



**Ministry of Tourism, Transport, Culture and Sport**  
**Department of Marine and Ports**

**Request for Proposals**  
**For**  
**Provision of Harbour Tug Charter Services**

Request for Proposals No.: **MAP-TCH-001**

Issued: **Tuesday September 15, 2026**

Submission Deadline: **Friday October 02, 2026 05:00:00 PM Bermuda Local Time**

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## PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

### 1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Government of Bermuda (the “Government”) to prospective proponents to submit proposals for **Provision of Harbour Tug Charter Services** as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The Government of Bermuda, Department of Marine & Ports Services, invites qualified Proponents to submit proposals for the provision of a suitably equipped harbour tug on a temporary charter basis to maintain continuity of towage services during the scheduled dry docking and five-year Lloyd's Register survey of the Government-owned Azimuth Stern Drive (ASD) harbour tugs.

The Department operates a two-tug harbour towage service supporting the Port of Hamilton and other ports within Bermuda. During the scheduled dry docking of one Government tug, that vessel is anticipated to be unavailable for approximately four (4) to six (6) weeks.

The Government does not anticipate requiring the chartered tug continuously for the full four (4) to six (6) week dry-docking period. Based on the Department's current operational requirements, the primary requirement for a second tug is to provide additional capacity for any scheduled two-tug operations that normally occur toward the end of each calendar month, together with any other operational requirements identified by the Government during the agreed charter period.

The Government therefore anticipates requiring the chartered tug for an operational charter period of approximately fourteen (14) calendar days during each scheduled dry-docking event. The actual commencement date and duration of each charter period will be coordinated with the successful Proponent based on the confirmed dry-docking schedule and operational requirements of the Department.

The procurement is intended to provide coverage for two separate scheduled dry-docking events: one Government tug during 2026 and the second Government tug during 2027. Accordingly, the successful Proponent may be required to provide two separate charter periods under the resulting agreement, with each charter period anticipated to be approximately fourteen (14) calendar days.

The Government will provide the successful Proponent with reasonable advance notice of the anticipated dates for each charter period. Actual charter dates and durations may be adjusted depending on the dry-docking schedule, operational requirements, vessel availability, unforeseen repairs, or other circumstances affecting the Government's tug fleet.

### 1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be:

Jamal Smith  
Acting Fleet Manager  
Email: [jamsmith@gov.bm](mailto:jamsmith@gov.bm)

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Government, other than the

RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent's proposal.

Prior to the Submission Deadline noted in the RFP timetable below, proponents that download this file and intend to respond to this RFP are required to register their interest with the RFP contact by emailing their company name and contact information to

Jamal Smith

Acting Fleet Manager

Email: [jamsmith@gov.bm](mailto:jamsmith@gov.bm)

Amendment/addenda (if any) will be posted at <https://www.gov.bm/procurement-notice>. Proponents should visit the Government Portal on a regular basis during the procurement process.

### 1.3 Type of Contract for Deliverables

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the Government for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the Government and the selected proponent. It is the Government's intention to enter into an agreement with only one (1) legal entity.

The term of the agreement is to be for a period of 2 years, with an option in favour of the Government to extend the agreement terms and conditions acceptable to the Government and the selected proponent for an additional term of up to 1 year. An Agreement is subject to change until fully executed.

Joint submissions are acceptable however, if a joint submission is made, the submission must clearly indicate which party will act as the prime contractor.

### 1.4 RFP Timetable

#### 1.4.1 Key Dates

|                                    |                                     |
|------------------------------------|-------------------------------------|
| Issue Date of RFP                  | Tuesday September 15, 2026          |
| No Pre-Bid / Site Meeting          |                                     |
| Deadline for Questions             | Tuesday September 22, 2026          |
| Deadline for Issuing Addenda       | Friday September 25, 2026           |
| Submission Deadline                | Friday October 02, 2026 05:00:00 PM |
| Rectification Period               | 5 business days                     |
| Anticipated Ranking of Proponents  | Friday October 09, 2026             |
| Contract Negotiation Period        | 5 calendar days                     |
| Anticipated Execution of Agreement | Wednesday October 14, 2026          |

All times listed are Bermuda local time. The RFP timetable is tentative only and may be changed by the Government at any time. For greater clarity, business days means all days that the Government is open for business.

## **1.4.2 Site Visit / Pre-Bid Meeting**

## **1.5 Submission of Proposals**

### **1.5.1 Proposals to be Submitted at Prescribed Location**

Proposals must be submitted to:

Proposals may be submitted either by hard copy or electronic submission, as set out below.

Hard Copy Submissions:

Interested parties submitting a hard copy Proposal must deliver it to:

Government of Bermuda

Department of Marine & Ports Services

East Broadway

4 Crow Lane

Pembroke HM 19

Bermuda

All hard copy submissions must be enclosed in a sealed package and clearly labelled:

“RFP No. MAP-TCH-001 – Provision of Harbour Tug Charter Services”

Hard copy submissions must be delivered to the designated secure tender box at the Department of Marine & Ports Services at the address above on or before the Submission Deadline.

Electronic Submissions

Electronic Proposals will also be accepted by email and must be submitted to:

jamsmith@gov.bm

The subject line of the email must state:

“RFP No. MAP-TCH-001 – Provision of Harbour Tug Charter Services”

Electronic Proposals must be submitted in Microsoft Word or Adobe PDF format and must be received on or before the Submission Deadline specified in the RFP Timetable.

Where an electronic submission is too large to transmit in a single email, the Proponent should contact the RFP Contact prior to the Submission Deadline for instructions regarding an acceptable alternative method of electronic submission.

Proponents are responsible for ensuring that their Proposal, whether submitted electronically or in hard copy, is received by the Government on or before the Submission Deadline.

### **1.5.2 Proposals to be Submitted on Time**

Proposals must be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the deadline will be rejected.

### **1.5.3 Proposals to be Submitted in Prescribed Format**

Proponents shall submit at minimum 2 original signed hard copies of their proposal or one (1) electronic copy (e-copy) in Microsoft Word or Adobe PDF format. If both a hard copy and an e-copy of the proposal are submitted and there is a conflict or inconsistency between the hard copy and the e-copy of the proposal, the hard copy of the proposal will prevail.

The original and all copies of the proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Proponent. This authorization shall consist of a written authorization and shall be attached to the Submission Form included in (Appendix B). The name and position held by each person signing the authorization must be typed or printed below the signature. An Electronic Record of Signature will be accepted in the

submission only in accordance with the requirements laid out in the Electronic Transactions Act 1999. Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the proposal.

Proposals should be submitted in a sealed package and prominently marked with the RFP title and number (see RFP cover) and do not be opened until Friday October 02, 2026 05:00:00 PM. The full legal name and return address of the proponent should be marked on the package as well.

#### **1.5.4 Amendment of Proposals**

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the proponent to the location set out above. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

#### **1.5.5 Withdrawal of Proposals**

At any time throughout the RFP process until the execution of a written agreement for the provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent. The Government is under no obligation to return withdrawn proposals.

[End of Part 1]

## **PART 2 – EVALUATION, NEGOTIATION AND AWARD**

### **2.1 Stages of Evaluation and Negotiation**

The Government will conduct the evaluation of proposals and negotiations in the following stages:

### **2.2 Stage I – Mandatory Submission Requirements**

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the Government will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that the Government issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix D).

### **2.3 Stage II – Evaluation**

Stage II will consist of the following two sub-stages:

#### **2.3.1 Mandatory Technical Requirements**

The Government will review the proposals to determine whether the mandatory technical requirements, as set out in Section D of the RFP Particulars (Appendix D), have been met. Questions or queries on the part of the Government as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

#### **2.3.2 Rated Criteria**

The Government will evaluate each qualified proposal on the basis of the non-price rated criteria as set out in Section F of the RFP Particulars (Appendix D).

### **2.4 Stage III – Pricing**

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Pricing (Appendix C). The evaluation of the price will be undertaken after the evaluation of mandatory requirements, and rated criteria has been completed.

### **2.5 Stage IV – Ranking and Contract Negotiations**

#### **2.5.1 Ranking of Proponents**

After the completion of Stage III, all scores from Stage II and Stage III will be added together, and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with the Government. In the event of a tie, the selected proponent will be the proponent selected by way of the lowest price.

## **2.5.2 Contract Negotiation Process**

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the Government or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) intended to provide the proponent advance notice of some of the key contractual provisions including indemnities, limitation of liabilities, service requirements, etc. that would be contained in the form of contract and are to form the basis for commencing negotiations between the Government and the selected proponent. Negotiations may include requests by the Government for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the Government for improved pricing or performance terms from the proponent.

## **2.5.3 Time Period for Negotiations**

The Government intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the Government invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), provide requested information in a timely fashion and conduct its negotiations expeditiously.

## **2.5.4 Failure to Enter into Agreement**

If the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the Government may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the Government elects to cancel the RFP process.

## **2.5.5 Notification of Negotiation Status**

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]

## **PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 Proponents to Follow Instructions**

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

#### **3.1.2 Proposals in English**

All proposals must be written in the English language only.

#### **3.1.3 No Incorporation by Reference**

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

#### **3.1.4 References and Past Performance**

In the evaluation process, the Government may include information provided by the proponent's referees and may also consider the proponent's past performance or conduct on previous contracts with the Government or other institutions.

#### **3.1.5 Information in RFP Only an Estimate**

The Government and its advisers make no representation, warranty or guarantee as to the accuracy of the information or empirical data contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

#### **3.1.6 Proponents to Bear Their Own Costs**

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews, travel or demonstrations.

#### **3.1.7 Proposal to be Retained by the Government**

The Government will not return the proposal or any accompanying documentation submitted by a proponent.

#### **3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract**

The Government makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The Government may contract

with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

### **3.1.9 Equivalency**

When proprietary names, brands, catalogues or reference numbers are specified in the Deliverables, they are intended to set a minimum standard, and preference for any particular material or equipment is not intended. The proponent may offer material or equipment of similar characteristics, type, quality, appearance, finish, method of construction and performance and if doing so must disclose any difference in the characteristics, type, quality, appearance, finish, method of construction or performance of the material or equipment.

## **3.2 Communication after Issuance of RFP**

### **3.2.1 Proponents to Review RFP**

Proponents should promptly examine all of the documents comprising this RFP, and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The Government is under no obligation to provide additional information, and the Government is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The Government is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

### **3.2.2 All New Information to Proponents by Way of Addenda**

This RFP may be amended only by addendum in accordance with this section. If the Government, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. All addenda will be published online at <https://www.gov.bm/procurement-notices>. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Government. In the Submission Form (Appendix B), proponents must confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

If the Government determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Government may extend the Submission Deadline.

### **3.2.4 Verify, Clarify and Supplement**

When evaluating proposals, the Government may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal. The information may include, without limitation, clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section D of the RFP Particulars (Appendix D). The Government may revisit, re-evaluate and rescore the proponent's response or ranking on the basis of any such information.

### **3.3 Notification and Debriefing**

#### **3.3.1 Notification to Other Proponents**

Once the Agreement is executed by the Government and a proponent, the other proponents may be notified directly in writing of the outcome of the procurement process.

#### **3.3.2 Debriefing**

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of such notification.

#### **3.3.3 Procurement Protest Procedure**

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with the Government's Complaints and Disputes procedures. The notice must provide a detailed explanation of the proponent's concern with the procurement process or its outcome.

### **3.4 Conflict of Interest and Prohibited Conduct**

#### **3.4.1 Conflict of Interest**

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Government in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

#### **3.4.2 Disqualification for Conflict of Interest**

The Government may disqualify a proponent for any conduct, situation or circumstances, determined by the Government, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

### **3.4.3 Disqualification for Prohibited Conduct**

The Government may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the Government determines that the proponent has engaged in any conduct prohibited by this RFP.

### **3.4.4 Prohibited Proponent Communications**

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

### **3.4.5 Proponent Not to Communicate with Media**

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

### **3.4.6 No Lobbying**

Proponents shall not in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political action or other activity whatsoever to influence or attempt to influence Parliament, the Government, or to influence or attempt to influence any legislative or regulatory action, in the selection or evaluation of any proponent.

### **3.4.7 Illegal or Unethical Conduct**

The proponent represents, warrants, and covenants that, in connection with activities performed under this Agreement or on behalf of the Government, the proponent has not and will not offer, promise, authorise, pay, or act in furtherance of an offer, promise, authorization, or payment of anything of value, directly or indirectly, to a Government Official (as hereinafter defined), political party or party official, candidate for political office, or official of a public international organisation, in order to obtain or retain business, to secure an improper advantage or benefit of any kind or nature to person(s) related, associated or linked to the Government Official, or to secure or influence discretionary action, inaction or a decision of a Government Official(s). For purposes of this proposal, the term "Government Official" shall mean and include any official, public officer or employee of the Government, as well as an official or employee in the judicial, legislative, or military, anyone acting in an official capacity for the Government, or any immediate family member of such persons. The proponent represents, warrants, and covenants that it has complied and will comply with *The Bribery Act 2016* and all other applicable laws of any relevant jurisdiction in connection with the performance of this Agreement. Without limiting the generality of the foregoing, the proponent represents, warrants, and covenants that it has not and will not take any action that would cause the Government or anyone acting on their behalf to violate or be subjected to penalties under *The Bribery Act 2016*, or the applicable anti-corruption laws of other countries.

The proponent acknowledges and agrees that in the event that the Government believes, in good faith, that the proponent has breached this section, the Government shall have the right to immediately withdraw and terminate this opportunity and terminate any or all other agreements with the proponent.

### **3.4.8 Past Performance or Past Conduct**

The Government may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the Government, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

### **3.4.9 No Collusion**

Proponents must not engage in any collusion and must sign the certificate as set out in the Certificate of Confirmation of Non-Collusion (Appendix E).

## **3.5 Confidential Information**

### **3.5.1 Confidential Information of the Government**

All information provided by or obtained from the Government in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of the Government and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the Government; and
- (d) must be returned by the proponent to the Government immediately upon the request of the Government.

### **3.5.2 Confidential Information of Proponent**

- (a) A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Government. The confidentiality of such information will be maintained by the Government, except as otherwise required by the Public Access to Information Act 2010 or by order of a court or tribunal.
- (b) Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Government to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.
- (c) The Proponent is responsible to ensure that they comply with the *Personal Information Protection Act 2016* ("PIPA"), related to any information in the proponent's custody, care or control.

### **3.6 Procurement Process Non-Binding**

#### **3.6.1 No Process Contract and No Claims**

This RFP is a request for proposals only and participation in this RFP is not intended to create legal obligations between the Government and any of the proponents or their representatives. For greater certainty and without limitation:

- (a) Participation in this RFP will not give rise to any preliminary contract or collateral contract;
- (b) No proponent shall have any claim for any compensation of any kind whatsoever (whether in contract, tort, law, equity or otherwise), as a result of participating in this RFP, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim against the Government;
- (c) The decision to award or not to award a contract to any proponent is at the discretion of the Government. The Government shall have no liability to any proponent with respect to the awarding of a contract or the failure to award a contract to any proponent. Proponents acknowledge that the proponent that submits the proposal with the lowest price might not be awarded a contract.

#### **3.6.2 No Contract until Execution of Written Agreement**

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the Government by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

#### **3.6.3 Non-Binding Price Estimates**

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Government to enter into an agreement for the Deliverables.

#### **3.6.4 Cancellation**

The Government may cancel or amend the RFP process without liability at any time. Cancellation may occur, for example, if:

- (a) no qualitatively or financially worthwhile offer has been received or there has been no valid response at all;
- (b) the economic or technical parameters of the project have changed fundamentally;
- (c) exceptional circumstances or force majeure render normal implementation of the project impossible;
- (d) all offers exceed the financial resources available, or are otherwise inconsistent with the principles of economy, efficiency and effectiveness; or
- (e) irregularities require cancellation in the interest of fairness.

The publication of a procurement notice does not commit the Government to implement the programme or project announced.

### **3.7 Governing Law and Interpretation**

These Terms and Conditions of the RFP Process (Part 3):

- (f) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (g) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (h) are to be governed by and construed in accordance with the laws of Bermuda applicable therein.

[End of Part 3]

## **APPENDIX A - FORM OF AGREEMENT**

The terms and conditions found in the Form of Agreement (Appendix A) are intended to provide advance notice of some of the key contractual provisions of the Agreement, including indemnities, limitation of liabilities, service requirements, etc. that form the basis for commencing Agreement between the Government and the selected proponent.

The Government of Bermuda intends to enter into a formal written agreement with the successful Proponent for the provision of temporary harbour tug charter services during the scheduled dry docking of the Government's ASD harbour tug.

The successful Proponent shall submit its standard Tug Charter Agreement, Marine Services Agreement, or equivalent contractual terms and conditions as part of its Proposal.

Following the evaluation process, the Government shall review the proposed agreement to ensure that it adequately addresses the operational, commercial, and legal requirements of this Request for Proposals.

The Government reserves the right to negotiate amendments to the proposed agreement to ensure consistency with the requirements of this RFP and the operational needs of the Department of Marine & Ports Services.

Submission of a proposed agreement does not constitute acceptance by the Government.

No contractual relationship shall exist until a written agreement has been executed by both parties.

The successful Proponent acknowledges that the Government of Bermuda will provide a Government-appointed Bermuda Master and, where required, Government marine personnel to support harbour towage operations. The Contractor's proposed agreement shall recognize this operational arrangement and shall not contain provisions that conflict with the responsibilities assigned to Government personnel under this Request for Proposals.

See Annex A - Bermuda Government Service Agreement

## APPENDIX B – SUBMISSION FORM

### 1. Proponent Information

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p>Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.</p> <p>If the company is incorporated and registered, then a Certificate of Incorporation and a Certificate of Incumbency is required and must be submitted with the Submission Form.</p> <p><b><u>Declaration of Interest:</u></b> The proponent shall provide details of its ownership and/or managerial structure upon request from the Government. The proponent shall also provide a statement of whether or not it has any relevant and material interest relevant to the provision of the Goods and Services. Such statement shall be provided at least annually or if there is any change in the interest of the proponent.</p> |  |
| Full Legal Name of Proponent or Personal/Given Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
| Representative Name (Person with Signing Authority) / Title:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| Any Other Relevant Name under which Proponent Carries on Business:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| Street Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
| City, Province/State:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| Country:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
| Postal Code:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| Phone Number:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| Proponent's Social Insurance Number issued by the Government of Bermuda:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
| Proponent's Tax Payroll Number issued by the Government of Bermuda:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| Proponent's Registration Number issued by the Bermuda Registrar of Companies (if incorporated):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
| Company Website (if any):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| Proponent Contact Name and Title:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| Proponent Contact Phone:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
| Proponent Contact Fax:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
| Proponent Contact Email:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |

## **2. Acknowledgment of Non-Binding Procurement Process**

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Process Contract bidding process), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Government and the proponent unless and until the Government and the proponent execute a written agreement for the Deliverables.

## **3. Ability to Provide Deliverables**

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

## **4. Non-Binding Pricing**

The proponent has submitted its pricing in accordance with the instructions in the RFP and in Pricing (Appendix C) in particular. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

## **5. Addenda**

The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, \_\_\_\_\_ to \_\_\_\_\_ (if applicable) issued by the Government, or if no addenda were issued by the Government write the word "None". The onus is on proponents to make any necessary amendments to their proposals based on the addenda. The proponent confirms it has read, received and complied with these addenda. Proponents who fail to complete this section will be deemed to have received all posted addenda.

## **6. No Prohibited Conduct**

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

## **7. Conflict of Interest**

Proponents must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of the Government within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- ☐ The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

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## 8. Disclosure of Information

Any information collected or used by or on behalf of the Government under this solicitation document is subject to the Public Access to Information Act 2010 ("Act"). The information belongs to a class of information that might be made available to the general public unless it is contained in a record that is exempt from disclosure under the Act. Any questions regarding the collection, use, or disclosure of the information should be directed to the public authority that issued this solicitation document.

---

Signature of Witness

---

Signature of Proponent Representative

---

Name of Witness

---

Name of Proponent Representative

---

Title of Proponent Representative

---

Date

I have the authority to bind the proponent.

**End of Appendix B**

SAMPLE CERTIFICATE OF INCUMBENCY

The undersigned being the Secretary of the company as named below (the "Company"), a company duly organised and existing under the laws of the Islands of Bermuda and having it's registered office as set out below **DO HEREBY CERTIFY** that the following is a true and correct listing of the Directors and Officers of the Company in full force and effect as of the date hereof.

DIRECTORS

List

ALTERNATE DIRECTORS

List

OFFICERS

List

IN WITNESS WHEREOF I have hereunto set my signature in accordance with the Bye-Laws of the Company.

Company Name: .....

Date: .....

\_\_\_\_\_

Secretary/Director

## **APPENDIX C – PRICING**

### **1. Instructions on How to Provide Pricing**

- (a) Proponents should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their proposals, or, if there is no table below, by completing the attached form and including it in their proposals.
- (b) Pricing must be provided in Bermuda funds, inclusive of all applicable duties and taxes, which should be itemized separately.
- (c) Pricing quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

### **2. Evaluation of Pricing**

Pricing is worth 15 percent of the total score.

Pricing will be scored based on the formula below. Each respondent will receive points of the total possible points allocated to price for the particular category it has bid on, which will be calculated by the following formula.

2.1 Price (include all cost) 5 = lowest bid, 4 = next lowest, etc. until 0 = most expensive

2.2 The respondent is in a stable financial position

Following financial checks, i.e., checking a bank reference, the following scores should be awarded. 5 = all financial checks sound, 3 = minor financial concerns, 1 = major financial concerns, 0 = no evidence provided / evidence of severe financial instability.

2.3 The respondent has no outstanding Government debt

Following financial checks with Social Insurance, the Accountant General's Department's Debt Collection Section, and the Tax Commissioner, the following scores should be awarded: 5 = all financial checks sound, 3 = minor financial concerns, 1 = major financial concerns, 0 = no evidence provided / evidence of severe financial instability.

In addition to any rectification processes, or rights to verify, clarify and supplement,

- (a) The Government will examine the responses to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- (b) Arithmetical errors will be rectified on the following basis:
  - (i) Where there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Proponent does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail;

- (ii) Where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and
- (iii) Where there is a discrepancy between the individual lump sums and the total amounts derived for the sum of the individual lump sum, the individual lump sum as quoted will govern, and the total amount will be corrected.

### **3. Required Pricing Information**

See Annex B - Pricing Schedule

## **APPENDIX D – RFP PARTICULARS**

### **A. THE DELIVERABLES**

#### **Mobilization of chartered tug to Bermuda / Government-designated location**

The Proponent shall mobilize and deliver the proposed charter tug to Bermuda or such other location as may be agreed with the Government. The tug shall arrive fully operational, appropriately crewed, certified, insured, equipped and ready for inspection and commencement of the Services in accordance with Annex C – Tug Charter Scope of Work.

The Proponent shall clearly identify all costs associated with mobilization in the Pricing Schedule.

See Annex C - Tug Charter Scope of Work

#### **Vessel acceptance, inspection and commissioning / readiness**

The Proponent shall present the chartered tug for inspection and acceptance by the Government prior to commencement of operational service.

The tug shall demonstrate compliance with the applicable contractual, technical, certification, safety and operational requirements of the RFP and Annex C – Tug Charter Scope of Work. The tug shall not enter operational service until accepted by the Government's Representative.

#### **Harbour tug charter – base charter rate**

The Proponent shall provide a compliant harbour tug for the agreed charter period in accordance with Annex C – Tug Charter Scope of Work.

The Proponent shall clearly identify what is included and excluded from the proposed base charter rate in the Pricing Schedule.

#### **Fuel and lubricants**

The Proponent shall identify the proposed arrangements and associated costs for fuel and lubricants required during each charter period.

The Proponent shall clearly state in the Pricing Schedule whether fuel and lubricants are included in the proposed charter rate or are to be charged separately and shall identify the basis upon which any separate charges will be calculated.

#### **Completion of all assigned towage operations**

The Proponent shall perform all harbour towage assignments required by the Government during the agreed charter period in accordance with Annex C – Tug Charter Scope of Work.

#### **Routine maintenance and consumables during charter**

The Proponent shall be responsible for routine maintenance, repairs and consumables necessary to maintain the chartered tug in a safe, fully operational and serviceable condition throughout each charter period, in accordance with Annex C – Tug Charter Scope of Work.

The Proponent shall identify whether these costs are included in the proposed charter rate or separately priced in the Pricing Schedule.

#### **Mobilization / repositioning within Bermuda, if required**

The Proponent shall, where required by the Government, reposition the chartered tug within Bermuda waters to support the Department's operational requirements.

Any charges associated with such repositioning that are not included in the base charter rate shall be clearly identified in the Pricing Schedule.

#### **Demobilization of chartered tug**

Upon completion of each agreed charter period and confirmation by the Government that the chartered tug is no longer required, the Proponent shall safely withdraw the tug from Government service and undertake demobilization in accordance with Annex C – Tug Charter Scope of Work.

The Proponent shall clearly identify all costs associated with demobilization in the Pricing Schedule.

#### **Additional operational charges / standby charges, if applicable**

The Proponent shall clearly identify any additional operational, standby or other charges that are not included in the proposed base charter rate.

The Proponent shall describe the circumstances under which each additional charge would apply and provide the applicable hourly, daily or other rate in the Pricing Schedule.

No additional operational or standby charges shall be incurred by the Government unless the applicable service or charge has been authorized in advance by the Government's Representative.

### **B. MATERIAL DISCLOSURES**

#### **Harbour tug charter – base charter rate**

The Government does not guarantee a minimum or maximum number of towage assignments during any charter period.

Harbour towage requirements are dependent upon vessel traffic, shipping schedules, weather conditions and operational requirements. Vessel traffic and shipping schedules are subject to change and are coordinated by the respective shipping agents and other relevant stakeholders rather than by the Department of Marine & Ports Services.

The chartered tug may therefore be required to support towage operations as operationally required throughout the agreed charter period. Proponents should take this variable level of activity into consideration when preparing their Proposal and Pricing Schedule.

## **Completion of all assigned towage operations**

The timing and duration of each charter requirement are dependent upon the Government's dry-docking programme. Additional repairs or other work identified during the five-year Lloyd's Register docking survey may affect the anticipated return-to-service date of the Government-owned tug.

The Government may therefore require adjustments to the commencement date or duration of a charter period. Any extension of the agreed charter period will be subject to vessel availability and the applicable rates and terms identified in the Proponent's Proposal and Pricing Schedule.

## **Mobilization / repositioning within Bermuda, if required**

Proponents are responsible for satisfying themselves that the proposed tug is suitable for operation within Bermuda's ports, harbours, approaches and surrounding waters.

Proponents should take into consideration relevant water depths, vessel draft, navigational restrictions, harbour approaches, berthing areas, reefs and environmentally sensitive areas, and any other physical or operational conditions that may affect the safe performance of the Services.

Any vessel-specific limitation, draft restriction, operational constraint or other condition that may affect the proposed tug's ability to perform the Services shall be clearly disclosed in the Proposal.

## **C. MANDATORY SUBMISSION REQUIREMENTS**

### **1. Submission Form (Appendix B)**

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

### **2. Pricing (Appendix C)**

Each proposal must include pricing information that complies with the instructions contained in Pricing (Appendix C).

### **3. Certificate of Confirmation of Non-Collusion (Appendix E)**

Each proposal must include a Certificate of Confirmation of Non-Collusion Form (Appendix E) completed and signed by an authorized representative of the Proponent.

### **4. Company Certificate of Incorporation**

A signed copy of the Certificate of Incorporation must be included for proponents that are companies/corporations.

### **5. Other Mandatory Submission Requirements**

#### **Mandatory Submission Requirements**

Mandatory Submission Requirements:

Each Proposal must include all of the following documents and information. Failure to provide a Mandatory Submission Requirement may be subject to the rectification process set out in this RFP.

#### Company Profile Form – Annex D

Each Proposal must include a completed Annex D – Company Profile Form.

The submission shall provide the requested corporate and organizational information, including the Proponent's legal name, business address, years in operation, principal business activities, organizational structure and key personnel proposed for the Services.

#### Technical Submission

The Proponent shall provide a technical submission containing sufficient information for the Government to evaluate the proposed tug and the Proponent's ability to perform the Services.

The Technical Submission shall include, at minimum:

Proposed vessel particulars, including vessel name, type, principal dimensions, draft, propulsion configuration, installed power, certified bollard pull and service speed;

General Arrangement drawing and relevant vessel technical specifications;

Details of towing equipment, navigation and communications equipment, lifesaving appliances and firefighting equipment;

Current Classification Society and Flag State details;

Proposed crew list identifying positions/ranks;

Copies of relevant Certificates of Competency, STCW certificates, endorsements and other applicable marine qualifications for the proposed crew;

Details of proposed crew accommodation arrangements while in Bermuda;

Details of the Proponent's relevant harbour towage and tug charter experience;

Details of at least three (3) comparable contracts completed within the last five (5) years; and

Client references/contact information for the comparable contracts.

#### Mandatory Technical Requirements – Annex E

Each Proposal must include a completed Annex E – Mandatory Technical Requirements.

The Proponent shall indicate whether the proposed vessel and Services meet each mandatory requirement, provide the requested explanation, and identify the supporting documentation included with its Proposal.

The Mandatory Technical Requirements will be assessed on a pass/fail basis in accordance with the RFP.

## Availability, Mobilization and Project Schedule

Each Proposal shall include a proposed Project Execution Schedule covering the anticipated 2026 and 2027 charter requirements.

The schedule shall identify:

Current or anticipated location of the proposed tug;

Confirmation of anticipated availability for the 2026 and 2027 charter periods;

Minimum advance notice required for each call-off;

Estimated mobilization period to Bermuda;

Proposed vessel inspection/readiness period;

Proposed approach to commencement of charter operations; and

Any dependencies, restrictions or assumptions that may affect mobilization or availability. Health, Safety, Quality and Environmental Management Submission

Each Proposal shall include information demonstrating the Proponent's approach to Health, Safety, Quality and Environmental Management (HSEQ) sufficient to support evaluation under the Rated Criteria.

The submission shall include relevant HSEQ policies and procedures, safe working practices, incident reporting and investigation arrangements, emergency response arrangements, pollution prevention and environmental practices, quality-control arrangements, and relevant HSEQ performance information.

## Local Benefits Form – Annex F

Each Proposal must include a completed Annex F – Local Benefits Form.

The Proponent shall provide the information requested in the form regarding local workforce utilization, Bermudian employment, use of local specified businesses, subcontracting and other applicable local economic benefits.

## Financial and Corporate Information

Each Proposal shall include:

Evidence of the Proponent's financial capacity to successfully perform the resulting agreement;

Disclosure of any pending litigation, arbitration, insolvency proceedings or regulatory actions that may materially affect the Proponent's ability to perform the Services; and

Any other financial or corporate information expressly requested in the RFP or Company Profile Form.

## Proposed Form of Agreement

Each Proposal shall include the Proponent's standard Tug Charter Agreement, Marine Services Agreement, or equivalent contractual terms and conditions, for review by the Government.

See Annex D - Company Profile Form

## **D. MANDATORY TECHNICAL REQUIREMENTS**

### **Experience**

The Proponent must comply with all Mandatory Technical Requirements set out in Annex E – Mandatory Technical Requirements.

The requirements in Annex E are mandatory and will be assessed on a pass/fail basis. Proponents shall complete Annex E and indicate whether the proposed vessel and services meet each requirement, provide a brief explanation, and reference the supporting documentation submitted with their Proposal.

The Mandatory Technical Requirements include, but are not limited to, vessel type and propulsion arrangement, minimum certified bollard pull, classification and statutory certification, operational capability, relevant harbour towage experience, crew qualifications and certification, mobilization capability, vessel availability, and compliance with applicable SOLAS, MARPOL and Flag State requirements.

Failure to demonstrate compliance with any Mandatory Technical Requirement may result in the Proposal being disqualified from further evaluation.

See Annex E - Mandatory Technical Requirements

## **E. PRE-CONDITIONS OF AWARD**

### **1. Financial Checks**

Prior to awarding a contract to the selected proponent, the contracting department will perform financial checks to confirm whether the proponent is delinquent in making payments to the Government for Social Insurance contributions, Payroll Tax or any other debt recorded by the Accountant General's Debt Collection Section, and will perform a check with the Bermuda Registrar of Companies to confirm whether the proponent is a proper legal entity that is in good standing.

### **Insurance Requirements**

.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third-party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents,

servants, employees or sub-contractors performing work or services in connection with this Contract.

.4 The Contractor shall provide maintain and evidence the following insurance coverage:

Evidence of current Commercial General Liability Insurance;

Evidence of current Protection & Indemnity (P&I) Insurance;

Evidence of current Hull & Machinery Insurance;

Evidence of Workers' Compensation and Employer's Liability Insurance, where applicable;

#### **PRE-CONDITIONS OF AWARD**

Prior to execution of the Agreement, the top-ranked Proponent shall be required to satisfy the following Pre-Conditions of Award within the timeframe specified by the Government:

Current Classification Society Certificate for the proposed tug;

Current statutory certificates applicable to the proposed tug;

Safety Management System and Health, Safety & Environmental documentation applicable to the charter;

Confirmation and supporting documentation demonstrating that the proposed crew hold valid STCW certification, and any other certificates required by applicable legislation;

Final confirmation of tug availability for the applicable charter period;

Completion of any required financial, Government debt, corporate good-standing or other pre-award checks;

#### **F. RATED CRITERIA**

The following sets out the categories, weightings and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Proponents who are shortlisted may be invited to present oral presentations for the purpose of introducing key members of the project team and allowing the Government to fully understand the prospective Proponent's ability to meet the evaluation criteria and deliverables. Oral presentations will not be scored separately. Instead, the Government may modify scores and resulting rankings based on the oral presentation of those prospective proponents.

| # | Category                    | Weighting (%) | Threshold    |
|---|-----------------------------|---------------|--------------|
| 1 | Pricing                     | 15            | N/A          |
| 2 | Technical Capability of Tug | 20            | 12 out of 20 |
| 3 | Relevant Towage Experience  | 15            | 9 out of 15  |
| 4 | Availability & Mobilization | 15            | 9 out of 15  |

|                     |                                                      |     |     |
|---------------------|------------------------------------------------------|-----|-----|
| 5                   | Health, Safety, Quality and Environmental Management | 5   | N/A |
| 6                   | Local Benefits                                       | 30  | N/A |
| <b>Total Points</b> |                                                      | 100 |     |

## 1. Pricing

See Appendix C - Pricing

## 2. Technical Capability of Tug

- To what extent does the proposed tug demonstrate the technical capability and operational suitability necessary to perform harbour towage operations in Bermuda?
- How suitable are the proposed tug's propulsion arrangement, manoeuvrability, bollard pull, installed power, service speed, dimensions and draft for the required harbour towage operations?
- How suitable are the proposed tug's towing equipment, navigation and communication equipment, lifesaving appliances and firefighting equipment for the required Services?
- To what extent does the proposed tug provide operational capability comparable to the Government's existing harbour tug capability for the intended Services?

The evaluation will be based on the vessel particulars, technical specifications, General Arrangement drawing and other supporting technical documentation submitted with the Proposal.

An identical make, model or configuration to the Government's existing tug is not required.

## 3. Relevant Towage Experience

- How relevant is the Proponent's demonstrated experience providing harbour towage, tug charter and/or comparable marine towage services to the Services required under this RFP?
- To what extent does the Proponent demonstrate experience assisting commercial vessels of a similar nature to those operating in Bermuda, including container vessels, cruise ships and tankers?
- How relevant are the qualifications and operational experience of the proposed key personnel to the harbour towage services required under this RFP?
- What level of successful past performance is demonstrated by the comparable contracts and client references submitted by the Proponent?

The evaluation will be based on the Company Profile Form, Technical Submission, comparable contract information, client references, proposed personnel information and supporting qualifications submitted with the Proposal.

## 4. Availability & Mobilization

- How well does the Proponent demonstrate the availability of the proposed tug for the anticipated 2026 and 2027 charter requirements?

- b. How achievable is the proposed mobilization timeframe based on the location of the tug, proposed mobilization arrangements and minimum advance notice required?
- c. How effectively does the proposed Project Execution Schedule demonstrate the Proponent's ability to mobilize, present the tug for Government inspection and commence the Services within the required timeframe?
- d. How effectively does the Proponent demonstrate its ability to respond to reasonable changes in anticipated charter commencement dates or duration?
- e. What dependencies, restrictions or conditions identified by the Proponent could affect timely mobilization or vessel availability?

The evaluation will be based on the proposed Project Execution Schedule, vessel availability information, current or anticipated vessel location, mobilization plan, required advance notice and identified assumptions, restrictions and dependencies.

Consideration will also be given to the practicality and reliability of the Proponent's mobilization plan and any identified limitations, dependencies or conditions that could affect vessel availability or timely commencement of the Services.

## **5. Health, Safety, Quality and Environmental Management**

- a. How effectively does the Proponent's HSEQ management system demonstrate controls appropriate for harbour tug and marine operations?
- b. How effectively do the Proponent's procedures address safe working practices, incident reporting and investigation, emergency response and crew safety?
- c. How effectively does the Proponent demonstrate appropriate pollution prevention and environmental protection measures for operations in Bermuda waters?
- d. How effectively does the Proponent demonstrate appropriate maintenance, quality-control and continuous-improvement arrangements for the proposed Services?
- e. What does the HSEQ performance information submitted by the Proponent demonstrate regarding its ability to safely and reliably perform the Services?

The evaluation will be based on the HSEQ Submission and supporting policies, procedures, records and performance information included with the Proposal.

## **6. Local Benefits**

The Government has established the minimum evaluation weight regarding Local Benefits for this procurement at 30% of the total points.

The local benefit considerations will be given to each of the following factors when proposals are evaluated:

- Is the proponent a local specified business? (See the Code of Practice for Project Management and Procurement on the Government's Portal for the definition of "Specified Business")
- Local Workforce Utilization
  - Number of Bermudians employed by the proponent.
  - Engagement of Bermudian employee (%) during the project.
  - Use of local specified businesses in the proponent's supply chain.
  - Use of local specified business as subcontractors (if applicable).
- Safety and Health record of the proponent for the three immediately preceding years of reporting
- Operational Environmental considerations and policy for their working site and projects. (each proponent to provide a copy)

See Annex F - Local Benefits form

## APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

### Notes for the proponents

The essence of Open Tendering is that the Government of Bermuda shall receive bona fide competitive proposals from suitably qualified persons or entities. In recognition of this principle, each person or entity that submits a proposal will be required, by way of the signature of a duly authorized representative of the company, to confirm that the proposal has been submitted without any form of collusion.

All proponents must complete and sign a Certificate of Confirmation of Non-Collusion. Any proposals 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 procurement process, then the proponent 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 proponent and/or any party involved in the matter.

Any proponent that submits false information in response to this Request for Proposals (RFP), and any other person or entity involved in collusion, may be excluded from competing for future contracts tendered by the Government of Bermuda.

### Confirmation of non-collusion

I/We certify that this is a bona fide proposal, intended to be competitive and that I/We have abided by the terms and conditions related to this proposal and that I/We have not fixed or adjusted the amount of the proposal 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 RFP pack, or supplementary information provided to all proponents.

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 RFP Contact the amount or approximate amount of my/our proposed proposal (other than in confidence in order to obtain quotations necessary for the preparation of the proposal for insurance);
- (b) entering into any agreement or arrangement with any other person that he shall refrain from competing or as to the amount of any proposal 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 procurement.

By signing this document, I/we have read and agree to its terms and conditions.

(1) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

(2) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

for and on behalf of \_\_\_\_\_