



GOVERNMENT OF BERMUDA  
Ministry of Public Works

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**Department of Works and Engineering**

*Your Ref: (ref)*

*Our Ref: (ref)*

February 23, 2016

Dear Sir/Madam,

**RE: Installation of Marine Fenders at Heritage Wharf and King's Wharf at the Royal Naval Dockyard, Bermuda**

You are formally invited to submit a response to this tender.

You will find attached the following documents: this Invitation to Tender Letter and

- Part 1 Instructions to Tenderers
- Part 2 Forms of Tender
- Part 3 Particular Conditions of Contract

It is the bidder's responsibility to read the entire tender and comply with all requirements herein.

Please complete and return the enclosed Form of Tender and related documents duly signed and in a sealed envelope to:

Ministry of Public Works  
Department of Works & Engineering  
3<sup>rd</sup> Floor  
56 Church Street  
Hamilton HM 12

No later than 3:00 pm on Friday, 11<sup>th</sup> March 2016

The outer envelopes must be clearly marked "**Tender for Installation of Marine Fenders**".  
"For the attention of Mr. Jeremy Burnham"

Late submissions will not be accepted.

If you have any questions please write to the Ministry representative: Mr. Jeremy Burnham at [jpburnham@gov.bm](mailto:jpburnham@gov.bm) Tel: 297-7963

Sincerely,

Jeremy P Burnham BSc (Hons) MRICS, PMP  
Ministry of Public Works



GOVERNMENT OF BERMUDA

MINISTRY OF PUBLIC WORKS  
DEPARTMENT OF OPERATIONS AND ENGINEERING

# Part One (1)

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## **INSTRUCTIONS TO TENDERERS**

**Installation of Marine Fenders**

**at**

**Heritage Wharf and King's Wharf**

**(as directed)**

**2/19/2016**



## INSTRUCTIONS TO TENDERERS

### (1) Public Access to Information

Any information collected or used by or on behalf of the Government of Bermuda (“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 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.

### (2) Description of the Work

- 2.1 The Government of Bermuda as represented by the Ministry of Public Works (**hereafter referred to as “Ministry”**) is requesting Tenders for the INSTALLATION OF MARINE FENDERS located Heritage and King’s Wharfs, Royal Navy Dockyard, Bermuda. (Appendix A herein)
- 2.2 It is the Ministry’s policy to procure professional contracting services which will result in the greatest project value to Bermuda. It is further understood that the quality of professional, technical and managerial skills may often have a disproportionately large influence on the overall project cost.
- 2.3 Notwithstanding the foregoing and any perceived tradition of contract award based on lowest price proposals, the Ministry reserves the absolute right to award contracts based exclusively on the Ministry’s perception of better value.
- 2.4 The Ministry reserves the right not to enter into an agreement based on the proposals received.
- 2.5 The Ministry shall not be liable for any expenses or losses incurred by the Tenderer in preparation of his tender submission.

### (3) Submission of Tenders

- 3.1 Tenders shall be delivered to the Ministry of Public Works, 3<sup>rd</sup> Floor, 56 Church Street, Hamilton, no later than **3:00pm on Friday, 11<sup>th</sup> March 2016**
- 3.2 Tenders received later than this time will not be considered.
- 3.3 All completed tenders must be returned in sealed envelopes and clearly marked “Installation of Marine Fenders”.
- 3.4 Tenders shall be submitted on the Form of Tender, Part 2, provided in this Tender Package, and in a sealed envelope.



- 3.5 Any required information that is omitted or illegible, any alterations to the text, or any conditions added, may cause the tender to be declared invalid and rejected.
- 3.6 The Ministry of Public Works may, after bid closing time and before contract award, require any Tenderer to submit, in a form prescribed by or acceptable to the Employer, supplementary information about any aspect of the Tenderer's bid which, in the opinion of the Ministry of Public Works is necessary for bid evaluation purposes.

**IMPORTANT:**

**Tenders Must Be Placed In The Tender Box located at The Ministry of Public Works, Department Of Operations and Engineering, 3<sup>rd</sup> floor, General Post Office Building, 56 Church Street.**

**(4) Eligibility and Qualifications**

- 4.1 In responding to this tender, the contractor shall describe in detail his proposed methodology including proposed equipment.
- 4.2 In the tender submission, the contractor shall provide the following as a minimum:
- 4.2.1 A list of their experience on projects of similar scope and conditions;
  - 4.2.2 A list of any sub-contractors and/or consultants to be used to carry out the work;
  - 4.2.3 Identification of Health and Safety and Environmental Issues;
  - 4.2.4 All assumptions made in preparation of his/her proposal.

**(5) Tender Format, Financial and Cost Quotation Submission**

- i. Tenders shall be submitted on the Form of Tender, Part 2,
- ii. Tenderers must submit with their Tenders a proposed operational plan containing the following
  - (a) Overall methodology for execution of the works including crew size, number of crews and planned days.
  - (b) Tenderers shall also submit with their tender a complete list of any sub-contractors utilized.
- iii. Financial and Cost Quotation Submission comprising the Form of Tender, Part 2, completed in full.
- iv. Any omissions in the Form of Tender will be given a value of zero dollars.

**(6) Rejection of Tenders**

The Government reserves the right to reject any or all Tenders and is not bound to accept the lowest Tender, or where practicable to do so, the Ministry of Public Works may, as a condition of tender acceptance, request a Tenderer to correct a minor and inconsequential irregularity with no change in tender price.



- (7) Tender Documents and Site Conditions  
Each Tenderer, by submitting its Tender, represents that an authorized representative of the Tenderer has read and understands the Tender Documents, and has visited the site and familiarized himself with the conditions under which the works are to be performed.
- (8) Alterations  
No alterations are to be made to the Form of Tender except in filling in the blanks as indicated. If any such alterations are made, or if these instructions are not fully complied with, the Tender may be rejected.
- (9) Period of Validity of Tender  
The Tenderer shall abide by this Tender for a period of ninety (90) calendar days from the deadline for receipt of Tenders.
- (10) Safety and Health  
All works must be carried out in strict accordance with the Bermuda Occupational Safety and Health Act, 1982 and the Occupational Safety and Health Regulations of 2009.  
  
Alcohol, Smoke and Drug-Free Policy: All Government buildings and work sites are designated as alcohol, smoke and drug-free.
- (11) Tenderer's Responsibility & Clarification Questions  
11.1 It is the tenderer's responsibility to ensure that it completely understands the requirements and instructions set out in this Invitation to Tender. In the event that clarification is required, tenderers should submit questions via e-mail to Mr. Jeremy Burnham [jpburnham@gov.bm](mailto:jpburnham@gov.bm)  
  
**The deadline for submitting questions is 12:00 p.m. on Tuesday, 8<sup>th</sup> March 2016**  
11.2 Tenderers should seek to clarify any points of doubt or difficulty with the Government before submitting a Tender.  
11.3 Tenderers are encouraged to visit the sites of the said works.
- (12) Clarifications to Tender Documents  
12.1 Tenderers requiring clarifications of the Tender documents may notify the Ministry's Representative;  
  
By E-mail: [jpburnham@gov.bm](mailto:jpburnham@gov.bm)  
By Telephone: (441) 297-7963  
12.2 The Ministry's response, including a description of the enquiry but without identifying its source, will be sent to all Tenderers.



12.3 The Tenderer shall confirm receipt of each Addendum at the time of receipt of same.

(13) Insurance

The Tenderer shall submit evidence with its Tender, such as a copy of a certificate or a letter from its insurers, confirming Third Party Insurance has been retained for the amount shown in the Schedule to the Agreement and for the duration of the Works within seven (7) days of award of the contract and prior to commencement of work at the site.

(14) Evaluation and Comparison of Tenders

14.1 The tenders submitted will be evaluated in a two-stage process. During the preliminary stage, a determination will be made as to whether all requested information has been provided. A short list of potential contractors will be developed, and their tenders will be scored utilizing an evaluation matrix with the following evaluation criteria: (i) experience and capacity; (ii) financial analysis; and (iii) any previous work performed for the Government. Scores will be entered in to the evaluation matrix.

14.2 The tender assessment will take into consideration the submitted tender documents inclusive of each Tenderer's prices, schedule of rates, proposed methodology, qualifications, overall relevant experience in relation to this type of work, and the applicable qualifications of the team and each team member proposed to be used to undertake the work. The Government reserves the right to accept or reject any variations, deviations or alternative offers. Variations, deviations and alternative offers and other factors which are in excess of the requirement of the tendering documents or otherwise result in the accrual of unsolicited benefits to the Government shall not be taken into account in the tender evaluation.

14.3 To assist with this process, please provide the following information:-

- i. Details of up to three projects completed by your company which are similar to the works described.
- ii. Indicate the number of incidences that have occurred within the last five years where an employee has been injured on the job, if any. Please also indicate how much time such employees were off work because of the sustained injury (ies).
- iii. Provide three (3) references from prior clients. These may be in the form of written letters from the clients or contact information.
- iv. Provide a reference from your banking institution as to your standing with the bank. Please also indicate whether your company has filed for bankruptcy within the last two years or whether your company is currently insolvent.
- v. Proof of company payroll status and social insurance status.



- vi. Indicate whether your company provides apprenticeships/training positions. If no apprenticeship or training positions exist, indicate whether your company provides training to current employees.
- vii. Indicate the total number of employees working at your company and the number and percentage of Bermudian employees.
- viii. Indicate whether your company has an environmental policy and, if so, please provide a copy.
- ix. Indicate whether your company has a Safety and Health policy and, if so, please provide a copy.
- x. Provide a list of your company's principals on the provided form.
- xi. Indicate whether your company or its principals have participated in any business skills training either with the Bermuda Economic Development Corporation or otherwise.
- xii. The Certificate of Confirmation of Non-Collusion form must be signed and returned with contractor's response.

(15) Award of Contract

- 15.1 The Government will award the contract to the tenderer whose proposal has been determined to be substantially responsive to the tender documents and who, in the opinion of the Government, has offered the best proposal taking into consideration the price, the contractor's capability and available resources to carry out the contract effectively and the contractor's schedule. This may not be the lowest priced proposal received.
- 15.2 The Government does not bind itself to accept the lowest or any proposal and reserves the right to reject any proposal and to annul the tendering process and reject all tenders, at any time prior to award of contract, without thereby incurring any liability to the affected tenderer or tenderers, or being under any obligation to inform the affected tenderer or tenderers of the grounds for the Government's action.
- 15.3 The Government may declare the tender void when it is evident that there is a lack of competition or there has been collusion. All proposals may be rejected if substantially higher than the budget.
- 15.4 The Government of Bermuda shall run such searches as are necessary to determine the solvency of Tenderers. The contract shall not be let to any tenderer harboring debt to the Government, Tenderers shall be given the opportunity to settle any such debts during prior to award or to withdraw their tender.



(16) Notification of Award

- 16.1 Prior to the expiration of the period of tender validity prescribed in paragraph 6 of these instructions the Government will notify the successful tenderer by email and/or registered letter that its tender has been accepted. This letter (hereinafter and in the Conditions of Contract called "Letter of Acceptance") shall name the sum which the Government will pay to the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Amount")
- 16.2 The successful Tender together with the Letter of Acceptance will constitute the formation of a binding contract unless and until a formal agreement is executed.
- 16.3 Form of Contract  
The Conditions of Contract shall comprise the 'General Conditions', which form part of the 'Short Form of Contract' First Edition 1999 published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC), and the 'Particular Conditions', which include amendments and additions to the General Conditions.
- 16.4 The Government will promptly notify the unsuccessful tenderers in writing.

(17) Signing of Contract Agreement

- 17.1 At the same time that the Government notifies the successful tenderer(s) that its tender has been accepted, the Government will send the tenderer, the Form of Agreement provided in the tendering documents, incorporating all agreements between the parties.
- 17.2 Within 14 days of receipt of the Form of Agreement, the successful tenderer shall sign the Form and return it to the Government.

**End of Instructions to Tenderers**





## Appendix A

### GENERAL DIRECTIONS AND DESCRIPTION OF THE WORKS

#### **Installation of Marine Fenders, Heritage Wharf and King's Wharf, Royal Naval Dockyard, Bermuda**

1. General
  - 1.1. The Contractor is to provide all necessary labour, supervision, tools and equipment to complete the required work. This shall include but not be limited to the following:
    - 1.1.1. Collection of new fenders from Hamilton Docks and transportation to Royal Naval Dockyard, as follows:
      - 3 No. 5' x 14' including associated chains, shackles etc
      - 1 No. 6' x 26' including associated chains, shackles etc
    - 1.1.2 Any duty and applicable fees will be paid by the Government of Bermuda
    - 1.1.3 Installation of new fenders at Heritage Wharf and King's Wharf, as directed
    - 1.1.4 Investigate the condition of each chain bracket assemblies of new and existing marine fenders, 14 fenders total, carry out work required to secure the fittings and fenders.
    - 1.1.5 Removal of all fenders and fittings ahead of a hurricane, as directed by the Project Manager (Provisional Sum)
2. Safety
  - 2.1. All work shall be carried out in accordance with the current Health and Safety Legislation.
3. Method of Measurement
  - 3.1. A lump sum shall be submitted as indicated in the Form of Tender, to include items 1.1.1 to 1.1.3
  - 3.2. A provisional sum shall be submitted for item 1.1.4
4. Materials Arising
  - 4.1. Unless otherwise noted, all materials arising from the work shall become the property of the Contractor and shall be removed from the site for appropriate disposal in accordance with the requirements and guidelines of the Waste Management Section of the Ministry of Public Works.
5. Method Statement
  - 5.1. A Method Statement and schedule must accompany the returned tender.



GOVERNMENT OF BERMUDA

MINISTRY OF PUBLIC WORKS  
DEPARTMENT OF OPERATIONS AND ENGINEERING

# Part Two (2)

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**Form(s) of Tender**  
**Installation of Marine Fenders**  
**at**  
**Heritage Wharf and King's Wharf**  
**(as directed)**

**2/19/2016**

**NOTE: ALL BLANKS ARE TO BE FILLED IN BY THE CONTRACTOR AND  
ALL SHEETS FORM PART OF THE TENDER**



GOVERNMENT OF BERMUDA  
 Ministry of Public Works

**Department of Operations and Engineering**

**TENDER FORM**

(Note: all blanks are to be filled in by the Contractor and all sheets form part of the tender)

**INSTALLATION OF MARINE FENDERS  
 Heritage Wharf and King's Wharf,  
 Royal Naval Dockyard,  
 Bermuda**

**TO: PERMANENT SECRETARY, Ministry of Public Works**

Having examined the tender documents and visited the sites for the above work, we the undersigned, offer to undertake INSTALLATION OF MARINE FENDERS at the above LOCATIONS, in accordance with the terms and conditions outlined in the draft contract for the specification, please complete fully the table below.

**Tenders will only be accepted in respect of the entire scope of works and not on individual elements.**

**TO BE COMPLETED BY CONTRACTOR**

<b>Materials:</b>	\$
<b>Labour:</b>	\$
<b>Total Fixed Tender Lump Sum:</b>	\$
<b>Total Fixed Tender Lump Sum (words):</b>	\$
<b>Contract Period:</b>	
<b>Proposed Start Date:</b>	
<b>Proposed Completion Date:</b>	

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016  
 (Name)

\_\_\_\_\_  
 (Signature)

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

\_\_\_\_\_  
 (Address)  
 \_\_\_\_\_



GOVERNMENT OF BERMUDA  
Ministry of Public Works

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**Department of Operations and Engineering**

**TENDER FORM**

(Note: all blanks are to be filled in by the Contractor and all sheets form part of the tender)

**INSTALLATION OF MARINE FENDERS**

**Heritage Wharf and King's Wharf,  
Royal Naval Dockyard,  
Bermuda**

**PROVISIONAL SUM**

All provisional sums (in Bermuda dollars) are to be **inclusive of materials and related accessories, storage, transport, plant and equipment assembly, placement, access, overhead and profit.** These rates may be used for determining additions to, and deletions from, the contract sum.

1.0 Removal to storage area (Sally Port, Dockyard) and subsequent reinstatement. The client shall provide a minimum of 24 hours' notice.

1.1 Provisional Sum for 14 (Fourteen) fenders; \$ \_\_\_\_\_



GOVERNMENT OF BERMUDA  
Ministry of Public Works

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**Department of Operations and Engineering**

**INSTALLATION OF MARINE FENDERS  
Heritage Wharf and King's Wharf,  
Royal Naval Dockyard,  
Bermuda**

**TENDER FORM DECLARATION**

(Note: all blanks are to be filled in by the Contractor and all sheets form part of the tender)

General:

1. We declare that this tender is made without any connection, comparison of figures or arrangements with or knowledge of any other corporation, firm or person making a tender for the same work and is in all respects fair and without collusion or fraud.
2. We acknowledge that the Government is not bound to accept the lowest or any tender, and will not accept any late tender.
3. 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.
4. 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.
5. Having examined the Site, the Tender Documents and Addenda Nos. \_\_\_\_\_ inclusive for the execution of the above named Work we, the undersigned, offer to provide the Named Work in accordance with the **Instructions to Tenderers, Forms of Tender and related documents**, specification ..... (Herein called the *Tender Documents*).
6. 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*.
7. We confirm that our Tender shall remain open for acceptance by the Government of Bermuda for a period of ninety (90) **calendar days** from the date of this undertaking and shall be irrevocable during this period.

(Continues on next page)



GOVERNMENT OF BERMUDA  
Ministry of Public Works

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**Department of Operations and Engineering**

8. We understand that Government may accept/reject any tender it may receive.
9. We undertake to commence the work within **FOURTEEN (14) calendar days** of the date of the acceptance of this tender.
10. 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.
11. 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

(Name)

(Signature)

Duly authorized to sign tenders for and on behalf of: (Firm)



GOVERNMENT OF BERMUDA  
Ministry of Public Works

**Department of Operations and Engineering**

**CERTIFICATE OF CONFIRMATION OF NON-COLLUSION**

**Notes for the tenderer**

The essence of Open Tendering is that the Government of Bermuda shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle, each company that submits a tender will be required, by way of the signature of a duly authorized representative of the company, to confirm that the tender has been submitted without any form of collusion.

All tenderers must complete and sign a Certificate of Confirmation of Non-Collusion. Any tenders 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 tenderer 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 tenderer and/or any party involved in the matter.

Any tenderer that submits false information in response to a tender, and any other person or company involved in collusion, may be excluded from tendering for future contracts tendered by the Government of Bermuda.

**Confirmation of non-collusion**

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We confirm that we have not received any information, other than that contained within the tender pack, or supplementary information provided to all tenderers.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:

- (a) Communicating to a person other than the tender administrator the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance) or
- (b) Entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
- (c) Offering or agreeing to pay or give or paying any sum of money, inducement, gift /hospitality or valuable consideration directly or indirectly to any person in relation to this tender.

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

(2) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
For and on behalf of



GOVERNMENT OF BERMUDA  
Ministry of Public Works

**Department of Operations and Engineering**

**INSTALLATION OF MARINE FENDERS  
Heritage Wharf and King's Wharf,  
Royal Naval Dockyard,  
Bermuda**

**COMPANY PROFILE**

(Note: all blanks are to be filled in by the Contractor and all sheets form part of the tender)

This tender is submitted by the authorized representative of the company as indicated below:

Company's Legal Name \_\_\_\_\_

Physical address: \_\_\_\_\_

\_\_\_\_\_

Mailing address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

Name of Principal(s) and titles: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Firm's Payroll Tax Number: \_\_\_\_\_

Firm's Social Insurance Number: \_\_\_\_\_

Total Number of Staff Currently Employed: \_\_\_\_\_

Total Number of Bermudian Staff Currently Employed: \_\_\_\_\_

Total Number of Non- Bermudian Staff Currently Employed: \_\_\_\_\_





GOVERNMENT OF BERMUDA  
 Ministry of Public Works

**Department of Operations and Engineering**

**Sub-Contractors**

(Note: all blanks are to be filled in by the Contractor and all sheets form part of the tender)

In the event that we, the undersigned, are awarded the Contract for the work, we will employ the firms listed below as sub-contractors.

All sub-contractors shall be approved by the Government; such approvals being finalized prior to the award of the contract. The successful tenderer will not be permitted to change any sub-contractor without the Government's approval.

In the event that we employ a sub-contractor not approved by the Government, we will agree to immediately replace this sub-contractor with an approved sub-contractor. We will accept full responsibility for all damages and costs incurred by the Government (including, but not limited to, any and all costs relating to the discharging of liens brought on by any unapproved sub-contractor) as a result of employing an unapproved sub-contractor.

Trade	Sub-Contractor

The Bermuda Government is committed to having a sustainable workforce and therefore makes it a compulsory requirement for all Tenderers to provide a company profile of employees [the number and names of Bermudians and non-Bermudian employees, their job categories and information with respect to training that is provided for employees] with their tender for these works.

Employee Name	Bermudian Yes / No?	Job Category

Note: Continue on another page if necessary



GOVERNMENT OF BERMUDA  
Ministry of Public Works

**Department of Operations and Engineering**

**FORM OF TENDER (CONTINUATION)**

(Note: all blanks are to be filled in by the Contractor and all sheets form part of the tender)

**INSTALLATION OF MARINE FENDERS  
Heritage Wharf and King's Wharf,  
Royal Naval Dockyard,  
Bermuda**

Addenda Acknowledgement form

We confirm having completed all parts of this form; and received and complied with all addenda (if any) as follows:

Insert addenda # \_\_\_\_\_

**SIGNED:**  
(Signature) \_\_\_\_\_

(Block letters) \_\_\_\_\_

**ON BEHALF OF:**  
(Company) \_\_\_\_\_

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

\_\_\_\_\_

(Email) \_\_\_\_\_

(Contact #'s) (Telephone) \_\_\_\_\_

(Cell#) \_\_\_\_\_

DATE: \_\_\_\_\_



GOVERNMENT OF BERMUDA  
Ministry of Public Works

**Department of Operations and Engineering**

**FORM OF TENDER (CONTINUATION)**

(Note: all blanks are to be filled in by the Contractor and all sheets form part of the tender)

**Addenda Acknowledgement form**

**INSTALLATION OF MARINE FENDERS, Heritage Wharf and King’s Wharf,  
Royal Naval Dockyard, Bermuda**

We confirm having completed all parts of this form; and received and complied with all addenda (if any) as follows:

Insert addenda # \_\_\_\_\_

**SIGNED:**  
(Signature) \_\_\_\_\_

(Block letters) \_\_\_\_\_

**ON BEHALF OF:**  
(Company) \_\_\_\_\_

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

(Email) \_\_\_\_\_

(Contact #'s) (Telephone) \_\_\_\_\_

(Cell#) \_\_\_\_\_

DATE: \_\_\_\_\_



GOVERNMENT OF BERMUDA  
Ministry of Public Works

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**Department of Operations and Engineering**

**FORM OF TENDER (CONTINUATION)**

(Note: all blanks are to be filled in by the Contractor and all sheets form part of the tender)

**INSTALLATION OF MARINE FENDERS**

**Heritage Wharf and King's Wharf,  
Royal Naval Dockyard,  
Bermuda**

**Acknowledgement Letter for Standard Form of Agreement between  
Government & Contractor**

This is to certify that I, \_\_\_\_\_ (name), in the position of \_\_\_\_\_ hereby acknowledge that I am aware of the terms and conditions of the attached "FIDIC SHORT FORM OF CONTRACT AND PARTICULAR CONDITIONS

I acknowledge that the following documents have been provided in the Tender Package and at the date of this submission I have no issue with the terms and conditions of this agreement.

1. The Conditions of Contract shall comprise the 'General Conditions', which form part of the 'Short Form of Contract' First Edition 1999 published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC).
2. FIDIC the 'Particular Conditions', which include amendments and additions to the General Conditions.

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_



GOVERNMENT OF BERMUDA

MINISTRY OF PUBLIC WORKS  
DEPARTMENT OF OPERATIONS AND ENGINEERING

# Part Three (3)

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**Short Form of Contract**  
**Installation of Marine Fenders**  
**at**  
**Heritage Wharf and King's Wharf**  
**(as directed)**

**TO BE COMPLETED AND SIGNED AFTER TENDER HAS BEEN ACCEPTED**

**February 2017**



GOVERNMENT OF BERMUDA  
Ministry of Public Works

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## **Department of Operations and Engineering**

### **Table of Contents**

AGREEMENT

OFFER

ACCEPTANCE

APPENDIX

CONDITIONS OF CONTRACT

1.0 Short Form of Contract - GENERAL CONDITIONS

2.0 Short Form of Contract - PARTICULAR CONDITIONS

A. References from Clauses in the GENERAL CONDITIONS

B. Additional Clauses to be Added to the GENERAL CONDITIONS



GOVERNMENT OF BERMUDA  
Ministry of Public Works

**Department of Operations and Engineering**

**AGREEMENT**

The Employer is the Ministry of Public Works

The Contractor is \_\_\_\_\_

The Employer desires the execution of certain Works known as:

**Installation and Maintenance of Marine Fenders as described in the contract documents.**

**OFFER**

The Contractor has examined the documents listed in the Appendix which forms part of this Agreement and offers to execute the Works in conformity with the Contract for the sum of (in words) \_\_\_\_\_

(in figures) \_\_\_\_\_

Or such other sum as may be ascertained under the Contract.

This offer, of which the Contractor has submitted two signed originals, may be accepted by the Employer by signing and returning one original of this document to the Contractor before (insert date) \_\_\_\_\_

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

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

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

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

**ACCEPTANCE**

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



GOVERNMENT OF BERMUDA  
Ministry of Public Works

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**Department of Operations and Engineering**

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

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

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





GOVERNMENT OF BERMUDA  
 Ministry of Public Works

**Department of Operations and Engineering**

**APPENDIX**

This Appendix forms part of the Agreement.

[Note: with the exception of the items for which the Employer's requirements have been inserted, the Contractor shall complete the following information before submitting his offer.]

Sub-Clause	Item	Data
1	General Provisions	
1.1.1	Documents forming the Contract listed in order of priority (delete if not applicable)	Document Identification
	(a) The Agreement	
	(b) Letter of Acceptance	
	(c) Client's Request for Proposal	
	(d) Addenda	
	(e) Particular Conditions	
	(f) General Conditions	
	(g) The Drawings	
	(h) The Schedule of Unit Rates	
1.1.9	Time for Completion	60 days
1.4	Law of the Contract	Laws of Bermuda
1.5	Language	English
2	The Employer	
2.1	Provision of Site	On the Commencement Date



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Ministry of Public Works

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<b>Department of Operations and Engineering</b>		
Sub-Clause	Item	Data
3	Employer's Representatives	<u>Jeremy Burnham</u>
3.1	Authorised Person	Not applicable
3.2	Name and address of Employer's representative (if known)	Not applicable
4	The Contractor	
4.4	Performance Security (if any):	
4.4	Amount	<u>Not applicable</u>
4.4	Form	<u>Not applicable</u>
5	Design by Contractor	
5.1	Requirements for Contractor's design (if any)	<u>Not applicable</u>
9	Remedying Defects	
9.1	Period for notifying defects	<u>365 days calculated from the date stated in the notice under Sub-Clause 8.2</u>
10	Variation Procedure	
10.2	Day work rates	<u>Not Applicable</u>



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Ministry of Public Works

<b>Department of Operations and Engineering</b>		
Sub-Clause	Item	Data
11	Valuation of the Works	
11.1	Lump sum price	(details)
11.1	Lump sum price with schedules of rates	Not applicable (details)
11.1	Lump sum price with bill of quantities	Not applicable (details)
11.1	Remeasurement with tender bill of quantities	Not applicable (details)
11.1	Cost reimbursable	Not applicable (details)
11.2	Percentage of value of Materials and Plant	Materials 80%
		Plant 90%
11.3	Percentage of retention	10%
11.5	Period for notifying defects	Not applicable calculated from the date stated in the notice under Sub-Clause 8.2
11.7	Currency of payment	Bermuda Dollars
11.8	Rate of interest	0 % per annum
14	Insurances	
14.1(a)	The Works, Materials, Plant and fees	The sum stated in the Agreement plus 15% Full replacement cost for equipment listed in the Schedule of Unit Rates
14.1(a)	Contractor's Equipment	
14.1(b)	Third party injury to persons and damage to property	\$ 1,000,000.00
14.1(c)	Workers	\$ 1,000,000.00
	Other Cover	
	Exclusions	None



GOVERNMENT OF BERMUDA  
Ministry of Public Works

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**Department of Operations and Engineering**

15	Arbitration	
15.3	Rules	Bermuda Arbitration Act 1986 In accordance with the Bermuda Arbitration Act 1986
15.3	Appointing authority	Bermuda Arbitration Act 1986
15.3	Place of Arbitration	Bermuda



GOVERNMENT OF BERMUDA  
Ministry of Public Works

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## **Department of Operations and Engineering**

### 1.0 Short Form of Contract - GENERAL CONDITIONS

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The conditions of contract are the **Conditions of Contract for the Short Form of Contract, First Edition 1999**, published by the Federation Internationale des Ingenieurs-Conseils (FIDIC). *See attached*

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



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Ministry of Public Works

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**Department of Operations and Engineering**

Insert FIDIC here



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Ministry of Public Works

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**Department of Operations and Engineering**

**2.0 Short Form of Contract - 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.



GOVERNMENT OF BERMUDA  
Ministry of Public Works

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**Department of Operations and Engineering**

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

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**2.0 The Employer**

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**2.1 Approval by Other Authorities** This clause is deleted in its entirety, and replaced with:

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

**2.2 Work Permits**

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

**4.0 The Contractor**

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Add the following clauses;

**4.5 Facilities**

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The Contractor shall make his own arrangements for all local accommodation he may require for offices, yards, stores, labour, etc., all buildings and all services in connection therewith which are required for the efficient execution of the Works. The Contractor shall pay proper regard to the prevention of obstruction of public roads and walkways and the avoidance of nuisance to the public and to residents.

**4.6 Electricity, Water and Gas**

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The Contractor shall be responsible for the provision of all, power water and other services that he may require for the Works and shall pay and bear all costs associated therewith.

**4.7 Protection of Utilities**

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GOVERNMENT OF BERMUDA  
Ministry of Public Works

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### **Department of Operations and Engineering**

The Contractor shall carry out the Works so that there is the minimum of interruption to the supply of water, telephone, electricity and other services through existing mains and services. Work involving interference with existing works of any kind shall only be carried out with the permission of and during such times and in such a manner as are agreed in writing by the Engineer or competent Authority.

#### **4.8 Reporting of Errors**

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The Contractor shall examine and compare the Contract Documents and shall report any errors, inconsistencies, or omissions he may find to the Engineer immediately.

#### **4.9 Damage to Persons and Property**

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The Contractor shall, immediately on occurrence of any incident involving loss or injury at or about the Site, or in connection with the execution of the Works, report such incident to the Engineer or the Engineer's Representative. The Contractor shall also report such incident to the appropriate Authority whenever such report is required by Law.

#### **4.10 Rates, Wages, Hours and Conditions of Labour**

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The Contractor shall pay to all Foremen, Craftsmen, and Labourers not less than the rates of wages for the various Foremen, Craftsmen, and Labourers that prevail in Bermuda, and comply with such requirements relating to hours of work and conditions of labour as are or may be laid down from time to time by the Laws of Bermuda.

#### **4.11 Facilities for Staff and Labour**

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The Contractor shall provide such accommodation and amenities as he may consider necessary for all his expatriate staff and labour, employed for the purposes of or in connection with the Contract.

The Contractor shall comply with all local statutes and regulations and any amendments thereto with regard to the health and safety of his employees and others, and shall provide adequate latrines for his workers on the Site to conform with the requirements of the Department of Health.

#### **4.12 Display of Notices**

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The Contractor shall post notices to inform the workers of their conditions of work in conspicuous places at the establishments and work places concerned.

#### **4.13 Alcoholic Liquor and Drugs**

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GOVERNMENT OF BERMUDA  
Ministry of Public Works

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### **Department of Operations and Engineering**

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinance and Government Regulations or Orders for the time being in force, import, sell, give, barter, or otherwise dispose of any alcoholic liquor, or drugs, or permit, or suffer any such importation, sale, gift, barter, or disposal by his sub-contractors, agents, or employees.

#### **4.14 Arms and Ammunition**

The Contractor shall not give, barter, or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same aforesaid.

#### **4.15 Festivals and Religious Festivals**

The Contractor shall in all dealings with labour in his employment have due regard to all recognised festivals, public holidays, days of rest, and religious or other customs.

#### **4.16 Epidemics**

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders, and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

#### **4.17 Supply of Drinking Water**

The Contractor shall so far as is reasonably practicable having regard to local conditions provide on the site, to the satisfaction of the Engineer's Representative, an adequate supply of drinking water and other water for the use of the Contractor's staff and work people.

### **15.0 Resolution of Disputes**

#### **15.1 Adjudication**

This clause is deleted in its entirety.

#### **15.2 Notice of Dissatisfaction**

This clause is deleted in its entirety and replaced by:

If a dispute arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Engineer, a notice of dissatisfaction shall be issued by either Party to the other Party. Where such notice is given both Parties shall attempt to settle the dispute amicably before the



GOVERNMENT OF BERMUDA

Ministry of Public Works

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### **Department of Operations and Engineering**

commencement of arbitration. However, unless both Parties agree otherwise, arbitration may be commenced on or after the fifty-sixth day after the day on which notice of dissatisfaction was given, even if no attempt at an amicable settlement has been made.

#### **15.3 Arbitration**

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This clause is deleted in its entirety and replaced by:

Unless settled amicably, any dispute shall be finally settled by arbitration, unless otherwise agreed by both Parties:

- a. the dispute shall be finally settled in accordance with the Bermuda Arbitration Act 1986
- b. the dispute shall be settled by arbitrators appointed in accordance with the said Act, and
- c. the arbitration shall be conducted in the English language.

The arbitrator(s) shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute. Nothing shall disqualify the Engineer from being called as a witness and giving evidence before the arbitrator(s) on any matter whatsoever relevant to the dispute.

Neither Party shall be limited in the proceedings before the arbitrator(s) to the evidence nor did arguments previously put before the Engineer to obtain his decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction. Any decision of the Engineer shall be admissible in evidence in the arbitration.

Arbitration may be commenced prior to or after completion of the Works, by mutual agreement. The obligations of the Parties and the Engineer shall not be altered by reason of any arbitration being conducted during the progress of the Works.



GOVERNMENT OF BERMUDA  
Ministry of Public Works

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**Department of Operations and Engineering**  
**B. Additional Clauses to be added to the GENERAL CONDITIONS**

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**16.0 Arithmetical Accuracy of Proposal**

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The Employer accepts no responsibility for the arithmetical or other accuracy of the Contractor's Proposal. Should it transpire after the Agreement has been executed that there are arithmetical mistakes in the accepted Proposal which would have increased or decreased the total amount of the Proposal had such mistakes not been made, the items affected will be paid for in accordance with the actual measurements of Services performed and with the unit prices inserted against the said items.

**17.0 Taxation**

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The Contractor shall be required to pay Bermudian Taxes on all Contractor's Equipment (except as described in the Fifth Schedule, Section 2 of the Customs Tariff Act 1970) materials and other things of whatsoever nature brought into Bermuda for the purpose of Contract.

**18.0 Bribery**

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

**19.0 Debt Recovery**

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The Employer shall be entitled upon a certificate in writing of the Engineer to deduct the amounts so certified from any monies or otherwise due to the Contractor under this or any other contract or to recover the said amounts as a debt due or partly the one and partly the other as the Employer shall deem advisable.

**20.0 Strikes and Lock-Outs**

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The Contractor shall forthwith notify the Engineer of the commencing of any strike or lock-out and the Engineer on account of any delay caused thereby may, after consultation with the Employer, grant such extension of time as he considers reasonable without prejudice to the right of the Employer to exercise after the expiration of such reasonable extension of time the rights and powers under these Conditions in case of default by the Contractor.



GOVERNMENT OF BERMUDA

Ministry of Public Works

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## **Department of Operations and Engineering**

### **21.0 Members and Staff of Employer and Engineer not Personally Liable**

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Neither the members nor the staff of the Employer or the Engineer shall be in any way personally bound or liable for the acts or obligations of the Contractor 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.

### **22.0 Details to be Confidential**

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The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity or disclosure for the purpose of the Contract the same shall be referred to the decision of the Employer whose award shall be final.

### **23.0 Rights and Remedies Not Waived**

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In no event shall the making by the Employer of any payment to the Contractor constitute or be construed as a waiver by the Employer of any breach of Contract, or any default which may then exist, on the part of the Contractor, and the making of any such payment by the Employer while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Employer in respect of such breach or default.

### **24.0 Patents**

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

The Employer 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 Contractor in connection with the Project and for no other purpose or project.