

**NEW DEMERARA RIVER BRIDGE  
REQUEST FOR PREQUALIFICATION**

## **1.0 Instructions to Applicants**

### **1.1 Introduction**

- a) Government of Guyana, “the Employer”, wishes to engage a Contractor to design, construct and maintain, for a specified period, a new bridge over the Demerara River in Guyana, spanning from Houston to Versailles, as well the approach roads (“the Project”).
- b) Firms wishing to be considered for inclusion on the tender list for these Works (“Applicants”) are required to complete all sections of this document, in accordance with these instructions.
- c) The purpose of this pre-qualification is to enable the Employer to shortlist Applicants who have the experience, capability and resources to undertake the Works.
- d) The Employer intends to shortlist a maximum of three (3) companies

### **1.2 Scope of the Contract**

The scope of the Contract comprises of design, construction and maintenance of the Works (for 10 years after expiry of the Defects Liability Period). Financing (or a part thereof) by the Contractor may be added to the Contract. The operation of the bridge will be performed by the Employer.

The Employer will encourage BOOT (Built, Own, Operate and transfer) or DBFM (Design, Built, Finance and Maintain) or similar proposals as this may provide a more attractive proposition for the Employer .

### **1.3 Scope of the Works**

The bridge will be a fixed three (3) lane structure spanning 1500m and consisting of a movable section. The approach roads on either side of the bridge (total length approximately 600m) are also included in the Works.

The following documents are attached to this document:

1. The Final Report of the Feasibility Study without the annexes.
2. Site investigations report
3. Indicative Employers requirements including basic design drawings

### **Background of the Project.**

#### **A: Road Traffic**

This bridge will replace the existing floating Demerara Harbour Bridge which will be demolished by the Employer after the commissioning of the new bridge. This aging infrastructure has outlived its service life and consumes a high annual maintenance cost hence the need for replacement. In addition, capacity increase is a requirement to mitigate the daily traffic congestion.

The bridge provides a critical link between west and east banks of the river (Regions 3 and 4) and is the only connection except for the bridge in Linden 100 km south of the existing bridge. Apart from long haul traffic, commuter traffic generated by people who live on the west bank and travel to the east bank and the city for work and to access essential services, accounts for most of the traffic

volume. Consequently, there is a large directional imbalance in traffic flows between the east and west banks of the river during the day.

The bridge and the approach roads (WBD road and EBD road north of the bridge) are congested due to high peak period traffic volume and limited capacity aggravated by long opening times of the retractable span of the bridge to allow the passage of marine traffic, and the double lane system which introduces bottle necks on the EBD road. The new bridge is expected to significantly relieve the peak hour traffic congestion on the EBD and WBD public roads.

The new bridge, a three lane fixed bridge with a movable section, will offer greater capacity through the third lane which will be reversible and controlled by overhead signs.

## **B: Marine Traffic**

The river is a maritime fairway to Linden and the oil and fish terminals upstream of the bridge. The elevation of the fixed part of the bridge should be sufficiently high to allow passage of small vessels such as trawlers without the need for opening. The movable section shall be opened exclusively for the larger vessels such as Ocean Going Vessels (aircraft up to 42 m). Such vessels will transit the bridge with a frequency of about 700 times per year. An efficient retraction system is essential for minimizing the effect on road traffic and vessels. The system shall be very reliable as failure of opening or closure will have major economic and social impacts.

During construction marine traffic shall be able to pass the bridge under construction under all circumstances (specific short periods exempted) from both directions. As two bridges have to be traversed (i.e. the existing and replacement bridges), specific procedures during construction will be required.

## **C: River Hydraulics**

The river has a tidal range of about 2,5 m. The guaranteed water depth for marine traffic at low tide is about 3,5 m. Currents ranging up to about 1,5 m/s at ebb tide and about 1,0 m/s at flood tide. Main flooding risk is from the sea, the fresh water flux does not play a major role in the river hydraulics as the section is sea dominated.

The river bottom is soft sediment. Anchoring as well as temporary foundations (jack ups) do require precautions. On the western shores mangrove areas are present which are protected as nature reserve. Construction methods shall minimize the impact to the mangrove as well as allow regeneration.

## **D: Geotechnical**

The coastal plain of Guyana consists of clays deposited by the coastal regime. The clay is transported from the Amazon River by the coastal flow and deposits along Guyana's coastline.

Initial geological investigations and preliminary results from the Cone Penetrometer Test (CPT) have revealed that up to a depth of 25m, only soft clays are found with increasing strength with depth. This soft clay stratum is variably underlain by a stiffer clay formation occurring at varying levels below ground surface. It is expected that bearing piles in excess of 50m long will be required for transferring the load from the structure to this firm stratum.

Conduct of a detailed geotechnical investigation as input in the design has been identified on the schedule critical path for the Project. A detailed geotechnical investigation will be commissioned during the tendering stage.

Pre-qualified bidders will be invited to comment on the Terms of Reference of the geotechnical investigation and will also be invited to witness the execution of the borings, and inspect the bore logs and samples in order to form an opinion on the sub soil. By submitting their offer, the Contractor will assume responsibility for ensuring that the designs take full account of sub soil characteristics.

## 1.4 Indicative Schedule

The anticipated dates for the procurement and construction phases of the Project are set forth in the invitation letter.

## 1.5 Type of Contract

- a) The contract will be based on the FIDIC Conditions of Contract for Plant and Design-Build, first edition, 1999 (the Yellow Book), supplemented by suitable particular conditions.
- b) In case of BOOT or DBFM the contract will be based on the FIDIC Conditions of Contract for Design, Build and Operate Projects, first edition 2008 (the Gold Book).
- c) The contract will be lump sum.

## 1.6 Financing

The Employer through a Special Purpose Company (SPC) will arrange for funding, realization and operations of the bridge. The bridge will be a toll bridge similar to the existing bridge. GoG wishes to have the Project realised through private funding as much as possible, but understands that support and guarantees from the Government are required.

It is understood that toll increase is needed to finance the project, however there is a limit to increase for reasons of willingness to pay and affordability to pay for the traffic improvements. It is recognised that a GoG annual contribution to the project will be needed to keep the toll rates affordable.

The Government of Guyana is planning to structure the funding by a stated owned SPC, issuing bonds and shares on the local and regional market. There is enough liquidity in the market but with a relative short repayment periods and high interest rates. In order to improve the funding package, prospective bidders are requested to advance proposals to improve the funding of the project .

Offers of (partial) funding from Applicants will be considered favourably by the Employer, if the terms of the funding are sufficiently attractive. Such funding may be equity participation and/or support of the Project Finance by providing long term loans combining low interest and pre-financing of initial construction cost.

Applicants may also propose BOOT, DBFM or similar if this results in less impact to the GoG financial obligations and guarantees assuming similar toll rate structures.

## 1.7 Submission of Application

- a) Applications shall comprise:
  - A completed letter of application, per the wording attached, on the Applicant's letterhead.
  - Completed and signed Forms 1 to 8.
  - Audited financial statements for the past three (3) years
  - Name, title and contact details of bank(s)
  - Joint venture agreement (if applicable)

- b) One (1) original, two (2) printed copies and one (1) electronic copy of the Application shall be submitted in sealed envelopes. The hard copies shall be clearly marked "Original" and "Copy" accordingly. In the event of any discrepancy, the "Original" of the document shall prevail. The Application must be delivered either by hand or by registered mail, to the address and not later than the time stated in the Invitation Letter, clearly marked "Application to Prequalify for New Demerara River Crossing". The Employer reserves the right to accept or reject late Applications.
- c) The name and mailing address of the Applicant must be clearly marked on the envelope.
- d) All the information submitted for prequalification shall be provided in English language.
- e) All requested information must be supplied (except joint venture data if the Applicant is a single entity). Failure to provide information that is essential to evaluating the Applicant's qualifications, or to provide timely clarification or substantiation of the information supplied, may result in disqualification of the Applicant.
- f) Applicant may submit questions for further clarification the latest 3 weeks before the submission date. Latest response will be 2 weeks before submission date
- g) The Applicant shall bear all costs associated with the preparation and submission of its application for prequalification.
- h) In the case of applications submitted by Joint-Ventures, each Joint-Venture partner must complete Forms 1 to 8 and supply all requested information and documents, and each must be pre-qualified in order for the Applicant to be considered for pre-qualification.
- i) In the case where the applicant is a subsidiary of a company and includes the qualifying information of the parent company in its submission, a letter of commitment from that parent company indicating that it will issue a guarantee in the event that the Applicant is invited to tender must be included in the submissions.

## **1.8 Qualification Criteria**

- a) The Employer will determine the eligibility of each Applicant to be invited to tender for the Works, based on an assessment of each aspect of the Applicant's pre-qualification submission.
- b) As a minimum, successful Applicants must have core expertise and recent experience in undertaking projects similar to the proposed Works. Applicants who are able to demonstrate relevant experience in the Caribbean, Latin America or South America will be awarded points for experience in the region.
- c) Applicants will be advised in writing of the outcome of their application. The Employer's decision will be final and the Employer will be under no obligation to give reasons for its decision.

## 1.9 General

- a) Only Applicants that have been prequalified under this procedure will be invited to tender for the Works. Each Applicant (whether an individual company or a member of a joint venture) may participate in only ONE application for prequalification. If an Applicant submits more than one application, singly or in joint venture, all applications will be rejected.
- b) The Employer reserves the right to:
- (i) amend the scope and value of the Works to be tendered, in which event the Works will be tendered only among those prequalified tenderers that meet the requirements of the Terms of Reference as amended;
  - (ii) reject or accept any application; and
  - (iii) cancel the prequalification process and reject all applications.
- c) The Employer will treat as confidential all information submitted by Applicants in the Prequalification Questionnaire.
- d) The information in this document is preliminary and will be superseded by the information provided to Tenderers in the Tender Documents. The information provided is offered in good faith for the guidance of Applicants, but no warranty or representation is given as to the accuracy or completeness of any of it and the Employer and its advisors shall not be under any liability for any error, mis-statement or omission.

## 1.10 Evaluation Procedure for Pre-Qualification Submissions

The intention is to evaluate the submitted Pre-Qualification Questionnaires and shortlist a maximum of three (3) contractors. Applications which are not responsive or sufficiently complete shall be rejected before evaluation. The evaluation procedure of the eligible Applicants will be based on the criteria set out in the table below:

	Main Criterion	Sub Criterion	Points
A	Background of the Company		10
		Company description	2
		Financial strength	6
		Bank references	2
B	Relevant Experience		25
		Project references bridges	10
		Project references marine or river projects	10
		Project references BOOT projects	3
		Project references Caribbean, Latin America or South America	2

C	Risk Analysis		10
		Quality of risk analysis	4
		Proposed split of responsibilities	4
		Management of risks	2
D	Design and Execution		10
		Technical solutions	3
		Constructability	3
		Impact on marine traffic	3
		Environmental impact	1
E	Cost, funding, local involvement		40
		Cost estimation	18
		Funding options	17
		Local currency component (as a % of total cost)	5
F	Organization Structure		3
G	Other Commitments		2
			100

## 2.0 Non Disclosure Agreement

**THIS AGREEMENT** is made on ....., between the Ministry of Public Infrastructure, Guyana, (the "Client"); and....., (the "Contractor"), collectively referred to as the "Parties".

### RECITALS

- A. The Client has invited parties for Pre-Qualification as Design&Built contractor for the New Demerara River Bridge to be built south of Georgetown at the location of Houston – Versailles
- B. The Contractor is keen to apply for shortlisting and is requesting to receive the attachments of the Pre-Qualification Document
- C. The Contractor understands the Information contained in the Attachments is confidential and hereinafter referred to as "Proprietary Information" of the Client.

### DEFINITION

- A. For purposes of this Agreement, "Proprietary Information" shall include all information or material that has or could have commercial value or other utility in the business in which the Client is engaged, including and not limited to political parties or other interest group competing with the Client.

### OPERATIVE PROVISIONS

1. In consideration of all the activities by the Contractor associated with the analysis of data, preparation of bids and negotiations, the Contractor hereby agrees: (i) to hold the Proprietary Information in strict confidence and to take all reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions he employs with respect to its own confidential materials), (ii) not to disclose any such Proprietary Information or any information derived therefrom to any third person, (iii) not to make any use whatsoever at any time of such Proprietary Information except to make the bids to the Client and (iv) not to copy or reverse engineer any such Proprietary Information. The Contractor shall ensure that its employees, agents and sub-contractors to whom Proprietary Information is disclosed or who have access to Proprietary Information sign a nondisclosure or similar agreement in content substantially similar to this Agreement, and shall indemnify the Client against the consequences of any failure by such employees, agents or sub-contractors to adhere to the conditions thereof.
2. Notwithstanding the foregoing, the Contractor may make disclosures required by law or court order provided the Contractor uses diligent reasonable efforts to limit disclosure and has allowed the Client to seek a protective order.
3. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity, nor enforceability of the remainder of this Agreement shall be affected. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party. This Agreement may not be amended for any other reason without the prior written agreement of both Parties. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof.

4. **Exclusions from Confidential Information.** The Contractor's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or (b) subsequently becomes publicly known through no fault of the Contractor.
5. **Laws Governing this Agreement.** This Agreement shall be governed by the laws of the jurisdiction of the Co-operative Republic of Guyana (the "Territory") and the parties agree to submit disputes arising out of or in connection with this Agreement to the courts in the Territory.

<b>FOR THE CLIENT:</b>	<b>FOR THE CONTRACTOR:</b>
<b>Signed by:</b> _____	<b>Signed by:</b> _____
<b>Title:</b>	<b>Title:</b>
<b>WITNESS 1:</b>	<b>WITNESS 2:</b>
Name: _____	Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

### 3.0 Letter of Application

(To be submitted on Applicant's letterhead)

The Coordinator,  
Works Services Group,  
Ministry of Public Infrastructure,  
Fort Street,  
Kingston.

Date .....

Dear Sir,

1. The undersigned hereby applies to be prequalified as a tenderer for the Design and Construction of the New Demerara River Crossing.
2. The Employer or its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this Application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by the Employer to verify statements and information provided in this Application, or with regard to the resources, experience, and competence of the Applicant.
4. We confirm that in the event we tender as a joint venture, the tender as well as any resulting contract will be:
  - (i) signed so as to legally bind all partners, jointly and severally; and
  - (ii) submitted with a joint venture agreement providing for the joint and several liabilities of all partners in the event the contract is awarded to us.
5. We confirm that all requested Forms have been completed and attached as instructed.
6. The undersigned declares that the statements made and the information provided in the Application are complete, true, and correct in every detail.

Signed	
Name	
For and on behalf of (name of Applicant or lead partner of a joint venture)	

(**)			
Signed		Signed	
Name		Name	
For and on behalf of (name of partner of joint venture)		For and on behalf of (name of partner of joint venture)	

(\*\*) *Delete second signature table if not joint venture*

Attachments: Form 1 – Company Structure

Form 2 – Financial Data

Form 3 – Risk Analysis

Form 4 – Relevant Experience

Form 5 – Design & Execution

Form 6 – Cost, Funding, Local Involvement

Form 7 – Structure

Form 8 – Other Commitments

Audited Financial Statements for past three (3) years

Name, title and contact details of bank(s)

Joint Venture Agreement (if applicable)

Letter from Parent Company (if applicable)

## 4.0 Forms 1 to 8

### Form 1 Company Structure

1.1	Full name of Applicant	
1.2	Place of Incorporation	
1.3	Date of Incorporation	
1.4	Head office address	
1.5	Principal activities of Applicant	
1.6	Names of Directors of Applicant	
1.7	Address in Guyana (if applicable)	
1.8	Name of local associate or agent in Guyana (if applicable)	
1.9	Name and place of incorporation of ultimate parent company.	
1.10	Percentage ownership of Applicant held by ultimate parent company	
1.11	Other main shareholders	
1.12	Names of Directors of ultimate parent company.	

## Form 2 Financial Data

(Show all values in USD using exchange rate of the applicable year)

### SHARE CAPITAL

2.1	Issued share capital	
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### CONSTRUCTION REVENUE

	For year ended ..... (date)	(year)	(year +1)	(year +2)
2.2	Construction revenue previous 3 years – worldwide			
2.3	Construction revenue previous 3 years – Caribbean area			

### ASSETS & LIABILITIES

	As at year ended.....(date)	(year)	(year +1)	(year +2)
2.4	Total assets			
2.5	Current assets			
2.6	Total liabilities			
2.7	Current liabilities			

### CREDIT LINES

	Bank	Expiry	Total amount	Available amount
2.8				

**ATTACHMENTS:** - Audited financial statements for past 3 years.  
- Name, title, and contact details of bank(s).

### **Form 3 Risk Analysis (maximum 5 pages)**

The Applicant is invited to prepare a pre-tender risk analysis for the Project including specific identified risks, allocation of each risk between Employer and Contractor, and proposals for risk management to mitigate the consequences for the benefit of the Employer and the Contractor. As a minimum, the Contractor shall consider risks related to subsoil strength, exposure to the river environment and marine traffic, performance of the local subcontractors, quality management, environmental impact, impact on road/marine traffic, and others considered important to deliver the Project within budget, time and at the specified quality level. Additionally, the maintenance period as well as the possible funding by the Contractor shall be considered.

### Form 4 Relevant Experience

Include details of all Contracts relevant to the Works completed in the last 10 years.

Project	Type of Work	Responsible for Design (Yes or No)	Employer (i)	Start – End Dates	Applicant's Role (ii)	Contract Price (iii)

- Notes:**
- (i) – include contact details for obtaining reference.
  - (ii) – indicate whether prime contractor, sub-contractor or joint-venture partner.
  - (iii) – state Applicant's contract price (not overall project value) in USD.
  - (iv) - provide project description sheets per project

## **Form 5 Design & Execution (maximum 10 pages)**

The Applicant shall elaborate on design of the bridge and possible measures to reduce the cost of the bridge without reducing functional requirements. He shall present the technical solutions he will adopt to construct the bridge under the conditions prescribed. Use of specific measures to manage the risks and to ensure that the required quality levels are achieved should also be detailed.

The Applicant shall also elaborate and give its views on the constructability of the Project, the equipment to be used, materials, sequences and methods to avoid hindrance to marine and road traffic and to avoid damage to the mangrove. In addition, he shall give his view on the construction site required.

Applicant may comment to the type of bridge selected and may also work out as alternative a high bridge (clearance 43,5 m, abutment coordinates similar to the basic design) if he considers that a high bridge will be interesting from investment cost point of view.

The Applicant should also provide summary details of its quality control, health, safety and environmental and ISO certifications.

## Form 6 Cost, Funding, Local Involvement (maximum 5 pages)

Applicants shall provide a non-binding cost estimate in the form below for the low bridge 3 lane project based on the information given in this RFQ and assuming execution over the period 2018 to 2020. The cost estimate shall assume exemption of VAT (also between main contractor and direct local subcontractors) and exemption of import duties. The Contractor shall indicate the percentage of the total sum that is to be paid in local currency.

		Cost per item	Subtotal	Total	
<b>Direct Works:</b>			<b>US\$</b>	<b>-</b>	
1	Substructure bridge				
2	Superstructure bridge				
3	Fender structure				
4	Movable Bridge				
5	Roadworks				
6	Mechanical and Electrical installations				
7	Buildings and related infrastructure				
8	Demolition existing bridge				
<b>Indirect works:</b>			<b>US\$</b>	<b>-</b>	
9	Mobilisation / demobilisation				
10	Design and work preparation				
11	Indirect costs fixed				
12	Indirect costs time-related				
13	Temporary Works				
<b>Overhead</b>			<b>US\$</b>	<b>-</b>	
14	<i>Company overhead</i>	% US\$	-		
15	<i>Risk</i>	% US\$	-		
16	<i>Profit</i>	% US\$	-		
<b>Total contractors cost (excl. Taxes)</b>				<b>US\$</b>	<b>-</b>

In case he considers a high bridge attractive he may provide the costs as an alternative.

He shall also provide a non-binding preliminary time schedule for the execution of the Project

The applicant may offer non-binding funding options of (part of) the Project. Should this funding option be deemed to be preferential to those presently available to the Employer, the scoring will be adjusted accordingly in the evaluation. For funding proposals, the applicant shall include an indicative term sheet setting out maximum amount of loan facility available, interest rates to be applied, duration of the loan agreement, cost and which guarantees are required. In case of equity he shall elaborate on the details including exit.

If the Applicant proposes BOOT, he shall also work out indicatively the details and provide details on the financing as well as the P&L sheet. He shall propose indicatively the guarantees and contribution from Government based on the present toll rates.

The Applicant shall indicate how to involve the local construction industry, indicating those elements of the contract sum that will be subcontracted to local contractors (where these are not subsidiaries of the main Contractor). To be considered a local contractor, a company must have been registered in Guyana for more than 5 years and shall have paid taxes over this period.

### Form 7 Structure

**Subcontractors:** summarise which sections of the Works are proposed to be sub-contracted, and indicate proposed sub-contractors.

Section of Works	Est.% of overall value	Identity of Sub-Contractor(s)	Experience working with Proposed Sub-Contractor(s)	Sub-Contractor's Experience

**Joint Ventures:** Complete the table below or state "Not Applicable".

	Name	Works for which responsible	Approx. % share
Lead Partner			
Partner			
Partner			

**Note:** - Each JV partner must complete all questions in the questionnaire.

**ATTACHMENTS:** - Copy of Preliminary Joint Venture agreement.

**Form 8 Current Commitments**

**Include details of all Applicant's current contracts having a value in excess of USD 50 million.**

Project Name	Location	Nature of Work	Start and End Dates	Applicant's Contract Price (USD)	
				Total	Outstanding