

Annex A



GOVERNMENT OF BERMUDA

MINOR WORKS CONTRACT

THIS MINOR WORKS CONTRACT (“**Contract**”) is made the ____ day of _____ 20__ (the “**Effective Date**”)

BY AND BETWEEN:

- (1) The Government of Bermuda as represented by the Department as set out in Schedule 1, hereinafter referred to as the “**Government**”, “**we**”, “**our**” or “**us**”; and
- (2) The supplier of services under this Contract, whose name and contact details are set out in Schedule 1 to this Contract and is hereinafter referred to as the “**Contractor**” or “**you**”.

The Government and you are individually referred to as a “**party**” and collectively as the “**parties**”.

This Contract, consisting of Schedule 1, Schedule 2 and these General Terms and Conditions, sets out the terms and conditions upon which you will provide services to the Government.

IN WITNESS WHEREOF, the parties, or their authorised representative, have read and agree to the terms and conditions of this Contract on the Effective Date.

SIGNED by a duly authorised officer for and on behalf of the Government	Signature:
	Print Name:
	Title:
SIGNED by the Contractor	Signature:
	Print Name:
	Title:

**SCHEDULE 1**

This schedule is incorporated into the Contract. Capitalised terms used but not defined in the schedules will have the meanings given to them in the General Terms and Conditions. If a term in this schedule conflicts with a term in the General Terms and Conditions, the provisions of this schedule will prevail to the extent to resolve such conflict.

1. The Government

Ministry:			
Department:			
Address:			
Government Contact:			
Tel No.:		Mobile No.:	
Email address:			

2. Specific Conditions

Contractor Name:			
Address:			
Tel number:		Mobile No.:	
Email address:			
Commencement Date:			
Completion Date:			
Termination Notice Period:		30 days	
Hourly Fee payable in arrears:		BMD\$	
Liquidated daily damages as a result of delay:		BMD\$100.00 TBD	
Retention % and retention period:		Five % per cent up until substantial completion 2.5% after substantial warranty during 12 month warranty period	
Payroll Tax #:		Social Insurance No.:	
Insurance Coverage:		As per Appendix D(E) of the RFP. Replacement cost to the value of \$500,000	

3. Description of Work

See Statement of Work in Schedule 2.

4. Equipment & Health and Safety



- 4.1 You shall provide the provision all equipment, tools, plant, scaffolding etc. that is necessary for the completion and proper execution of the Work (“**Equipment**”). All Equipment is to be in good condition and safe to operate.
- 4.2 You shall not in the course of the Work use any Equipment belonging to us without our prior written consent. Such consent shall not operate as a warranty as to the fitness of such Equipment for the purpose of the Work, and shall be used at your full risk. In addition, you shall confine your representatives and Equipment as directed by the Project Manager or us.
- 4.3 Health, Safety & Welfare: You shall follow the current Health and Safety Legislation and Health & Safety Regulations and you shall at all times keep the site free of debris to the satisfaction of the Project Manager.

5. **Retention and Payment Schedule**

- 5.1 Retention: a % of the Fee, as set out in this schedule, will be retained by us for a period as set out in this schedule after substantial completion of the Work as a remedy of any latent defects due to workmanship which appear during this period.
- 5.2 Interval Payments: You shall be paid by us in monthly intervals, in arrears, for the Work, subject to terms and conditions of this Contract, which include interval payments during the provision of the Work.
- 5.3 Final Payment: Final payment, being the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the work has been completed, the maintenance period has expired, latent defects have been repaired, and the Contractor has performed to the reasonable satisfaction of the Project Manager.

6. **Security and Access**

- 6.1 You shall include for and be solely responsible for the protection and safety of the works, Equipment, public, invitees and occupants, during progress of the Work.
- 6.2 You shall confine any person providing Work on your behalf and Equipment to the area directed by the Project Manager and you shall limit your access to the means agreed and shall be responsible for maintaining the original condition of the existing area where Work is provided.

7. **Fire Precautions**

You must take all reasonable precautions to prevent the outbreak of fire. This requirement does not relieve you of your statutory obligation and for taking other reasonable precautions to minimize risk.



SCHEDULE 2

Statement of Work

As per contract drawings B-0346-24

As per General requirements

As per contractor's pricing document



GENERAL TERMS AND CONDITIONS

IN CONSIDERATION of the premises and mutual promises in this Contract, including Schedule 1 and schedule 2, the parties, intending to be legally bound, agree as follows:

1. Provision of Works

- (a) You, and any person providing work on your behalf, shall perform work and related service for us (“**Work**”) promptly in accordance with and subject to this Contract, which consist of Schedule 1, Schedule 2 and these General Terms and Conditions. There is no guarantee of any volume of Work whatsoever.
- (b) In the event of inconsistency between Schedule 1 and these General Terms and Conditions, the order of precedence to resolve any such inconsistency shall be as follows: (i) General Terms and Conditions; (i) Schedule 1; and (iii) Schedule 2.
- (c) You are responsible for the overall management, oversight and administration of the Work in order to complete your obligations under this Contract. You recognize that providing Work outside of regular business hours may be necessary in order to fulfill your obligations and responsibilities without additional compensation of any kind.
- (d) If it becomes apparent that the Work will not be completed by the Completion Date for reasons beyond your control, then you shall notify our project manager responsible for the Work (“**Project Manager**”) who shall make, in writing, such extension of time for completion as is reasonable.
- (e) Liquidated Damages: If the Work is not substantially completed by the Completion Date then you shall pay us liquidated damages at the rate set out in Schedule 1.

- (f) Substantial Completion: The Project Manager shall certify the date when in his opinion the Work is substantially complete.
- (g) This Contract shall not in any way prevent you from performing similar types of service for others.
- (h) While on our premises you, and any person providing Work on your behalf, will comply with all our policies, procedures, rules or other instructions (“**Rules**”), including Rules for security for information technology (“**IT**”); and health and safety, as notified and you and any person providing Work on your behalf, and you, and any person providing Work on your behalf, will provide the Work in a professional and safe manner. You shall notify us if you become aware of any breaches in IT security or health and safety violations. We may require your personnel with access to premises or IT systems to sign a confidentiality undertaking.
- (i) You agree to abide by any other written instructions or information we may provide to you.

2. Representation and Warranty

You represent and warrant that:

- (a) you and any other person engaged by you, will perform all activities relating to the Work, in strict accordance with the terms and conditions of this Contract, in order to meet our needs;
- (b) you are appropriately skilled, experienced, willing and able and, if appropriate, you will use appropriately skilled and experienced personnel in the provision of the Work and your personnel shall not cause any nuisance, trespass or detriment to us during the term of this Contract;



- (c) all qualifications, rights, permits, licenses, immigration approvals or authorizations (“**Consents**”) necessary for the provision of a Work have been obtained and such Consents shall be maintained at all times while providing a Work;
- (d) the Work is to be provided in accordance with all applicable laws, rules, regulations, policies and our instructions, including but not limited to, not binding us in any agreement or arrangement with a third party, without our prior written approval and you will not hold yourself out as being able to bind us with any third party;
- (e) you have the right to license all intellectual property rights in any software used to provide the Work;
- (f) you are fully satisfied as to the scope and nature of your obligations under this Contract and you have the authority to enter into, and perform, the Work.
3. **Sub-contractors:** You shall not subcontract, outsource or otherwise engage a person (“**sub-contractor**”), under this Contract, without our prior written consent. All sub-contractors are subject to our prior due diligence and written approval. You are responsible for all acts, errors or omissions of any sub-contractor providing Work and for ensuring compliance with the requirements and obligations under this Contract and you are responsible and liable to pay any sub-contractor.
4. **Contact, Inspection and Acceptance of Works**
- (a) The Project Manager, or his delegate, shall be your contact during the term of this Contract.
- (b) We shall at all times retain the right to inspect and accept or reject the Work provided by you.
- (c) All workmanship and materials as specified in the drawings, documents, plans, technical or financial data (“**Documents**”) shall be to the sole satisfaction of the Project Manager who may reject any workmanship or materials which is, in the Project Manager’s opinion, unsatisfactory for the purpose intended or which are not in accordance with the specifications or Documents.
- (d) You shall make any required corrections to the Work promptly, at no additional charge and return a revised copy of the written work product to us within seven (7) days of notification or a later date, if extended by us. Your failure to proceed with reasonable promptness to make necessary corrections to the Work shall be a default. If your corrected performance or written product remains unacceptable, we may terminate this Contract, reduce the Fee and/or reject the hours submitted in connection with such service to reflect the reduced value of Work received.
5. **Fee and Invoicing Terms**
- (a) We shall pay you the gross fee in Bermuda Dollars, in arrears, in accordance with Schedule 1 (the “**Fee**”), for the Work, subject to and in accordance with, this Contract. The Work, the Fee, payable in progress payments, retention and other specific conditions are set out in Schedule 1. The Fee has been calculated to take account of payroll tax and social insurance contributions that, as a non-employee, you are required to pay in full.
- (b) We shall pay by direct transfer into your bank account. It is your responsibility to inform us of your current contact and bank details in order that we can contact and make payment to you.
- (c) You will only be paid the Fee for the time that you provide the Work. For the avoidance of doubt, you will not be paid during any time that you do not provide Work or if you provide additional service



which have not been prior approved, in writing from the Project Manager or an authorised public officer. In addition, you will not be paid for public holidays and in the event that you provide Work on a public holiday or provide additional service without prior written approval, such amounts will not be paid or if paid, will be deducted from the Fee, unless otherwise agreed in writing.

- (d) We shall pay the Fee and/or undisputed invoices thirty (30) days in arrears. We may dispute an invoice within thirty (30) days of receipt, however, we reserve the right to dispute payments, made on an invoice at any time if we suspect fraud or willful misconduct on your part (“**Faults**”). In the event that any **Faults** are discovered in relation to payments made to you, we reserve the right to recover such payments from you, at your cost, which shall include all legal and collection fees and expenses or to set off any disputed amounts against unpaid invoices.
- (e) You shall provide a monthly invoice to us, itemizing the time spent and details involved in providing the Work.
- (f) Your failure to submit a proper invoice in a timely manner may result in a delay in payment to you. You agree that we are not responsible, nor will we be liable to you or under law or equity for any interest or expenses that you may incur resulting from any delays in payment caused by your failure to comply with your obligations under this Contract.
- (g) The Fee will be subject to deductions by law in the event that you have not registered as a consultant with the relevant Government department.
- (h) The Fee will be subject to further deductions for the following reasons:

- (i) if you have not delivered the Work or any part of the Work, in a prompt or satisfactory manner. In the event that the unsatisfactory performance continues for at least five (5) days, we may suspend the Work or reduce payment of the Fee or may seek performance from another supplier of similar service at your Expense, at no liability to us;
 - (ii) where there has been a mistake of payment made to you;
 - (iii) where we have suffered loss by your failure to follow instructions or exercise due diligence;
 - (iv) if you cause damage to Government property, the value of replacement or repair of the damaged property (including damage to software) shall be deducted from the Fee;
 - (v) if you leave or terminate this Contract without giving the required notice, the value of the Fee for the notice period may be deducted;
 - (vi) overpayments or advances of payment taken in excess of the Fee.
- (i) Except for the Fee and any approved Expenses, no other amounts are payable by us to you. We may set off any amounts owed by you to us against any Fees or Expenses.
 - (j) Without prejudice to section 5a., we reserve the right to refuse to pay an invoice in the event that the invoice is presented six (6) months after the time when it should have been presented for payment.

6. Expenses and Taxes

- (a) You, and any person providing Work on your behalf, are not allowed to incur charges and/or expenses, including legal expenses, (“**Expenses**”) associated with the provision of the Work without having received prior written consent from us.



(b) You shall be responsible to register with the appropriate department of the Government in order to pay for all taxes associated with the provision of Work, including but not limited to, payroll tax and social insurance contributions (“Taxes”) and you consent to us deducting due or outstanding Taxes from the Fee on your behalf, at our sole option. Your payroll tax and social insurance numbers shall be as set out in Schedule 1.

(c) In the event that we have not made deductions on your behalf, you shall provide us with written proof of payment of amounts due such as any Taxes and all other receivables, prior to you receiving your final payment. In the event that you do not provide written proof, we shall have the right to deduct any outstanding amounts owed to us, including any Taxes, from final payment of the Fee.

7. Indemnity, Limitation of Liability, Insurance and Force Majeure

(a) You shall indemnify, keep indemnified and defend us, against all costs and expenses (including reasonable legal expenses), claims, damage (including damage to software and equipment), loss or expenses arising from any breach by you, or any person engaged by you, as a result of providing the Work. We may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

(b) Without prejudice to our obligation to pay the Fee, we shall not be liable to you under this Contract for any loss of profits, loss of business or other losses of opportunity to make a profit, whether foreseeable, unforeseeable, foreseen or unforeseen. Nothing in this Contract shall exclude or limit liability against, among other matters, wrongful use of Information (as defined below); fraud;

willful misconduct or any liability which cannot be lawfully limited or excluded.

(c) Without limiting the provisions of this Section, each party’s maximum aggregate liability, for all claims in connection with this Contract or the performance thereof arising during its entire term shall be limited to the Fee paid to you under this Contract for up to the one (1) month period immediately preceding the date the on which the latest claim first arose, save for any claims by us against an Insurance Policy.

(d) If required by us, you shall ensure that you have in place an insurance policy which has full and comprehensive insurance including professional liability (“Insurance Policy”) in respect of the provision of the Works in the minimum amounts and on the terms set forth in Schedule 1 or such other amounts as may be required by us.

(e) Unless we agree otherwise:

(i) you shall ensure that the Insurance Policy is taken out with reputable insurers acceptable to us and that the level of cover and other terms of insurance are acceptable to and agreed by us;

(ii) you shall supply to us on request copies of such Insurance Policy and evidence that the relevant premiums have been paid and notify us of any other issues relating to the Insurance Policy; and

(iii) you shall promptly notify our insurers of our interest and shall cause such interest to be noted on the Insurance Policy together with a provision to the effect that, if any claim is brought or made by us against you in respect of which you would be entitled to receive indemnity under any of the Insurance Policy, the relevant insurer



- will indemnify us directly against such claim and any charges, costs and expenses in respect of such claim. If the relevant insurer does not so indemnify us, you shall use all insurance monies received by you to indemnify us in respect of any claim and shall make good any deficiency from your own resources.
- (f) Neither of the parties shall be liable to the other for failure or delay to perform obligations under this Contract to the extent that this is caused by flood, fire, epidemic or pandemic or other event beyond either parties reasonable control, not caused by its own act or negligent omission (“**force majeure**”) but each party shall use its best endeavours to perform its obligations notwithstanding the force majeure event.

8. Confidentiality, License, Intellectual Property and Non-Publicity

- (a) Each party must ensure that all must ensure that all information or data including this Contract, documents, plans, technical or financial data or other materials and each of their corresponding copyright or intellectual property in the course of providing the Work and other information provided to either party, where you, and any person providing Work on your behalf, should reasonably understand the confidential nature of that information not in the public domain (“**Information**”) is protected against unauthorized access, use, storage, copying or disclosure. Each party acknowledges that unauthorized disclosure of any Information could be unlawful.
- (b) Each party will comply with either party’s instructions if it has access to personal data as a result of providing the Service.
- (c) Each party may disclose information

related to this Agreement to its personnel, contractors, consultants and professional advisors, on a ‘*need to know*’ basis as required for the performance of the Service.

- (a) You may disclose Information to your advisors on a “*need to know*” basis as required for the performance of Work.
- (b) If either party fails to abide by the confidentiality provisions at any time, then such failure shall constitute a material breach of this Contract and either party shall pay the other party the equivalent of the Fee paid to you for a three (3) month period as liquidated damages, in addition to any attorney’s fees and costs of enforcement. You, and anyone acting on your behalf, shall be jointly and severally liable to us under this section.
- (c) Each party grants to the other and the other party accepts, a non-exclusive, non-transferable, royalty-free license for either party to use all proprietary rights, including intellectual property or copyright, whether registered or unregistered, and any third party licences of such rights, whether created before or after this Contract only to the extent necessary to provide the Work.
- (d) You agree that all documents and other works, including their respective intellectual property rights created in full or in part by you or anyone engaged by you for a Work (“**Documents**”), shall be owned by us and we may change the Documents without your consent. Notwithstanding the foregoing, you and us may agree in writing that certain identified Document’s or designated intellectual property rights will remain with you. You shall execute further agreements or documents as we may request to give full effect to this section.



- (e) You may not use the Government's name or logo for any publicity or marketing purposes.

9. Term and Termination

- (a) This Contract shall be effective on the Effective Date. The term for the provision of a Work shall start from the Commencement Date and end on the Completion Date ("Term"), as set out in the Schedule 1, unless terminated earlier in accordance with its terms.
- (b) Either party may terminate the Work or this Contract, in part or in whole, during the Term, upon prior written notice, without cause, in accordance with the termination notice period as set out in Schedule 1.
- (c) You shall not provide additional Work in the event of notification of termination of this Contract, however, in the event that a Work is being provided to us beyond the Completion Date, the terms and conditions of this Contract shall continue on a day-to-day basis terminable, without cause, upon twenty (24) hours prior written notice by either party to the other.
- (d) Either party may immediately terminate this Contract if the other party commits a material breach of this Contract, which is not remedied within thirty (30) days of notice by the other party informing them of breach, or an irremediable breach, if the other party becomes insolvent or if the other party's performance is affected by a force majeure event which lasts thirty (30) days or more.
- (e) Either party may terminate this Contract by giving the other party prior written notice in accordance with Schedule 1 or immediately if, where applicable, either party becomes insolvent or chooses to discontinue its business or loses its Consent. In the event of immediate termination of this Contract, all Fees due

and payable shall be paid promptly to you, subject to this Contract.

- (f) Upon expiry or termination of this Agreement, each party shall provide the other with such assistance as may be reasonably necessary in order to end the relationship in a manner which causes the least inconvenience to each other, including assisting with the transfer of data in an accessible and readable format to be agreed prior to any such transfer and returning all Government property.
- (g) The expiry or termination of this Contract in any manner shall not release you from any liability or responsibility with respect to any representation or warranty. Sections related to limitation of liability, indemnification, non-disclosure of confidential information and intellectual property shall survive the expiry or termination of this Contract.

10. General

- (a) This Contract is effective on the Effective Date. Where this Contract refers to past or current obligations, this Contract applies retrospectively from that date. Amendments to this Contract shall be made in writing and signed by each party.
- (b) This Contract supersedes, extinguishes and replaces all previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral including whether in invoices, emails or otherwise between the parties relating to the Work and is the complete agreement between the parties.
- (c) You will be an independent contractor and nothing in this Contract shall render you an employee, worker, agent or partner of the Government and you shall not hold yourself out as such. As a result of providing the Work under this



Contract, you shall not be entitled to additional compensation other than the Fee, including, but not limited to: unemployment insurance or benefits, health or dental insurance, pension benefits, disability benefits and professional liability insurance and/or deductibles.

- (d) You may not assign or transfer any rights or obligations under this Contract (for example assigning or factoring invoices) without our prior written consent. Any such transfer by you in breach of this section shall be void and be an irremediable material breach of this Contract. We may transfer our rights and obligations under this Contract without notice or consent.
- (e) Waiver of any breach of this Contract must be in writing to be effective and shall not be a waiver of any subsequent breach, nor shall it be a waiver of the underlying obligation.
- (f) Neither the presentation nor payment or non-payment of an invoice shall constitute a settlement of a dispute, an accord and satisfaction, a remedy of account stated, or otherwise waive or affect the rights of the parties hereunder.
- (g) Should any court determine that any provision of this Contract is not enforceable, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable.
- (h) All actions, claims or demands against us must be commenced in court within one (1) year after the cause of action has accrued, or the action, claim or demand is barred, time being of the essence.
- (i) You consent to us processing data relating to you for legal, personal, administrative and management purposes and in particular to the processing of any

sensitive personal data relating to you, as appropriate. We may make such information available to our advisers, payroll administrators, regulatory authorities, potential or future employers and governmental or quasi-governmental organizations including those outside of Bermuda.

11. Governance

- (a) You shall inform us promptly of all known or anticipated material problems relevant to delivery of the Work. You shall notify us immediately if you have any actual or potential conflict of interest which could give rise to a conflict of interest or a potential conflict of interest to us or which might affect your ability to provide the Work. If there is any doubt as to whether there is an actual or potential conflict of interest, we shall have sole discretion in this regard and any such decision related to a conflict of interest shall be final.
- (b) You agree to provide us (and, if we request in writing, our auditors and competent regulatory authorities) with full information on the provision and delivery of the Work in an open and cooperative way and attend meetings with us to discuss the Work and this Contract.
- (c) You shall provide details of all persons with an ownership stake in the Contractor (if a company), which shall include persons who are your direct shareholders as well as person who are shareholders of other companies in which you hold an ownership stake.
- (d) Such statement shall be provided at least annually or if there is any change in your interests.

12. Anti-Corruption

- (a) You represent, warrant and covenant that, in connection with activities performed under this Contract or on our



behalf, you have 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 a Government Official, or to secure or influence discretionary action, inaction or a decision of a Government Official(s). For purposes of this Contract, 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 of the Government, or any immediate family member of such persons.

- (b) You represent, warrant, and covenant that you have complied and will comply with *The Bribery Act 2016* and all other applicable laws of any relevant jurisdiction in connection with the performance of your obligations under this Contract. Without limiting the generality of the foregoing, you represent, warrant, and covenant that you have not and will not take any action that would cause the Government, or anyone acting on its behalf to violate or be subjected to penalties under *The Bribery Act 2016*, or the applicable anti-corruption laws of other countries.
- (c) You acknowledge and agree that in the event that we believe, in good faith, that you have breached this section, we shall have the right to immediately terminate

this Contract and any or all other agreements that we may have with you.

13. Governing law

This Contract is subject to and construed in accordance with, Bermuda law. You and the Government submit to the exclusive jurisdiction of the Bermuda courts in relation to this Contract. You must send any notices relating to this Contract to us at the contact details as set in Schedule 1.