



**Form of Tender**

(Note: all blanks are to be filled by the tenderer)  
 (The form of Tender sheets are part of the Tender response and must be duly signed)

**For the “Provision of Structural Engineering Support Services”**

**TENDER TO: Permanent Secretary, Ministry of Public Works.**

1. We confirm that we have submitted a bona fide Tender, intended to be competitive and we have not fixed or adjusted our Price by or under or in accordance with any agreement or arrangement with any other tenderer.
2. We confirm that we, the undersigned, are conducting business as a proper legal entity and are not 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.
3. Having examined the documentation and Addenda Nos.....inclusive for the execution of the above named Service, we, the undersigned, offer to provide the Service in accordance with the Information to tenderers, the Contract Data and appendices for rates as indicated in the Price Schedule as per the conditions of contract.
4. We undertake, if our Tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer’s notice to commence, and to provide the Works comprised in the *Contract Documents* for the duration stated in the Contract Data Part One.
5. We confirm that our Tender shall remain open for acceptance by the Government of Bermuda for a period of one hundred and twenty (120) calendar days from the date of this undertaking and we shall not withdraw this Tender during this period.
6. Unless and until a formal agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We understand that Government is e not bound to accept the lowest or any tender that you may receive, and will not accept any late tenders.
8. We undertake, if our Tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager’s notice to commence, and to provide the Works comprised in the *Contract Documents*.
9. We undertake to commence the work within **Seven (7) calendar days** of the date of the acceptance of this tender.
10. We consent to the collection and use of any information we give to the Government in response to this solicitation document and waive any right to challenge any decision made by the Government to disclose the information.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016

SIGNED:  
 (signature) \_\_\_\_\_ in the capacity of \_\_\_\_\_

(block letters) \_\_\_\_\_

Duly authorized to sign tenders for and on behalf of:  
 (firm) \_\_\_\_\_

(address) \_\_\_\_\_

WITNESS:  
 (signature) \_\_\_\_\_

(block letters) \_\_\_\_\_

Occupation \_\_\_\_\_



**Part 1 FORM OF AGREEMENT**

**The Client is** The Ministry of Public Works,  
PO Box HM 525,  
Hamilton, HM CX, Bermuda

**The Consultant is** .....

**The Client desires the execution of certain Works known as:**

Structural Engineering Support Services

**OFFER**

**The Consultant has examined the documents listed in the Appendices which forms part of this Agreement and offers to execute the Works in conformity with the Contract. Reimbursement shall be on a time charge bases in accordance with the schedule of rates in Appendix 3.**

This offer, of which the Consultant has submitted two signed originals, may be accepted by the Client by signing and returning one original of this document to the Consultant

The Consultant understands that the Client is not bound to accept the lowest or any offer received for the Works.

Signature: \_\_\_\_\_ Authorized to sign on behalf of the Consultant

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Capacity: \_\_\_\_\_

**ACCEPTANCE**

The Client has by signing below, accepted the Consultant's offer and agrees that in consideration for the execution of the Works by the Consultant, the Client shall pay the Consultant in accordance with the Contract. This Agreement comes into effect on the date when the Consultant receives one original of this document signed by the Client.

Signature: \_\_\_\_\_ Authorised to sign on behalf of the Ministry of Works and Engineering

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Capacity: \_\_\_\_\_



END OF FORM OF AGREEMENT

## **CONDITIONS OF CONTRACT**

Client/Consultant Model Services Agreement GENERAL CONDITIONS

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The Conditions of Contract are the **Client/Consultant Model Services Agreement, General Conditions, Fourth Edition, 2006**, published by the Federation Internationale des Ingenieurs-Conseils (FIDIC), attached under separate cover.

The General Conditions of Contract are amended by the Particular Conditions of Contract.

### **Part 2 CLIENT/CONSULTANT MODEL SERVICES AGREEMENT**

#### **PARTICULAR CONDITIONS**

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##### **Preamble**

These Particular Conditions supplement the General Conditions, and shall modify, delete and/or add to the General Conditions.

Where any clause, paragraph, or sub-paragraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such clause, paragraph, or sub-paragraph shall remain in effect and the supplemental provisions shall be considered as added thereto.

Where any clause, paragraph, or sub-paragraph in the General Conditions is amended, deleted or superseded by any of the following paragraphs, the provisions of such clause, paragraph, or sub-paragraph, not so amended, deleted or superseded shall remain in effect.

Clause numbers herein refer to the same clause numbers as in the General Conditions.

#### **A. References from Clauses in the GENERAL CONDITIONS**

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### **1.0 General Provisions**

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#### **1.1 Definitions**

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**1.1.2.** Add the following:



Project Name: Engineering Support Services

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## 1.4 Law and Language

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### 1.4.1 Add the following:

Language of the Agreement: English  
Ruling language: English  
Law to which Agreement is subject: Law of Bermuda

Add the following clause:

### 1.4.2

The Agreement shall in all respects be construed and operated in conformity with the Laws of Bermuda and the respective rights and liabilities of the parties shall be in accordance with the Laws for the time being in force.

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## 1.5 Change in Legislation

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Add the following:

Consultant's principal place of business: Bermuda

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## 1.8 Notices

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### 1.8.1 Delete from the end of the last sentence:

“or by telex subsequently confirmed by letter”

Add the following clauses;

### 1.8.2

Client's address:  
Ministry of Public Works  
Department of Works and Engineering  
P. O. Box HM 525  
3rd Floor Post Office Building  
56 Church Street, Hamilton HM12, Bermuda

Attention: Acting Chief Engineer  
Contact Name: Mr. Kirk Outerbridge  
Phone: (441) 501 3047  
E-mail: [keouterbridge@gov.bm](mailto:keouterbridge@gov.bm)

### 1.8.3

Consultant's address:



Attention: XXX  
Phone: XXX

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## 1.9 Publication

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1.9.1 This clause is deleted in its entirety and replaced with the following clause;

The Consultant shall obtain the written consent of the Client before publishing or issuing any information or speaking to the public or media regarding any aspect of the Project.

## 2.0 The Client

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### 2.6 Supply of Client's Personnel

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2.6 This clause is deleted in its entirety

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### 2.7 Client's Representative

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2.7.1 This clause is deleted in its entirety and replaced with the following clause;

For the administration of the Agreement the Client shall designate an official or individual to be his representative.

Client's Representative: Mr. Kirk Outerbridge

2.7.2 Add the following;

The Client's Representative may delegate any duties to another and may at any such time revoke such delegation. Any such delegation or revocation of delegation shall be made in writing.

## 3.0 The Consultant

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### 3.5 Supply of Personnel

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3.5 This clause is deleted in its entirety

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### 3.6 Representatives

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3.6 This clause is deleted in its entirety, and replaced with the following.

3.6.1 The Consultant's Representative shall only be <name of representative>.

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### 3.7 Changes in Personnel



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3.7 This clause is deleted in its entirety, and replaced with the following:

3.7.1 There shall be no changes of personnel provided by the Consultant.

## 4.0 Commencement, Completion, Variation & Termination

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### 4.2 Commencement and Completion

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4.2.1 This clause is deleted in its entirety, and replaced with:

4.2.1 Commencement Date: 11<sup>st</sup> July 2016

Completion Date: 10<sup>th</sup> July 2018

Option to Extend Service Period for an additional 12 months ( 10th July 2019)

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### 4.4 Delays

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4.4 This clause is deleted in its entirety.

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### 4.5.2 Changed Circumstances

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4.5.2 This clause is deleted in its entirety.

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### 4.6 Abandonment, Suspension or Termination

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4.6 This clause is deleted in its entirety and replaced with the following clause;

4.6.1 The Client or Consultant may suspend all or part of the Services or terminate the Agreement by giving at least 5 working days notice to the other party to the Contract.

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### 4.8 Exceptional Circumstances

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4.8.2 Add the following sentence to the end of the clause:

“The extent of time is to be agreed by both parties and be evidenced in writing.”

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## 5.0 Payment

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### 5.1 Payment to the Consultant

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5.1.2 In line 1 delete “Unless otherwise” and insert with

“Where previously”  
and;



add the following sub-clause:

(c) or alternatively to sub clauses (a) and (b) where agreed by both parties in writing, a negotiated fixed fee.

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### 5.3 Currencies of Payment

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5.3.1 Add the following:

Currency of Agreement: **Bermuda Dollars.**

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### 5.6 Independent Audits

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5.6.2 Delete the following from the second paragraph:

“... require that a reputable firm of accountants nominated by him, audit any amount ..”

Replace with

“... require that the Accountant General or his designated person audit any amount ...”

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## 8.0 Disputes and Arbitration

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### 8.1 Amicable Dispute Resolution

### 8.2 Mediation

### 8.3 Arbitration

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These clauses are deleted in their entirety.

## B. Additional Clauses to be added to the GENERAL CONDITIONS

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### 9.0 Law, Regulations and Orders

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#### 9.1

The Consultant shall make himself fully acquainted with the Laws, Regulations and Orders of Bermuda and of any competent/statutory Authority and shall conform in all respects therewith during the continuance of the Agreement. He shall conform similarly with any such Laws, Regulations and Orders, which may come in to force after the proposal submission date.

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### 10.0 Consultant's Offices

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#### 10.1



The Client shall provide all necessary accommodation and equipment to enable the Consultant to carry out his services.

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## 11.0 Approval by Other Authorities

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### 11.1

Where the work of the Consultant is subject to the approval or review of an authority, department of Government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and unless authorised by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of Government or agency.

### 11.2

The consultant shall ensure that a valid work permit is in place for all non-Bermudian staff working in Bermuda.

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## 12.0 Patents

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### 12.1

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Consultant.

### 12.2

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services by the Consultant in connection with the Project and for no other purpose or project.

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## 13.0 Inspection

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### 13.1

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

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## 14.0 Confidential Data

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### 14.1

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him or disclosed by the Client in the course of carrying





out Services provided for herein. No such information shall be used by the Consultant on any other project without the approval in writing of the Client.

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## **15.0 Taxation**

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### **15.1**

The Consultant shall be required to pay Bermudian Taxes on all fees earned by the Consultant's representative.

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## **16.0 Bribery**

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### **16.1**

Any commission, advantage, gift, gratuity, reward, or bribe given, promised, or offered by or on behalf of the Consultant or his agent or servant or any person on his or their behalf to any officer, servant, representative, or agent of the Client or of the Engineer or to any person on their behalf or on behalf of any of them in relation to the obtaining or to the execution of this or of any other Contract with the Client shall in addition to any criminal liability which may be thereby incurred subject the Consultant to the cancellation of this and of all other contracts which he may have entered into with the Client and also to the payment of any loss or damage resulting from such cancellation.

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## **17.0 Construction of contract**

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### **17.1**

The Contract shall in all respects be constructed and operated in conformity with the Laws of Bermuda and the respective rights and liabilities of the parties shall be in accordance with the Laws for the time being in force.

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## **18.0 Members and Staff of Client not Personally Liable**

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### **18.1**

Neither the members nor the staff of the Client shall be in any way personally bound or liable for the acts or obligations of the Consultant under the Contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

END OF CONTRACT DATA SECTION