supplied under this contract shall conform to the standards mentioned in the technical specifications, and where no applicable standard is mentioned to the authoritative standards appropriate to the Good’s country of origin. Such standards shall be the latest issued by the concerned institution.

- 4.1 The supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidences and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any documents or information mentioned in the clause above, except for purposes of performing the Contract.
- 4.3 Any document, other than the contract itself, enumerated in Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the contract if so required by the Purchaser.
- 5.1 The Supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Trinidad and Tobago.
- 6.1 A security of 2% of the contract price shall be retained after delivery, acceptance of Goods to cover any warranty obligation and shall be returned on completion of warranty period.
- 7.1 The Purchaser or his representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract specifications and shall specify what inspections and tests are required and where they are to be conducted at no extra cost to the Purchaser. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 7.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery. If conducted on the premises of the supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 7.3 Should any inspected or tested goods fail to conform to the specifications, the Purchaser may reject the goods, and the Supplier shall either replace the rejected Goods or make alternations necessary to meet specification requirements, free of cost to the purchaser.
- 7.4 The Purchaser's right to inspect, test and where necessary, reject the Goods after the goods' arrival in the stated destination shall in no way be limited or

waived by reason of the Goods having previously been inspected, tested, and passed by the Supplier or its representative prior to the Goods arrival at the final destination.

- 8.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit, and open storage. Packing case, size and weights shall take into consideration, where appropriate, the remoteness of the goods final destination and the absence of heavy handling facilities at all points in transit.
- 9.1 The supplier would be required to arrange for delivery of the equipment to the location specified by the Permanent Secretary, Ministry of Rural Development and Local Government within a maximum period of sixty (60) days. Before delivery, the Supplier shall provide the Permanent Secretary with:
- (a) Copies of the suppliers invoice showing goods description, quantity, unit price and total amount.
 - (b) Delivery note
 - (c) Manufacturer's or Suppliers Warranty Certificate

The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

- 9.2 If at any time during performance of the contract, the supplier should encounter conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at his discretion extend the Supplier's time for delivery, in which case the extension shall be ratified by the parties by amendment of Contract.
- 9.3 If the Supplier fails to deliver any or all of the goods within the period(s) specified on the contract, the Purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages, 0.5% of the delivered price of the delayed goods or unperformed services for each week or part thereof of the delay until actual delivery up to a maximum deduction of 5% of the contract price. Once the maximum is reached the Purchaser may consider termination of the contract.

- 9.4 The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate his Contract in whole or in part:
- (a) If the Supplier fails to deliver any or all of the goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser;
 - (b) If the Supplier fails to perform any other Obligation (s) under the Contract.
- 9.5 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods for Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- 10.1 Bankruptcy – In the event of a Supplier becoming bankrupt or instituting proceeding for liquidation of his affairs, or arrangement or composition with his creditors during the currency of the contract, the contract shall be terminated, immediately.
- 11.1 The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) Such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this selection shall not relieve the Supplier of any warranty obligations under the Contract; and
 - (b) In the event of termination of production of the spare parts:
 - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 12.1 The Supplier warrants that the goods supplied under the Contract are new, unused, of the most recent of current models, and that they incorporate all recent improvements in design and materials unless provided for otherwise in the Contract. The Supplier further warrants that provided for otherwise in

the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied Goods in the prevailing conditions at the named destinations or project sites.

- 12.2 This warranty shall remain valid for one year after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.
- 12.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 12.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser. Such replacement or repairs shall be subject to the approval of the Permanent Secretary, Ministry of Rural Development and Local Government.
- 12.5 If the Supplier, having been notified, fails to remedy the defect(s) within 3 months, the Purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense, and without prejudice to any other rights, which the Purchaser may have against the supplier under the Contract.
- 13.1 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted, and upon fulfillment of other obligations stipulated in the contract.
- 14.1 Prices charged by the Supplier for Goods delivered and services performed under the Contract shall not vary from the prices quoted by the supplier in its bid, with the exception of any price adjustments in the Purchaser's request for bid validity extension, as the case may be.
- 15.1 The Supplier shall not transfer, or assign directly or indirectly to any person or persons whatsoever, any part of the contract without prior approval in writing, of the Central Tenders Board.
- 16.1 The Purchaser and the Supplier shall make every effort to resolve amicably or by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 17.1 The language is English.

- 18.1 The contract shall be interpreted in accordance with the laws of Trinidad and Tobago.
- 19.1 Any notice given by one party to the other pursuant to this Contract shall be sent in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified.
- 20.1 A local Supplier shall be entirely responsible for all taxes, stamp duties, license fees, etc. incurred until delivery of the contracted Goods to the Purchaser.

DRAFT
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, (**state name of contractor**) of (**state address**) a Company duly continued under The Companies Act of 1995 and having its registered office at (**state address**) (hereinafter referred to as “the Contractor”) of the One Part and (**name of Surety**) of Surety of (**state address**). (**If a Company recites as above**) (hereinafter called “the Surety”) of the Other Part are held and firmly bound unto the Republic of Trinidad and Tobago (hereinafter referred to as “the State”) in the sum of

_____ DOLLARS (TT\$ _____) to be paid to the State which payment well and truly be made we bind ourselves and each of us and our successors and assigns jointly and severally by these presents.

SEALED with our respective Seals (if Companies are involved)

SIGNED etc. (if an individual)

Dated this _____ day of _____ 2024.

WHEREAS by an Agreement hereto annexed and marked “A” bearing dated the _____ day of _____ 2024 are made between (state name of Contracting Authority) (hereinafter referred to as “The Contracting Authority”) of the One Part and the Contractor of the Other Part (hereinafter referred to as the Agreement) the Contractor contracted with the Employer to execute and perform the works mentioned as the (**list as indicated in letter of award**) (hereinafter referred to as “the Project”) in conformity with the provisions of the said contract.

AND WHEREAS it is intended that these present should be construed as on with the said contract.

AND WHEREAS the Surety had agreed to become Surety for the due observance and performance by the Contractor of all and several of the conditions matters and things under the said contract to be by them observed performed and done.

NOW THE CONDITION of the above-written Bond is such that if the Contractor shall duly perform and observe all the terms provision, conditions and stipulations of the said contract on the Contractor's part to be performed and observed according to the true purport, intent and meaning, thereof or if on default by the Contractor the Surety shall satisfy and discharge the damages sustained by the Contracting Authority thereby up to the amount of the above-written bond then this obligation shall be null and void but otherwise the same shall be and remain in full force and effect and no alteration in terms of the said contract made by agreement between the Contracting Authority and the Contractor in the extent or nature of the Project to be constructed and completed thereunder and no allowance of time by the Contracting authority or the Contracting Authority's representatives including any increase in the contract sum shall in any way release the Surety from any liability under the above- written Bond

**The Contractor signs by this Attestation
Clause, if the Contractor is a Company**

The COMMON SEAL)

(State the name of the company)

hereto affixed by)

its Secretary in the presence of)

One of the Managing Directors)

Who signed the same in)

Accordance with the By-Laws)
In the presence of:)

**(If the Contractor is not a Company
They sign as follows)**

SIGNED, SEALED AND DELIVERED)
By the within-named)

In the presence of)

(The Surety then signs as follows)

hereto affixed by)
its Secretary in the presence of)

One of the Managing Directors)
Who signed the same in)
Accordance with the By-Laws)
In the presence of:)

DRAFT
FORM OF AGREEMENT

TRINIDAD AND TOBAGO

THIS AGREEMENT made this _____ day of _____ in the Year Two Thousand and Twenty Four between Ministry of Rural Development and Local Government (hereafter called the Employer”) of the One Part and (name of contractor) having its office at (state address) (hereinafter called ‘Contractor’) of the Other Part.

WHEREAS the Employer is desirous that the Contractor execute **THE SUPPLY AND DELIVERY OF TWO (2) MODULAR STEEL BRIDGES TO THE MINISTRY OF RURAL DEVELOPMENT AND LOCAL GOVERNMENT** and has accepted a Tender by the Contractor for the execution completion and maintenance of such works.

AND WHEREAS Contractor was invited to tender for the performance and completion of the works by invitation to tender dated the _____ day of _____ 2024.

_____ a company duly continued under the Company Act 1995 and having its registered office at _____ in the sum of _____ Dollars (\$)) being ten percent (10%) of the contract sum.

AND WHEREAS by a letter dated the _____ day of _____ 2024 the Contractor was informed that the Tenders Committee had accepted its tender to

perform and complete the works and I have been awarded a contract in the sum ofDOLLARS (\$)) or such other sum as may be payable in accordance with the terms and conditions of the contract.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement:

- (a) *Tender Notice*
- (b) *Tender Documents*
- (c) *The Addenda, if issued*
- (d) *The Tender*
- (e) *The letter of Award of Contract*

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute, complete and maintain the project in conformity in all respects with the provisions of the Contract. It is agreed that the project to be formed under this contract shall be commenced on and shall be completed onduly maintaining a reasonable rate of progress.

The Employer hereby covenants to pay to the Contractor in consideration of the satisfactory execution, completion and maintenance of project, based on unit prices as stated in the tender herein enclosed, all as provided in the said Tender and other Contract Documents, the sum of

..... (TT\$) Trinidad and Tobago Dollars in the manner prescribed by the Contract.

- 4. The Contractor for itself and its assigns and the Employer (but not so as to impose any personal liability on the Permanent Secretary, Ministry of Rural Development and Local Government.
5. Mutually covenant that they will respectively perform and observe the several provisions of the contract to be performed and observed by them respectively under this Agreement.

IN WITNESS WHEREOF Permanent Secretary, Ministry of Rural Development and Local Government or his/her representative for and on behalf of the Government of the Republic of Trinidad and Tobago has hereunto set his/her hand the day of 2024.

SIGNED by the within-named)

.....
(Name in Block letters))

Permanent Secretary or his/her)
Representative for and on behalf of the)
Government of the Republic of)
Trinidad and Tobago)
in the presence of)

THE COMMON SEAL OF)

)

Hereto affixed by)

.....

(Name in Block letters))

Its Secretary in the)

presence of)

)

.....

(Name in Block letters))

One of its Managing Directors)

who signed same in accordance)

with its By-Laws in the)

presence of)

FORM OF TENDER

TENDER FOR THE SUPPLY AND DELIVERY OF TWO (2) MODULAR STEEL BRIDGES FOR THE MINISTRY OF RURAL DEVELOPMENT AND LOCAL GOVERNMENT

The Named Procurement Officer
Ministry of Rural Development and Local Government
Kent House
Long Circular Road
Maraval

Sir/Madam,

I/We

having examined the documents, do hereby offer to supply and deliver three (3) modular steel bridges to the Ministry of Rural Development and Local Government at a cost of _____

_____ (TT\$_____)

plus Value Added Tax of _____

(TT\$_____)

I/We undertake in the event of the acceptance of the tender to pay within fourteen (14) days of the date of the letter of award a Performance Deposit of ten percent (10%) of the value of the contract or alternatively provide a Bond in the same amount as a guarantee for the proper performance of the contract.

I/We agree that upon Execution of the Bond and signing of the formal Agreement a binding contract will exist between the Permanent Secretary, Ministry of Rural Development and Local Government and myself/us.

I/We agree to supply and deliver within _____ days or within such extended period as may be approved by the Ministry of Rural Development and Local Government.

I/We agree to abide to the prices quoted in this Tender for a period of ninety (90) days from the closing day of receipt of tenders.

I/We understand that you are not bound to accept the lowest or any other tender.

Signature of Tenderer

Name of Firm

Name of Signatory in BLOCK LETTERS

in capacity of _____
(Position held)

Address of Firm

Date of Tender: _____

Telephone No: _____

Phone / Fax: _____

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SPECIFICATIONS

SPECIFICATIONS FOR SUPPLY AND DELIVERY OF A SIXTY (60) FEET MODULAR STEEL BRIDGE WITH PEDESTRIAN FOOTPATH

Contents:

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A. DESIGN REQUIREMENTS

1. The bridge shall comprise longitudinal trusses formed of steel panels in modular lengths of 3.048 m (10 feet) pinned end to end in the top and bottom chords, in single storey construction. The bridging system shall be capable of constructing simply supported bridge spans of 30m (100 feet).
2. Rolled channel sections shall be used for the upper/lower chords and the verticals/diagonals of the panels. No more than two different types are used they shall be easily visually identifiable from each other.
3. The capacity of the bridge trusses shall be increased as necessary by the attachment of reinforcing components to the prefabricated modular panels. The attachment of reinforcing components to the prefabricated modular panels. The attachment of such reinforcing components and all bracing components shall be by bolts. These bolts may vary in length to suit the particular joints however they shall all be of the same diameter.
4. Transverse girders shall span between trusses and support a single lane, rolled steel deck roadway with an inside curb-to-curb width of 3.150m. The transverse girders shall be either rolled steel "I" section beams of fabricated plate girders.
5. Each transverse girder shall be restrained against overturning, not only by its connection to the trusses by additionally by bracing adjacent girders together at no less than one position centrally between the trusses. Rolled channel sections shall be used for the horizontal sway braces. Vertical bracing and rakers shall be rolled angle sections.
6. Each deck unit shall comprise a steel deck plate, minimum thickness of 4mm, with a raised anti-skid wearing surface or equivalent and with factory applied anti-skid deck (bonded aggregate), and welded to the longitudinal stringers. The deck units shall be capable of being attached to the transverse girders from above.

7. The bridge shall be designed in accordance with AASHTO (American Association of State Highway and Transportation Officials) Standard Specifications for Highway and Transportation Officials) Standard Specifications for Highway Bridges, Seventeen Edition 2002 and interim Specifications. In so doing the design shall cater for HS25-44 live loading or lane loading whichever is greater, including the effect of dynamic impact. Wind loads for Group II and Group V loadings shall be utilized. Bridges shall be designed to sustain a minimum of 100,000 cycles of AASHTO HS25-44 truck loading.
8. Design calculations and drawings shall be provided with the tender. These calculations and drawings must be certified by the manufacturer and bear the signature and stamp / seal of the tenderer.
9. Shop drawings shall be unique drawings prepared to illustrate the work to be done. The manufacturer's standard drawings requiring only filling in a blank space shall not be acceptable. All relative design information such as bridge reactions, live load capabilities and general notes shall be clearly identified on the drawings.
10. A full component list shall be supplied for all bays in each bridge, describing each bridge component and any identification part number, and the quantity of the component supplied.

B. MATERIAL SPECIFICATIONS

Materials shall meet or exceed the following

1. Truss panels chords, reinforcing chords, transverse girders – EN10025:2004 Grade S460N or AASHTO M223 Grade 65, or equivalent.
Minimum yield strength – 448 N/mm²; Ultimate Tensile Strength (551/690 N/ mm²)
2. Panel verticals/diagonals, rakers, sway braces, deck stringers and deck plate – EN 10025:2004 Grade S355 or AASHTO M223 Grade 50, or equivalent.
Minimum yield strength – 345 N/ / mm² ; Ultimate Tensile Strength (483/620 N/ mm²)
3. All other bridge elements – EN 10025:2004 Grade S275 or AASHTO M183 Grade 36; or equivalent.
Minimum yield strength – 248 N/ mm², Ultimate Tensile Strength – (434/517 N/ mm²)
4. Panel connecting pins – BS 10095:1999 grade 709M40 or ASTM A193 Grade B7; minimum Ultimate Tensile Strength – 862 N/ mm²
5. Bolts and nuts shall be in accordance with BS 3692 ISO metric bolts or AASHTO M164 (ASTM A325)

C. MANUFACTURING REQUIREMENTS

1. All bridge components shall be manufactured so that they are fully interchangeable with all other components of the same type. All bridge components shall be capable of being dismantled for return to stock or site relocation.
2. All bridge components shall be of new manufacture by a fabricator accredited with ISO 9001, or by a fabricator accredited under the American Institute of Steel Construction (AISC) quality certification program or other equivalent, internationally recognized, quality guarantee qualifications.
3. All welding shall be in accordance with EN 1011 (Welding) and EN729 (Quality Requirements for Welding); or AASHTO / American Welding Society (AWS) D1.1 and D1.5 (Bridge Welding Codes) or equivalent.
4. The manufacturer shall allow access to the fabrication works for inspection of materials and workmanship by the Client or his representative.
5. Mill certificates shall be provided as required to provide confirmation of steel quality. The Client shall be able to take random samples and have these tested for verification of conformity with material specification.
6. All structural components shall be hot-dipped galvanized to BS EN ISO 14713:1999 (Protection against Corrosion of iron and steel) and BS EN 1461: 1999 (Hot dipped galvanized coatings on iron and steel) or AASHTO M111 (ASTM A123) or equivalent.
7. All bolts and nuts and washers shall be hot-dipped spun- galvanized to BS EN ISO 14713:1999 (Protection against corrosion of iron and steel) and BS EN 1461: 1999 (Hot dipped galvanized coatings on iron and steel) or AASHTO M111 (ASTM A123) or equivalent.
8. All pins and clips shall be plated in accordance with BS EN 122329/12330 (Electrodeposited coatings of cadmium/zinc on iron and steel) or ASTM B 766/B633.

D. INSTALLATION

1. The bridge shall be capable of being installed through cantilever launching across the gap to be bridged without the use of any temporary intermediate supports.
2. Individual bridge components shall be capable of being lifted and carried by hand, using appropriate tools where necessary.
3. **There shall be no on-site welding.** Pins and bolts that can be easily installed using simple hand tools shall be used for all connections to be undertaken on site. There shall be no connection that utilize high strength friction bolts or similar connectors that require pneumatic or electric powered equipment or any other specialist tools for their installation.
4. The awarded contractor shall supply all essential hand tools required for the erection of the bridge.
5. The bridge shall also have the flexibility of being able to be launched as spans of shorter lengths (10ft, 20ft, 30ft, 40ft, 50ft). Additional components to allow for this should be accounted for in the Bill of Quantities.

E. MANUALS

1. Two (2) copies each of the manual pertaining to the design information, erection and launching etc. for the modular bridge and for the sidewalk (if any) shall be supplied.

F. DELIVERY

1. Delivery of all the bridge components shall be provided by the awarded contractor and shall be transported and placed at the Ministry of Rural Development and Local Government compound at Macoya.
2. The awarded contractor shall be responsible for off-loading and securing all the bridge components from the trucks at the time of delivery. The awarded contractor shall notify the Technical Officer of the Ministry of Rural Development and Local Government at least 48 hours in advance of the expected time of delivery of the bridge components.

COST SCHEDULE

THE SUPPLY AND DELIVERY OF TWO (2) MODULAR STEEL BRIDGES
FOR THE MINISTRY OF RURAL DEVELOPMENT AND LOCAL
GOVERNMENT

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL COST
1	Supply and Delivery of a complete Modular Steel Bridge of length 60 feet with a pedestrian footpath for the full length attached on one side of the Modular Steel Bridge as per specifications attached	2	No.		
2	Launching Equipment and Toolbox Set	2	No.		
	SUBTOTAL				
	VALUE ADDED TAX (vat) 12.5%				
	TOTAL				

TOTAL IN WORDS _____

_____ PLUS VAT of _____

Delivery Period _____ Weeks/Days

Signature of Tenderer

Name of Firm

Name of Signatory in BLOCK LETTERS

in capacity of _____
(Position held)

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Date: _____