



Ministry of Public Works and Environment

Department of Works and Engineering

Request for Quotations

For

Operation & Maintenance of Tynes Bay Seawater Treatment Facility

Request for Quotations No.: **25-10-405**

Issued: **Monday November 17, 2025**

Submission Deadline: **Friday January 02, 2026 03:00:00 PM Bermuda local time**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Respondents

This Request for Quotations (the “RFQ”) is an invitation by the Government of Bermuda (the “Government”) to prospective respondents to submit non-binding quotations for **Operation & Maintenance of Tynes Bay Seawater Treatment Facility**, as further described in Section A of the RFQ Particulars (Appendix D) (the “Deliverables”).

The Government of Bermuda as represented by the Ministry of Public Works and Environment is requesting proposals for the Operation, Maintenance and Repair of the Tynes Bay Seawater Treatment Facility and its adjacent ancillary facilities (herein after referred to as the *Affected Property*).

The *Affected Property* at 56 North Shore Road, Devonshire, was completed in two phases to have the ability to produce 680,000 imperial gallons per day of Potable Drinking Water from seawater. The seawater is extracted from three well head pumping stations adjacent to the property. The *Affected Property* is operated on-demand as directed by the Ministry based on public demand on the water distribution system. The *Affected Property* is powered by the Tynes Bay Waste-to-Energy Facility, and there is also a backup generator on site.

1.2 RFQ Contact

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

Mr. J. Tarik Christopher at email tjchristopher@gov.bm

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Government, other than the RFQ Contact, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent’s quotation.

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

Mr. J. Tarik Christopher at email tjchristopher@gov.bm

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

1.3 Type of Contract for Deliverables

The selected respondent will be requested to enter into a contract for the provision of the Deliverables on the terms and conditions set out in the Form of Agreement (Appendix A) (the “Agreement”). It is the Government’s intention to enter into a contract with only one (1) legal entity. The term of the contract is to be for a period of 5 years, with an option in favour of the Government to extend the contract terms and conditions acceptable to the Government and the selected respondent for an additional term of up to 3 years.

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

1.4 RFQ Timetable

1.4.1 Key Dates

Issue Date of RFQ	Monday November 17, 2025
Pre-Bid / Site Meeting	Wednesday November 26, 2025 10:00 AM
Deadline for Questions	Friday December 12, 2025
Deadline for Issuing Addenda	Wednesday December 17, 2025
Submission Deadline	Friday January 02, 2026 03:00:00 PM
Rectification Period	5 business days
Anticipated Execution of Agreement	Wednesday April 01, 2026

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

1.4.2 Site Visit / Pre-Bid Meeting

A recommended site tour will be held on Wednesday November 26th at 10am AST at the following location: Tynes Bay Seawater Desalination Plant, 56 North Shore Road, Devonshire

The above location will be the initial meeting point. The site visit(s) will be conducted during the regular business hours of 9:00 am to 3:00 pm in order to become familiar with conditions that may affect the proposed work.

All proponents or their official representative(s) attending the site meetings are responsible for their own cost and it is required that they to attend the site so they are fully acquainted with existing conditions and limitations.

The proponent or their official representative must register their presence with the RFQ Contact, at the start stating the name of the company they represent, their email address, and phone number.

The purpose of the meeting will be to visually review the site conditions, clarify issues and to answer questions on any matter that may be raised. For Security reasons no video of the plant is permitted and bidders are advised to send a representative in person. Minutes of the site meeting will be circulated to all registered bidders following the site meeting

Proponents are responsible to have a copy of the RFQ documents and for making their own notations during the site visit(s).

Any modification of the RFQ documents that may become necessary as a result of the site visit(s) will be made thru an addendum.

1.5 Submission of Quotations

1.5.1 Quotations to be Submitted at Prescribed Location

Interested parties are invited to respond to this RFQ by submitting a response to the Ministry of Public Works, Head Office (hand-delivered, regular mail or email submissions are acceptable) located at:

Ministry of Public Works, Head Office
3rd Floor General Post Office Building,
56 Church Street,
Hamilton Bermuda

IMPORTANT: ALL HARD COPY SUBMITALS MUST BE PLACED IN THE TENDER BOX IN THE RECEPTION AREA OF THE MINISTRY OF PUBLIC WORKS

Responses should be labelled “**Request for Quotations For Operation & Maintenance of Tynes Bay Seawater Treatment Facility**” and include a statement of interest and information as requested in the description of requirements and output.

Electronic mail (E-Mail) submissions are accepted at publicworkstenders@gov.bm.

If documents are larger than ten (10) MB, please send them within a zip file.

In the subject line of the email, please state “**Request for Quotations For Operation & Maintenance of Tynes Bay Seawater Treatment Facility**”. Please ensure to send a copy of your proposal in Adobe or equivalent PDF format.

1.5.2 Quotations to be Submitted on Time

Quotations must be submitted at the location set out above on or before the Submission Deadline. Quotations submitted after the Submission Deadline will be rejected. Onus and responsibility rest solely with the respondent to deliver its quotation to the exact location (including floor, if applicable) indicated in the RFQ on or before the Submission Deadline. The Government does not accept any responsibility for submissions delivered to any other location by the Respondent or its delivery agents. Respondents are advised to make submissions well before the deadline. Respondents making submissions near the deadline do so at their own risk.

1.5.3 Quotations to be Submitted in Prescribed Format

Respondents shall submit 1 original signed hard copies of their quotation or one (1) electronic copy (e-copy) in Adobe PDF format. If both a hard copy and e-copy of the quotation is submitted and there is a conflict or inconsistency between the hard copy and the e-copy of the quotation, the hard copy of the quotation will prevail.

The original and all copies of the quotation shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the respondent. This authorization shall consist of a written authorization and shall be attached to the Submission Form included in (Appendix B). The name and position held by each person signing the authorization must be typed or printed below the signature. An Electronic Record of Signature will be accepted in the submission only in accordance with the requirements laid out in the *Electronic Transactions Act 1999*. Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the quotation.

Quotations should be submitted in a sealed package and prominently marked with the RFQ title and number (see RFQ cover) and will not be opened until Friday January 02, 2026 03:00:00 PM. The full legal name and return address of the respondent should be marked on the package as well.

1.5.4 Amendment of Quotations

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

1.5.5 Withdrawal of Quotations

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

[End of Part 1]

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

The Government will conduct the evaluation of quotations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

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

2.3 Stage II – Evaluation

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

2.3.1 Mandatory Technical Requirements

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

2.3.2 Rated Criteria

The Government will evaluate each qualified quotation on the basis of the rated criteria as set out in Section F of the RFQ Particulars (Appendix D).

2.4 Stage III – Pricing

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

2.5 Selection of Top-Ranked Respondent

After the completion of Stage III, all scores from Stage II and Stage III will be added together and respondents will be ranked based on their total scores. Subject to the process rules contained in the Terms and Conditions of the RFQ Process (Part 3), the top-ranked respondent will be invited to enter into the Agreement in accordance with Part 3. In the event of a tie, the selected respondent will be the respondent selected by way of the lowest price. The selected respondent will be notified in writing and will be expected to satisfy any applicable conditions of this RFQ, including the pre-conditions of award listed in Section E of the RFQ Particulars (Appendix D), and enter into the Agreement within the timeframe specified in the selection notice. Failure to do so

may result in the disqualification of the respondent and the selection of another respondent or the cancellation of the RFQ.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS

3.1 General Information and Instructions

3.1.1 Respondents to Follow Instructions

Respondents should structure their quotations in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response made in a quotation should reference the applicable section numbers of this RFQ.

3.1.2 Quotations in English

All quotations must be written in the English language only.

3.1.3 No Incorporation by Reference

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

3.1.4 References and Past Performance

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

3.1.5 Information in RFQ Only an Estimate

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

3.1.6 Respondents to Bear Their Own Costs

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

3.1.7 Quotation to be Retained by the Government

The Government will not return the quotation or any accompanying documentation submitted by a respondent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

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

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

3.1.9 Equivalency

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

3.2 Communication after Issuance of RFQ

3.2.1 Respondents to Review RFQ

Respondents shall promptly examine all of the documents comprising this RFQ, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing by email to the RFQ Contact on or before the Deadline for Questions. All questions or comments submitted by respondents by email to the RFQ Contact shall be deemed to be received once the email has entered into the RFQ Contact's email inbox. No such communications are to be directed to anyone other than the RFQ Contact. The Government is under no obligation to provide additional information, and the Government shall not be responsible for any information provided by or obtained from any source other than the RFQ Contact. It is the responsibility of the respondent to seek clarification from the RFQ Contact on any matter it considers to be unclear. The Government shall not be responsible for any misunderstanding on the part of the respondent concerning this RFQ or its process.

3.2.2 All New Information to Respondents by Way of Addenda

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

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.2.4 Verify, Clarify and Supplement

When evaluating quotations, the Government may request further information from the respondent or third parties in order to verify, clarify or supplement the information provided in the respondent's quotation. This information may include, without limitation, clarification with respect to whether a quotation meets the mandatory technical requirements set out in Section C of the RFQ Particulars (Appendix D). The response received by the Government shall, if accepted by the Government, form an integral part of the respondent's quotation. The Government may revisit, re-evaluate and rescore the respondent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Respondents

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

3.3.2 Debriefing

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

3.3.3 Procurement Protest Procedure

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

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

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

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

compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

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

3.4.3 Disqualification for Prohibited Conduct

The Government may disqualify a respondent, rescind notice of selection or terminate a contract subsequently entered into if the Government determines that the respondent has engaged in any conduct prohibited by this RFQ.

3.4.4 Prohibited Respondent Communications

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

3.4.5 Respondent Not to Communicate with Media

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

3.4.6 No Lobbying

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

3.4.7 Illegal or Unethical Conduct

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

any action that would cause the Government or anyone acting on their behalf to violate or be subjected to penalties under *The Bribery Act 2016*, or the applicable anti-corruption laws of other countries.

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

3.4.8 Past Performance or Past Conduct

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

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

3.4.9 No Collusion

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

3.5 Confidential Information

3.5.1 Confidential Information of the Government

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

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

3.5.2 Confidential Information of Respondent

- (a) A respondent should identify any information in its quotation or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Government. The confidentiality of such information will be maintained by the Government, except as otherwise required by the Public Access to Information Act 2010 or by order of a court or tribunal.

- (b) Respondents are advised that their quotations will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Government to advise or assist with the RFQ process, including the evaluation of quotations. If a respondent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.
- (c) The respondent is responsible to ensure that they comply with the *Personal Information Protection Act 2016* ("PIPA"), related to any information in the respondent's custody, care or control.

3.6 Procurement Process Non-Binding

3.6.1 No Process Contract

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

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

3.6.2 No Contract until Execution of Written Agreement

This RFQ process is intended to solicit non-binding quotations for consideration by the Government and may result in an invitation by the Government to a respondent to enter into the Agreement. No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and the Government by this RFQ process until the execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

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

3.6.4 Cancellation

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

- (a) where no qualitatively or financially worthwhile offer has been received or there has been no valid response at all;

- (b) the economic or technical parameters of the project have changed fundamentally;
- (c) exceptional circumstances or force majeure render normal implementation of the project impossible;
- (d) all offers exceed the financial resources available, or are otherwise inconsistent with the principles of economy, efficiency and effectiveness; or
- (e) where irregularities require cancellation in the interest of fairness.

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

3.7 Governing Law and Interpretation

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

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

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

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

APPENDIX B – SUBMISSION FORM

1. Respondent Information

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

Respondent Contact Email:	
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2. Acknowledgment of Non-Binding Procurement Process

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

3. Ability to Provide Deliverables

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

4. Non-Binding Pricing

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

5. Addenda

The respondent is requested to confirm that it has received all addenda by listing the addenda numbers, _____ to _____ (if applicable) issued by the Government, or if no addenda were issued by the Government write the word “None”. The onus is on respondents to make any necessary amendments to their quotations based on the addenda. The respondent confirms it has read, received and complied with these addendums. Respondents who fail to complete this section will be deemed to have received all posted addenda.

6. No Prohibited Conduct

The respondent declares that it has not engaged in any conduct prohibited by this RFQ.

7. Conflict of Interest

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

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

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

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

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

8. Disclosure of Information

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

Signature of Witness

Signature of Respondent Representative

Name of Witness

Name of Respondent Representative

Title of Respondent Representative

Date

I have the authority to bind the respondent.

APPENDIX C – PRICING

1. Instructions on How to Provide Pricing

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

2. Evaluation of Pricing

Pricing is worth 25 percent of the total score.

Pricing must be evaluated after the completion of the Rated Criteria. The evaluation team lead will conduct this part of the evaluation process.

Points will be assigned to each proposal using the following formula:

Step 1 (bidder's bid – low bid price)/low bid price = % in excess of the low bid.

Step 2 Points available- (% in excess X Points Available) = points awarded.

For example, If the Lowest bid is 100,000 and BID B is \$150,000. Bid B is 50% higher than low bid and loses 50% of the available points. If 40 points are available the lowest bid receives 40 points Bid B receives 20 points. Bids exceeding the low bid price by 100% or more receive 0 price points.

In addition to any rights to verify, clarify and supplement,

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

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

3. Required Pricing Information

See Annex B Pricing

APPENDIX D – RFQ PARTICULARS

A. THE DELIVERABLES

Operation costs for 24hr continuous production

The service will operate under a NEC3 Term Service Contract (June 2005) (with amendments dated June 2013). Refer to **Annex C** Volume 1 - Part 1-Data provided by the *Employer*; and **Annex D** Service Information; and **Annex E** Service Level Table..

See Annex C - Volume 1 Contract Data

Equipment Maintenance

The service will operate under a NEC3 Term Service Contract (June 2005) (with amendments dated June 2013). Refer to **Annex C** Volume 1 - Part 1-Data provided by the *Employer*; and **Annex D** Service Information; and **Annex E** Service Level Table.

See Annex D - Volume 3 - Service Information

Contract Administration

The service will operate under a NEC3 Term Service Contract (June 2005) (with amendments dated June 2013). Refer to **Annex C** Volume 1 - Part 1-Data provided by the *Employer*; and **Annex D** Service Information; and **Annex E** Service Level Table.

Water Production Cost per 1000 Imperial Gallons

The service will operate under a NEC3 Term Service Contract (June 2005) (with amendments dated June 2006). Refer to **Annex C** Volume 1 - Part 1-Data provided by the *Employer*; and **Annex D** Service Information; and **Annex E** Service Level Table.

Provision of Equipment Procurement Services

Refer to **Annex D** Service Information SECTION 8

B. MATERIAL DISCLOSURES

1. Previous Maintenance Records

Specific operating and maintenance records will not be made available prior to the tender closing. Upon award of the contract the records will be made available to the successful bidder.

2. Safety and Health

All works must be carried out in strict accordance with the Bermuda Occupational Safety & Health Act, 1982 and Occupation 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.

3. Operating Hours

The operation of the Affected Property shall be subject variable water demand but can be expected to function 24 hrs per day seven days per week save for shutdowns necessary for required maintenance.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

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

2. Pricing (Appendix C)

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

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

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

4. Company Certificate of Incorporation

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

5. Other Mandatory Submission Requirements

Submission Requirements

TECHNICAL PROPOSAL NARRATIVE FORMAT

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below. Proposals shall not exceed twenty (20) pages in length (excluding letter of transmittal, resumes, title page(s), and index/table of contents, attachments or dividers). Information in excess of those allowed will not be evaluated/scored.

One page shall be interpreted as one side of a single-lined, typed, 8 1/2 X 11 piece of paper.

The proposal should be organised into the following sections and sequence:

*Cover Sheet - that identifies the organisation, provides contact information, date of submission and project name.

*Table of Contents

*Includes all Mandatory Submission Requirements Documents.

*Proposal Narrative (includes Sections A to E)

Section A – Describe the consultant's approach to the project, including an overview of the proposed plan for completing activities identified in this Request for Quotation (RFQ).

Section B – Provide a detailed work plan for completing project activities and producing project deliverables with specific action steps and a timetable for completion.

Section C – Discuss the proposed organization's structure for the project, the number and qualifications of personnel that the Respondent proposes to make available to complete the work, the manner in which they will be utilized, and how they will operate within the proposed organization structure; specify the amount of time each of the key personnel will commit to the project; provide resumes of key project staff, detailing their technical skills, experience, education, etc.; and identify all pertinent experience of personnel. Please provide the primary point of contact responsible for responding to client questions, concerns and directives.

Section D – Provide information on the organization's background, related experience, and financial condition; provide a brief history of the company and a listing of representative customers, including three references; describe the general range of products and services offered; and, while not required, identify any experience or knowledge that might relate the Government's programs.

Joint Venture Proposals

Proposals submitted by a joint venture of two or more firms as partners shall comply with the following requirements:

1. The proposal, and in the case of a successful proponent, the Form of Agreement shall be signed so as to be legally binding on all partners;
2. One of the partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
3. The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture, and the entire execution of the contract including payment shall be done exclusively with the partner in charge;
4. All partners of the joint venture shall be liable, jointly and severally, for the execution of the Contract in accordance with the Contract terms and a relevant statement to this effect shall be included in the authorization mentioned under point 2 above as well as in the Submission Form and the Form of Agreement (in the case of a successful Proponent); and
5. A copy of the joint venture agreement entered into, by the joint venture partners, shall be submitted with the proposal.

Knowledge & Expertise

Demonstrated Knowledge

The Proposal shall include the assigned project team's demonstrated knowledge of, expertise and experience with providing similar services and completing similar types of contracts.

Operational Plan

Work Plan

The Proposal shall include the proponent proposed approach to the implementation of the scope of work, broken out by tasks which demonstrate the proponent knowledge and understanding of the project and the constraints and challenges associated with performing the tasks outlined in the scope of work.

All proposals shall contain a detailed management plan for the required works. The management plan shall detail such items as:

- The Management Structure.
- Contingencies for problem solving.
- Quality Management System (QMS).
- Financial Control.
- An Environmental Management System (EMS) establishing the Respondents commitment to the protection of human life and safeguarding the natural environment during the course of its normal activities; and
- Health and Safety Program (HSP).

The Management Plan shall detail how the Respondent proposes to ensure that the service as detailed in these Tender Documents will be delivered to the Ministry. The Management Plan will form part of the Agreement, if the proposal is accepted.

See Annex F - Maintenance Schedule

Annex G - Local Benefits

All Respondents must include, with their proposal a completed Annex G (LOCAL BENEFITS) for the lead Company and any proposed Sub-Contractors using the Local Benefit Form - Social, Economic, and Environmental

Annex H – Company Profile

All Respondents must include, with their proposal a completed Annex H

D. MANDATORY TECHNICAL REQUIREMENTS

Operator Qualification Requirements

Key Managing Personnel are required to hold certificates of achievement, Reverse Osmosis specialist Certification or equivalent qualifications in treatment or desalination operations from a leading Industry Water Treatment Training Program. The Respondent must provide evidence of general membership in an international or national water treatment society or equivalent organization.

E. PRE-CONDITIONS OF AWARD

1. Financial Checks

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

F. RATED CRITERIA

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

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

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

# Category	Weighting (%)	Threshold
1 Pricing	25	N/A
2 Experience & Capability	35	25
3 References	10	N/A
4 Local Benefits	30	N/A
Total Points	100	

APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

Notes for the Respondent

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

All Respondents must complete and sign a Certificate of Confirmation of Non-Collusion. Any quotations 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 Respondent 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 Respondent and/or any party involved in the matter.

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

Confirmation of non-collusion

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

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 RFQ Contact the amount or approximate amount of my/our proposed quote (other than in confidence in order to obtain quotations necessary for the preparation of the quote for insurance);
- (b) entering into any agreement or arrangement with any other person that he shall refrain from competing or as to the amount of any quotation to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement, gift /hospitality or valuable consideration directly or indirectly to any person in relation to this procurement.

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

(1) _____ Title _____ Date _____

(2) _____ Title _____ Date _____

for and on behalf of _____



GOVERNMENT OF BERMUDA
Ministry of Public Works and Environment

Department of Works & Engineering

Annex A – NEC3 Term Service Contract

Table of Contents

Section

Page

[FORM OF](#)

No table of contents entries found.

Form of Agreement

This agreement is made on the First day of _____ between

Ministry of Public Works and Environment

Of PO Box HM 525, Hamilton, HM CX, Bermuda (the *Employer*) and

Of _____ (the *Contractor*)

The *Employer* wishes to have the following *service* provided:

The *Service* of **providing operation and maintenance Services for the Affected Property known as the Tyne's Bay Seawater Desalination Plant** to meet the demand level required by the *Employer*.

- The *Contractor* will provide the Service in accordance with the conditions of contract identified in the Contract Data and Service Information.
- The *Employer* will pay the *Contractor* the amount due and carry out his duties in accordance with the conditions of contract identified in the Contract Data.
- The documents forming this agreement are:
 1. Letter of Acceptance
 2. Form of Tender
 3. Price (Activity) Schedule
 4. Service Level Table
 5. Certificates of Non-Collusion
 6. Addenda
 7. Volume 1 Contract Data
 8. Volume 2 Conditions of Contract
 9. Volume 3 Service Information
 10. Contractor's Plan

Signed:

Position: _____

Name: _____

Duly authorized to sign proposals for and on behalf of:

(Employer)

Date: _____

Signed:

Name: _____

Position: _____

Duly authorized to sign proposals for and on behalf of:

(Contractor)

Date: _____

VOLUME 2
Conditions of Contract

NEC 3 term service contract
June 2005(amended 2013)

1 General

Actions

10

- 10.1 The *Employer*, the *Contractor* and the *Service Manager* shall act as stated in this Contract and in a spirit of mutual trust and co-operation.

Identified and defined terms

11

- 11.1 In these conditions of contract, terms identified in the Contract Data are in italics and defined terms have capital initials.

- 11.2 (1) The Accepted Plan is the plan identified in the Contract Data or is the latest plan accepted by the *Service Manager*. The latest plan accepted by the *Service Manager* supersedes previous Accepted Plans.

(2) Affected Property is property of the *Employer* or Others which is affected by the work of the *Contractor* or used by the *Contractor* in Providing the Service and which is identified in the Contract Data.

(3) The Contract Date is the date when this contract came into existence.

(4) A Defect is

- a part of the *service* which is not provided in accordance with the Service Information or
- a part of the *service* which is not in accordance with the applicable law or the Accepted Plan.

(5) Defined Cost is payments by the *Contractor* in Providing the Service for

- Operation of the *Affected Property*,
- Maintenance and repair of the *Affected Property*, and,
- Administrative costs for the Service Period

less Disallowed Cost.

(6) Disallowed Cost is cost which the *Service Manager* decides

- is not justified by the *Contractor's* accounts and records,
- should not have been paid to a Subcontractor or supplier in accordance with his contract,
- was incurred only because the *Contractor* did not
 - follow an acceptance or procurement procedure stated in the Service Information or
 - give an early warning which this contract required him to give

and the cost of

- Plant and Materials used to provide the Service after the first six(6) months of the Service Period,

- Plant and Materials not used to Provide the Service (after allowing for reasonable wastage) unless resulting from a change to the Service Information,
- resources not used to Provide the Service (after allowing for reasonable availability and utilisation) or not taken away when the *Service Manager* requested,
- events for which this contract requires the *Contractor* to insure and
- preparation for and conduct of an adjudication or proceedings of the *tribunal*

and amounts paid to the *Contractor* by insurers.

(7) Equipment is items provided by the *Contractor* and used by him to Provide the Service and which the Service Information does not require him to include in the Affected Property.

(8) The Fee is the sum of the amounts calculated by applying the *subcontracted fee percentage* to the Defined Cost of subcontracted work and the *direct fee percentage* to the Defined Cost of other work.

(9) Others are people or organisations who are not the *Employer*, the *Service Manager*, the *Adjudicator*, the *Contractor* or any employee, Subcontractor or supplier of the *Contractor*.

(10) The Parties are the *Employer* and the *Contractor*.

(11) Plant and Materials are items intended to be included in the Affected Property.

(12) The Price List is the *price list* unless later changed in accordance with this contract. :

(13) To Provide the Service means to do the work necessary to provide the *service* in accordance with this contract and all incidental work, services and actions which this contract requires.

(14) The Risk Register is a register of the risks which are listed in the Contract Data and the risks which the *Service Manager* or the *Contractor* has notified as an early warning matter. It includes a description of the risk and a description of the actions which are to be taken to avoid or reduce the risk.

(15) Service Information is information which either

- specifies and describes the *service* or
- states any constraints on how the *Contractor* Provides the Service

and is either

- in the documents which the Contract Data states it is in or
- in an instruction given in accordance with this contract.

(16) A Subcontractor is a person or organisation who has a contract with the *Contractor* to

- provide a part of the *service* or
- supply Plant and Materials which the person or organisation has wholly or partly designed specifically for the *service*.

(17) The Price for Services Provided to Date is the total of

- the Price for each lump sum item in the Price List which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

(20) A *Day* shall mean a calendar day.

Interpretation and the law

12

- 12.1 In this contract, except where the context shows otherwise, words in the singular also mean in the plural and the other way round and words in the masculine also mean in the feminine and neuter.
- 12.2 This contract is governed by the *law of the contract*.
- 12.3 No change to this contract, unless provided for by the *conditions of contract*, has effect unless it has been agreed, confirmed in writing and signed by the Parties.
- 12.4 This contract is the entire agreement between the Parties.

Communications

13

- 13.1 Each instruction, certificate, submission, proposal, record, acceptance, notification, reply and other communication which this contract requires is communicated in a form which can be read, copied and recorded. Writing is in the *language of this contract*.
- 13.2 A communication has effect when it is received at the last address notified by the recipient for receiving communications or if none is notified, at the address of the recipient stated in the Contract Data.
- 13.3 If this contract requires the *Service Manager* or the *Contractor* to reply to a communication, unless otherwise stated in this contract, he replies within the *period for reply*.

- 13.4 The *Service Manager* replies to a communication submitted or resubmitted to him by the *Contractor* for acceptance. If his reply is not acceptance, the *Service Manager* states his reasons and the *Contractor* resubmits the communication within the *period for reply* taking account of these reasons. A reason for withholding acceptance is that more information is needed in order to assess the *Contractor's* submission fully.
- 13.5 The *Service Manager* may extend the *period for reply* to a communication if the *Service Manager* and the *Contractor* agree to the extension before the reply is due. The *Service Manager* notifies the *Contractor* of the extension which has been agreed.
- 13.6 The *Service Manager* issues his certificates to the *Employer* and the *Contractor*.
- 13.7 A notification which this contract requires is communicated separately from other communications.
- 13.8 The *Service Manager* may withhold acceptance of a submission by the *Contractor*. Withholding acceptance for a reason stated in this contract is not a compensation event.

The Service Manager

14

- 14.1 The *Service Manager's* acceptance of a communication from the *Contractor* or of his work does not change the *Contractor's* responsibility to Provide the Service or his liability for his plan or his design.
- 14.2 The *Service Manager*, after notifying the *Contractor*, may delegate any of his actions and may cancel any delegation. A reference to an action of the *Service Manager* in this contract includes an action by his delegate.
- 14.3 The *Service Manager* may give an instruction to the *Contractor* which changes the Service Information.
- 14.4 The *Employer* may replace the *Service Manager* after he has notified the *Contractor* of the name of the replacement.

Employer provides right of access and things

15

- 15.1 The *Employer* provides the right of access for the *Contractor* to Affected Property as necessary for the work in this contract subject to any constraints stated in the Service Information.
- 15.2 The *Employer* provides things which he is to provide as stated in the Service Information.

Early warning

16

16.1 The *Service Manager* enters early warning matters in the Risk Register by notifying the *Contractor* as soon as either becomes aware of any matter which could

- increase the total of the Prices,
- interfere with the timing of the *service* or
- impair the effectiveness of the *service*.

The *Contractor* may give an early warning by notifying the *Service Manager* of any other matter which could increase his total cost. The *Service Manager* enters early warning matters in the Risk Register. Early warning of a matter for which a compensation event has previously been notified is not required.

16.2 Either the *Service Manager* or the *Contractor* may instruct the other to attend a risk reduction meeting. Each may instruct other people to attend if the other agrees.

16.3 At a risk reduction meeting, those who attend co-operate in

- making and considering proposals for how the effect of the registered risks can be avoided or reduced,
- seeking solutions that will bring advantage to all those who will be affected,
- deciding on the actions which will be taken and who, in accordance with this contract, will take them and
- deciding which risks *have* now been avoided or *have* passed and can be removed from the Risk Register.

16.4 The *Service Manager* revises the Risk Register to record the decisions made at each risk reduction meeting and issues the revised Risk Register to the *Contractor*. If a decision needs a change to the Service Information, the *Service Manager* instructs the change at the same time as he issues the revised Risk Register.

Ambiguities and inconsistencies

17

17.1 The *Service Manager* or the *Contractor* notifies the other as soon as either becomes aware of an ambiguity or inconsistency in or between the documents which are part of this contract. The *Service Manager* gives an instruction resolving the ambiguity or inconsistency.

Illegal and impossible requirements

18

18.1 The *Contractor* notifies the *Service Manager* as soon as he considers that the Service Information requires him to do anything which is illegal or

impossible If the *Service Manager* agrees, he *gives* an instruction to change the Service Information appropriately.

2 The *Contractor's* Main Responsibilities

Providing the Service 20

- 20.1 The *Contractor* Provides the Service in accordance with the Service Information.
- 20.2 In Providing the Service, the *Contractor* minimises the interference caused to the Affected Property and the activities taking place in it.
- 20.5 The *Contractor* prepares forecasts of the final total of the Prices for the whole of the Service in consultation with the *Service Manager* and submits them to the *Service Manager*. Forecasts are prepared at the intervals stated in the Contract Data from the *starting date* until the end of the *service period*. An explanation of the changes made since the previous forecast is submitted with each forecast.

The *Contractor's* plan 21

- 21.1 If a plan is not identified in the Contract Data, the *Contractor* submits a first plan to the *Service Manager* for acceptance within the period stated in the Contract Data.
- 21.2 The *Contractor* shows on each plan which he submits for acceptance
- the *starting date* and the end of the *service period*,
 - the order and timing of the work of the *Employer* and Others as last agreed with them by the *Contractor* or, if not so agreed, as stated in the Service Information,
 - provisions for
 - time risk allowances,
 - health and safety requirements and
 - the procedures set out in this contract,
 - the dates when, in order to Provide the Service in accordance with his plan, the *Contractor* will need
 - access to the Affected Property as stated in the Service Information,
 - acceptances,
 - Plant and Materials, equipment and other things to be provided by the *Employer* and

		• information from Others, • for each operation, a statement of how the <i>Contractor</i> plans to do the work identifying the principal Equipment and other resources which he plans to use and • other information which the Service Information requires the <i>Contractor</i> to show on a plan submitted for acceptance.
	21.3	Within two weeks of the <i>Contractor</i> submitting a plan to him for acceptance, the <i>Service Manager</i> either accepts the plan or notifies the <i>Contractor</i> of his reasons for not accepting it. A reason for not accepting a plan is that • the <i>Contractor's</i> plans which it shows are not practicable, • it does not show the information which this contract requires, • it does not represent the <i>Contractor's</i> plans realistically or • it does not comply with the Service Information.
	21.4	The <i>Contractor</i> provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance.
Revising the Contractor's plan	22	
	22.1	The <i>Contractor</i> submits a revised plan to the <i>Service Manager</i> for acceptance showing the effects of implemented compensation events and other changes. It is submitted • within the <i>period for reply</i> after the <i>Service Manager</i> has instructed him to and • when the <i>Contractor</i> chooses to.
Design of Equipment	23	
	23.1	The <i>Contractor</i> submits particulars of the design of an item of Equipment to the <i>Service Manager</i> for acceptance if the <i>Service Manager</i> instructs him to. A reason for not accepting is that the design of the item will not allow the <i>Contractor</i> to Provide the Service in accordance with • the Service Information, • the Accepted Plan or • the applicable law.
People	24	
	24.1	The <i>Contractor</i> either employs each key person named to do the job stated in the Contract Data or employs a replacement person who has been accepted by the <i>Service Manager</i>. The <i>Contractor</i> submits the name, relevant qualifications and experience of a proposed replacement person to the <i>Service Manager</i> for acceptance. A reason for not accepting the person is that his

relevant qualifications and experience are not as good as those of the person who is to be replaced.

- 24.2 The *Service Manager* may, having stated his reasons, instruct the *Contractor* to remove an employee. The *Contractor* then arranges that, after one day, the employee has no further connection with the work included in this contract.

Working with the *Employer* and Others

- 25.1 The *Contractor* co-operates with Others in obtaining and providing information which they need in connection with the *service*. He co-operates with Others and shares the Affected Property with them as stated in the Service Information.
- 25.2 The *Employer* and the *Contractor* provide facilities and other things as stated in the Service Information. Any cost incurred by the *Employer* as a result of the *Contractor* not providing the facilities and other things he is to provide is assessed by the *Service Manager* and paid by the *Contractor*.

Subcontracting

- 26.1 If the *Contractor* subcontracts work, he is responsible for Providing the Service as if he had not subcontracted. This contract applies as if a Subcontractor's employees and equipment were the *Contractor's*.
- 26.2 The *Contractor* submits the name of each proposed Subcontractor to the *Service Manager* for acceptance. A reason for not accepting the Subcontractor is that his appointment will not allow the *Contractor* to Provide the Service. The *Contractor* does not appoint a proposed Subcontractor until the *Service Manager* has accepted him.
- 26.3 The *Contractor* submits the proposed conditions of contract for each subcontract to the *Service Manager* for acceptance unless
- an NEC contract is proposed or
 - the *Service Manager* has agreed that no submission is required.

The *Contractor* does not appoint a Subcontractor on the proposed subcontract conditions submitted until the *Service Manager* has accepted them. A reason for not accepting them is that

- they will not allow the *Contractor* to Provide the Service or
- they do not include a statement that the parties to the subcontract shall act in a spirit of mutual trust and co-operation.

Other responsibilities

27

- 27.1 The *Contractor* obtains approval from Others where necessary.
- 27.2 The *Contractor* provides access to work being done and to Plant and Materials being stored for this contract for the *Service Manager* and Others notified to him by the *Service Manager*.
- 27.3 The *Contractor* obeys an instruction which is in accordance with this contract and is given to him by the *Service Manager*.
- 27.4 The *Contractor* acts in accordance with the health and safety requirement: stated in the Service Information.

3 Time

Starting and the service period

30

- 30.1 The *Contractor* does not start work until the *starting date* and Provides the Service throughout the *service period*.

Access

31

- 31.1 The *Employer* allows the *Contractor* access to the Affected Property as shown on the Accepted Plan.

Instruction to stop or not to start work

32

- 32.2 The *Service Manager* may instruct the *Contractor* to stop or not to start any work and may later instruct him that he may re-start or start it.

4 Testing and Defects

Tests and inspections

40

- 40.1 The sub-clauses in this clause only apply to tests and inspections required by the Service Information or the applicable law.
- 40.2 The *Contractor* and the *Employer* provide materials, facilities and samples for tests and inspections as stated in the Service Information.

- 40.3 The *Contractor* and the *Service Manager* each notifies the other of each of his tests and inspections before it starts and afterwards notifies the other of its results. The *Contractor* notifies the *Service Manager* in time for a test or inspection to be arranged and done before doing work which would obstruct the test or inspection. The *Service Manager* may watch any test done by the *Contractor*.
- 40.4 If a test or inspection shows that any work has a Defect, the *Contractor* repeats the work if possible and the test or inspection is repeated.
- 40.5 The *Service Manager* does his tests and inspections without causing unnecessary delay to the work.
- 40.6 The *Service Manager* assesses the cost incurred by the *Employer* in repeating a test or inspection after a Defect is found. The *Contractor* pays the amount assessed.

Testing and inspection before delivery

41

- 41.1 The *Contractor* does not deliver those Plant and Materials which the Service Information states are to be tested or inspected before delivery until the *Service Manager* has notified the *Contractor* that they have passed the test or inspection.

Correcting Defects

42

- 42.1 The *Contractor* corrects Defects within a time which minimises the adverse effect on the *Employer* or Others. If the *Contractor* does not correct a Defect within the time required by this contract, the *Service Manager* assesses the cost to the *Employer* of having the Defect corrected by other people and the *Contractor* pays this amount.
- 42.2 The *Service Manager* arranges for the *Employer* to allow the *Contractor* access if it is needed for correcting a Defect.

Accepting Defects 43

- 43.1 The *Contractor* and the *Service Manager* may each propose to the other that the Service Information should be changed so that a Defect does not have to be corrected. If the *Contractor* and the *Service Manager* are prepared to consider the change, the *Contractor* submits a quotation for reduced Prices to the *Service Manager* for acceptance. If the *Service Manager* accepts the quotation, he gives an instruction to change the Service Information and the Prices accordingly.

5 Payment

Assessing the amount due

50

50.1 The *Service Manager* assesses the amount due at each assessment date. The first assessment date is decided by the *Service Manager* to suit the procedures of the Parties and is not later than the assessment interval after the *starting date*. Later assessment dates occur at the end of each assessment interval until four weeks after the end of the service period.

50.2 The amount due is

- the Price for Services Provided to Date,
- plus other amounts to be paid to the *Contractor*,
- less amounts to be paid by or retained from the *Contractor*.

Any tax which the law requires the *Employer* to pay to the *Contractor* is included in the amount due.

50.3 If no plan is identified in the Contract Data, one quarter of the Price for Services Provided to Date is retained in assessments of the amount due until the *Contractor* has submitted a first plan to the *Service Manager* for acceptance showing the information which this contract requires.

50.4 In assessing the amount due, the *Service Manager* considers any application for payment the *Contractor* has submitted on or before the assessment date. The *Service Manager* gives the *Contractor* details of how the amount due has been assessed.

50.5 The *Service Manager* corrects any wrongly assessed amount due in a later payment certificate.

Payment

51

51.1 The *Service Manager* certifies a payment within one week of each assessment date. The first payment is the amount due. Other payments are the change in the amount due since the last payment certificate. A payment is made by the *Contractor* to the *Employer*- if the change reduces the amount

due. Other payments are made by the *Employer* to the *Contractor*. Payments are in the *currency* of *this contract* unless otherwise stated in this contract.

51.2 Each certified payment is made within three weeks of the assessment date or, if a different period is stated in the Contract Data, within the period stated. If a certified payment is late, or if a payment is late because the *Service Manager* does not issue a certificate which he should issue, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made.

51.3 If an amount due is corrected in a later certificate either

- by the *Service Manager* in relation to a mistake or a compensation event or
- following a decision of the *Adjudicator* or the *tribunal*,

interest on the correcting amount is paid. Interest is assessed from the date when the incorrect amount is paid. Interest is assessed from the date when the incorrect amount was certified until the date when the correcting amount is certified and is included in the assessment which includes the correcting amount.

51.4 Interest is calculated on a daily basis at the *interest rate* and is compounded annually.

Defined Cost 52

52.1 All the *Contractor's* costs which are not included in the Defined Cost are treated as included in the Fee. Amounts included in the Defined Cost are at open market or competitively tendered prices with deductions for all discounts, rebates and taxes which can be recovered.

The Price List 54

54.1 Information in the Price List is not Service Information.

54.2 If the *Contractor* changes a planned method of working at his discretion so that the item descriptions on the Price List do not relate to the operations on the Accepted Plan, he submits a revision of the Price List to the *Service Manager* for acceptance.

54.3 A reason for not accepting a revision of the Price List is that

- it does not comply with the Accepted Plan,

- any changed Prices are not reasonably distributed between the items in the Price List or
- the total of the Prices is changed.

6 Compensation Events

Compensation Events 60

60.1 The following are compensation events.

(1) The *Service Manager* gives an instruction changing the Service Information except

- a change made in order to accept a Defect or
- a change to the Service Information provided by the *Contractor* for his plan which is made either at his request or to comply with other Service Information provided by the *Employer*.

(2) The *Employer* does not provide the right of access to the Affected Property in accordance with the Accepted Plan.

(3) The *Employer* does not provide something which he is to provide as stated in the Service Information in accordance with the Accepted Plan.

(4) The *Service Manager* gives an instruction to stop or not to start any work.

(5) The *Employer* or Others do not work in accordance with the Accepted Plan or within the conditions stated in the Service Information.

(6) The *Service Manager* does not reply to a communication from the *Contractor* within the period required by this contract.

(7) The *Service Manager* changes a decision which he has previously communicated to the *Contractor*.

(8) The *Service Manager* withholds an acceptance (other than acceptance of a quotation for not correcting a Defect) for a reason not stated in this contract.

(9) A test or inspection done by the *Service Manager* causes unnecessary delay.

(10) A change to the Affected Property other than a change as a result of Providing the Service.

(11) The *Employer* does not provide materials, facilities and samples for tests and inspections as stated in the Service Information.

(12) An event which is an *Employer's* risk in this contract.

(13) The *Service Manager* notifies a correction to an assumption which he has stated about a compensation event.

(14) A breach of contract by the *Employer* which is not one of the other compensation events in this contract.

**Notifying
compensation
events**

61

61.1 For compensation events which arise from the *Service Manager* giving an instruction or changing an earlier decision, the *Service Manager* notifies the *Contractor* of the compensation event at the time of giving the instruction or changing the earlier decision. He also instructs the *Contractor* to submit quotations, unless the event arises from a fault of the *Contractor* or quotations have already been submitted. The *Contractor* puts the instruction or changed decision into effect.

61.2 The *Service Manager* may instruct the *Contractor* to submit quotations for a proposed instruction or a proposed changed decision. The *Contractor* does not put a proposed instruction or a proposed changed decision into effect.

61.3 The *Contractor* notifies the *Service Manager* of an event which has happened or which he expects to happen as a compensation event if

- the *Contractor* believes that the event is a compensation event, and
- the *Service Manager* has not notified the event to the *Contractor*.

If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices unless the *Service Manager* should have notified the event to the *Contractor* but did not.

61.4 If the *Service Manager* decides that an event notified by the *Contractor*

- arises from a fault of the *Contractor*,
- has not happened and is not expected to happen,
- has no effect upon Defined Cost or
- is not one of the compensation events stated in this contract

he notifies the *Contractor* of his decision that the Prices are not to be changed. If the *Service Manager* decides otherwise, he notifies the *Contractor* accordingly and instructs him to submit quotations.

If the *Service Manager* does not notify his decision to the *Contractor* within either

- one week of the *Contractor's* notification or
- a longer period to which the *Contractor* has agreed,

the *Contractor* may notify the *Service Manager* to this effect. A failure by the *Service Manager* to reply within two weeks of this notification is treated as acceptance by the *Service Manager* that the event is a compensation event and an instruction to submit quotations.

61.5 If the *Service Manager* decides that the *Contractor* did not give an early warning of the event which an experienced contractor could have given, he notifies this decision to the *Contractor* when he instructs him to submit quotations.

61.6 If the *Service Manager* decides that the effects of a compensation event are too uncertain to be forecast reasonably, he states assumptions about the event in his instruction to the *Contractor* to submit quotations. Assessment of the event is based on these assumptions. If any of them is later found to have been wrong, the *Service Manager* notifies a correction.

61.7 A compensation event is not notified after the end of the service period.

Quotations for compensation events

62

62.1 After discussing with the *Contractor* different ways of dealing with the compensation event which are practicable, the *Service Manager* may instruct the *Contractor* to submit alternative quotations. The *Contractor* submits the required quotations to the *Service Manager* and may submit quotations for other methods of dealing with the compensation event which he considers practicable.

62.2 Quotations for compensation events comprise proposed changes to the Prices assessed by the *Contractor*. The *Contractor* submits details of his assessment with each quotation. If the plan for remaining work is altered by the compensation event, the *Contractor* includes the alterations to the Accepted Plan in his quotation.

62.3 The *Contractor* submits quotations within three weeks of being instructed to do so by the *Service Manager*. The *Service Manager* replies within two weeks of the submission. His reply is

- an instruction to submit a revised quotation,
- an acceptance of a quotation,

- a notification that a proposed instruction will not be given or a proposed changed decision will not be made or
- a notification that he will be making his own assessment.

62.4 The *Service Manager* instructs the *Contractor* to submit a revised quotation only after explaining his reasons for doing so to the *Contractor*. The *Contractor* submits the revised quotation within three weeks of being instructed to do so.

62.5 The *Service Manager* extends the time allowed for

- the *Contractor* to submit quotations for a compensation event and
- the *Service Manager* to reply to a quotation

if the *Service Manager* and the *Contractor* agree to the extension before the submission or reply is due. The *Service Manager* notifies the extension that has been agreed to the *Contractor*.

62.6 If the *Service Manager* does not reply to a quotation within the time allowed, the *Contractor* may notify the *Service Manager* to this effect. If the *Contractor* submitted more than one quotation for the compensation event, he states in his notification which quotation he proposes is to be accepted. If the *Service Manager* does not reply to the notification within two weeks, and unless the quotation is for a proposed instruction or a proposed changed decision, the *Contractor's* notification is treated as acceptance of the quotation by the *Service Manager*.

Assessing compensation events

63

63.1 For a compensation event which only affects the quantities of work shown in the Price List, the change to the Prices is assessed by multiplying the changed quantities of work by the appropriate rates in the Price List.

63.2 For other compensation events, the changes to the Prices are assessed as the effect of the compensation event upon

- the actual Defined Cost of the work already done,
- the forecast Defined Cost of the work not yet done and
- the resulting Fee.

The date when the *Service Manager* instructed or should have instructed the *Contractor* to submit quotations divides the work already done from the work not yet done.

Effects on the Defined Cost are assessed separately for

- people who are employed by the *Contractor*,

- Plant and Materials,
- work subcontracted by the *Contractor* and
- Equipment.

The *Contractor* shows how each of these effects is built up in each quotation for a compensation event.

- 63.3 If the *Service Manager* and the *Contractor* agree, rates and Prices in the Price List may be used as a basis for assessment instead of Defined Cost and the resulting Fee.
- 63.4 If the effect of a compensation event is to reduce the total Defined Cost, the Prices are not reduced except as stated in this contract.
- 63.5 The rights of the *Employer* and the *Contractor* to changes to the Prices are their only rights in respect of a compensation event.
- 63.6 If the *Service Manager* has notified the *Contractor* of his decision that the *Contractor* did not give an early warning of a compensation event which an experienced contractor could have given, the event is assessed as if the *Contractor* had given early warning.
- 63.7 Assessment of the effect of a compensation event includes risk allowances for cost for matters which have a significant chance of occurring and are at the *Contractor's* risk under this contract.
- 63.8 Assessments are based upon the assumptions that the *Contractor* reacts competently and promptly to the compensation event, that any Defined Cost due to the event is reasonably incurred and that the Accepted Plan can be changed.
- 63.9 A compensation event which is an instruction to change the Service Information in order to resolve an ambiguity or inconsistency is assessed as if the Prices were for the interpretation most favourable to the Party which did not provide the Service Information.
- 63.10 If the effect of a compensation event is to reduce the total Defined Cost and the event is
- a change to the Service Information or
 - a correction of an assumption stated by the *Service Manager* for assessing an earlier compensation event,
- the Prices are reduced.
- 63.12 Assessments for changed Prices for compensation events are in the form of changes to the Price List.

**The Service
Manager's
assessment**

64

64.1 The *Service Manager* assesses a compensation event

- if the *Contractor* has not submitted a quotation and details of his assessment within the time allowed,
- if the *Service Manager* decides that the *Contractor* has not assessed the compensation event correctly in a quotation and he does not instruct the *Contractor* to submit a revised quotation,
- if, when the *Contractor* submits quotations for a compensation event, he has not submitted a plan or alterations to a plan which this contract requires him to submit or
- if, when the *Contractor* submits quotations for a compensation event, the *Service Manager* has not accepted the *Contractor's* latest plan for one of the reasons stated in this contract.

64.2 The *Service Manager* notifies the *Contractor* of his assessment of a compensation event and gives him details of it within the period allowed for the *Contractor's* submission of his quotation for the same event. This period starts when the need for the *Service Manager's* assessment becomes apparent.

64.3 If the *Service Manager* does not assess a compensation event within the time allowed, the *Contractor* may notify the *Service Manager* to this effect. If the *Contractor* submitted more than one quotation for the compensation event, he states in his notification which quotation he proposes is to be accepted. If the *Service Manager* does not reply within two weeks of this notification the notification is treated as acceptance of the *Contractor's* quotation by the *Service Manager*.

**Implementing
compensation
events**

65

65.1 A compensation event is implemented when

- the *Service Manager* notifies his acceptance of the *Contractor's* quotation,
- the *Service Manager* notifies the *Contractor* of his own assessment or
- a *Contractor's* quotation is treated as having been accepted by the *Service Manager*.

65.2 The assessment of a compensation event is not revised if a forecast upon which it is based is shown by later recorded information to have been wrong.

65.3 The changes to the Price List are included in the notification implementing a compensation event.

7 Use of equipment, Plant and Materials

The Parties' use of equipment, Plant and Materials 70

- 70.1 The *Contractor* has the right to use equipment, Plant and Materials provided by the *Employer* only to Provide the Service.
- 70.2 At the end of the service period the *Contractor*
- returns to the *Employer*, equipment and surplus Plant and Materials provided by the *Employer*,
 - provides items of Equipment for the *Employer's* use as stated in the Service Information and
 - provides information and other things as stated in the Service Information.

8 Risks and Insurance

Employer's risks 80

- 80.1 The following are *Employer's* risks.
- Claims, proceedings, compensation and costs payable which are due to
 - the unavoidable result of the service or of Providing the Service,
 - negligence, breach of statutory duty or interference with any legal right by the *Employer* or by any person employed by or contracted to him except the *Contractor* or,
 - a fault of the *Employer* or a fault in his design.
 - Loss of or damage to Plant and Materials supplied to the *Contractor* by the *Employer*, or by Others on the *Employer's* behalf, until the *Contractor* has received and accepted them.
 - Loss of or damage to the Affected Property, Plant and Materials due to
 - war, civil war, rebellion, revolution, insurrection, military or usurped power,
 - strikes, riots and civil commotion not confined to the *Contractor's* employees or

- radioactive contamination.
- Loss of or wear or damage to any Equipment, Plant and Materials retained by the *Employer* after a termination, except loss, wear or damage due to the activities of the *Contractor* after the termination.
- Additional *Employer's* risks stated in the Contract Data.

The *Contractor's* risks 81

- 81.1 From the *starting date* until the end of the service period, the risks which are not carried by the *Employer* are carried by the *Contractor*.

Indemnity 82

- 82.1 Each Party indemnifies the other against claims, proceedings, compensation and costs due to an event which is at his risk.
- 82.2 The liability of each Party to indemnify the other is reduced if events at the other Party's risk contributed to the claims, proceedings, compensation and costs. The reduction is in proportion to the extent that events which were at the other Party's risk contributed, taking into account each Party's responsibilities under this contract.

Insurance cover 83

- 83.1 The *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide as stated in the Contract Data. The *Contractor* provides additional insurances as stated in the Contract Data.
- 83.2 The insurances are in the joint names of the Parties and provide cover for events which are at the *Contractor's* risk from the *starting date* until the end of the service period or the termination certificate has been issued.

INSURANCE TABLE

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The amount stated in the Contract Data
Loss of or damage to Plant and Materials	The replacement cost, including the amount stated in the Contract Data for the replacement of any Plant and Materials provided by the <i>Employer</i>
Loss of or damage to Equipment	The replacement cost
The <i>Contractor's</i> liability for loss of or damage to	The amount stated in the Contract Data for anyone

property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	event with cross liability so that the insurance applies to the Parties separately
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The greater of the amount required by the applicable law and the amount stated in the Contract Data for any one event

Insurance policies

84

- 84.1 Before the *starting date* and on each renewal of the insurance policy, the *Contractor* submits to the *Service Manager* for acceptance certificates which state that the insurance required by this contract is in force. The certificates are signed by the *Contractor's* insurer or insurance broker. A reason for not accepting the certificates is that they do not comply with this contract.
- 84.2 Insurance policies include a waiver by the insurers of their subrogation rights against directors and other employees of every insured except where there is fraud.
- 84.3 The Parties comply with the terms and conditions of the insurance policies.
- 84.4 Any amount not recovered from an insurer is borne by the *Employer* for events which are at his risk and by the *Contractor* for events which are at his risk.

If the *Contractor* does not insure

85

- 85.1 The *Employer* may insure a risk which this contract requires the *Contractor* to insure if the *Contractor* does not submit a required certificate. The cost of this insurance to the *Employer* is paid by the *Contractor*.

Insurance by the *Employer*

86

- 86.1 The *Service Manager* submits policies and certificates for insurances provided by the *Employer* to the *Contractor* for acceptance before the *starting date* and afterwards as the *Contractor* instructs. The *Contractor* accepts the policies and certificates if they comply with this contract.
- 86.2 The *Contractor's* acceptance of an insurance policy or certificate provided by

the *Employer* does not change the responsibility of the *Employer* to provide the insurances stated in the Contract Data.

- 86.3 The *Contractor* may insure a risk which this contract requires the *Employer* to insure if the *Employer* does not submit a required policy or certificate. The cost of this insurance to the *Contractor* is paid by the *Employer*.

9 Termination

Termination 90

- 90.1 If either Party wishes to terminate the *Contractor's* obligation to Provide the Service, he notifies the *Service Manager* and the other Party giving details of his reason for terminating. The *Service Manager* issues a termination certificate to both Parties promptly if the reason complies with this contract.
- 90.2 The *Contractor* may terminate only for a reason identified in the Termination Table. The *Employer* may terminate for any reason. The procedures followed and the amounts due on termination are in accordance with the Termination Table.

TERMINATION TABLE

Terminating Party	Reason	Procedure	Amount Due
The <i>Employer</i>	A reason other than R1-R21	P1, P2 and P4	A1, A2 and A4
	R1-R15 or R18	P1, P2, P3 and P4	A1, A2 and A3
	R17 or R20	P1 and P4	A1 and A2
	R21	P1, P3 and P4	A1 and A2
		P1, P2 and P4	A1, A2 and A4
The <i>Contractor</i>	R1-R10, R16 or R19	P1, P2 and P4	A1, A2 and A4
	R17 or R20	P1, P2 and P4	A1 and A2

Reasons for termination 91

- 91.1 Either Party may terminate if the other Party has done one of the following or its equivalent.

- If the other Party is an individual and has
 - presented his petition for bankruptcy (R1),
 - had a bankruptcy order made against him (R2),
 - had a receiver appointed over his assets (R3) or
 - made an arrangement with his creditors (R4).
- If the other party is a company or partnership and has
 - had a winding-up order made against it (R5)
 - had a provisional liquidator appointed to it (R6),
 - passed a resolution for winding-up (other than in order to amalgamate or reconstruct) (R7),
 - had an administration order made against it (R8),
 - had a receiver, receiver and manager, or administrative receiver appointed over the whole or a substantial part of its undertaking or assets (R9) or
 - made an arrangement with its creditors (R10).

91.2 The *Employer* may terminate if the *Service Manager* has notified that the

Pe Contractor has defaulted in one of the following ways and not put the default

Contractor has defaulted in one of the following ways and not put the default right within four weeks of the notification.

- Substantially failed to Provide the Service (R11).
- Not provided a bond or guarantee which this contract requires (R12).
- Appointed a Subcontractor for substantial work before the *Service Manager* has accepted the Subcontractor (R13).

91.3 The *Employer* may terminate if the *Service Manager* has notified that the *Contractor* has defaulted in one of the following ways and not stopped defaulting within four weeks of the notification.

- Substantially hindered the *Employer* or Others (R14).
- Substantially broken a health or safety regulation (R15).

91.4 The *Contractor* may terminate if the *Employer* has not paid an amount certified by the *Service Manager* within thirteen weeks of the date of the certificate (R16).

91.5 Either Party may terminate if the Parties have been released under the law from further performance of the whole of this contract (R17).

91.6 If the *Service Manager* has instructed the *Contractor* to stop or not to start any substantial work or all work and an instruction allowing the work to restart or start has not been given within thirteen weeks,

- the *Employer* may terminate if the instruction was due to a default

- by the *Contractor* (R18),
- the *Contractor* may terminate if the instruction was due to a default by the *Employer* (R19) and
- either Party may terminate if the instruction was due to any other reason (R20).

91.7 The *Employer* may terminate if an event which the Parties could not reasonably prevent has substantially affected the *Contractor's* work for a continuous period of more than thirteen weeks (R21).

Procedures on termination

92

92.1 On termination, the *Employer* may complete the service and may use any Plant and Materials provided by the *Contractor* (P1).

92.2 The procedure on termination also includes one or more of the following as set out in the Termination Table.

P2 The *Employer* may instruct the *Contractor* to remove any Equipment, Plant and Materials and assign the benefit of any subcontract or other contract related to performance of this contract to the *Employer*.

P3 The *Employer* may use any Equipment to which the *Contractor* has title to complete the service. The *Contractor* promptly removes the Equipment when the *Service Manager* notifies him that the *Employer* no longer requires it to complete the service.

P4 The *Contractor* provides to the *Employer* information and other things which the Service Information states he is to provide at the end of the service period.

Payment on termination

93

93.1 The amount due on termination includes (A1)

- an amount due assessed as for normal payments,
- the Defined Cost for Plant and Materials
 - which have been delivered and retained by the *Employer* or
 - which the *Employer* owns and of which the *Contractor* has to accept delivery,
- other Defined Cost reasonably incurred in expectation of completing the whole of the service and
- any amounts retained by the *Employer*.

93.2 The amount due on termination also includes one or more of the following as set out in the Termination Table.

A2 The forecast Defined Cost of removing the Equipment.

A3 A deduction of the forecast of the additional cost to the *Employer* of completing the whole of the service.

A4 The direct fee percentage applied to

- for Options A and C, any excess of the total of the Prices at the Contract Date over the Price for Services Provided to Date or
- for Option E, any excess of the first forecast of the Defined Cost for the service over the Price for Services Provided to Date less the Fee.

Dispute Resolution

Dispute Resolution	W1	Delete this Section in its entirety and refer to Secondary Option Clause Z28 for replacement
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Price Adjustment for Inflation

Defined Terms	X1
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|--|------|--|
| | X1.1 | (a) The Base Date Index (B) is the latest available index before the base date.
(b) The Latest Index (L) is the latest available index before the date of assessment of an amount due.
(c) The Price Adjustment Factor is the total of the products of each of the proportions stated in the Contract Data multiplied by (L - B)/B for the index linked to it. |
|--|------|--|

Price adjustment factor	X1.2	If an index is changed after it has been used in calculating a Price Adjustment Factor, the calculation is repeated and a correction included in the next assessment of the amount due.
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Compensation events	X1.3	The Defined Cost for compensation events is assessed using the • Defined Cost current at the time of assessing; the compensation event adjusted to base date by dividing by one plus the Price Adjustment Factor for the last assessment of the amount due and
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- Defined Cost at base date levels for amounts calculated from rates and prices in the Price List.

Price adjustment Option A	X1.4	Each amount due includes an amount for price adjustment which is the sum of • the change in the Price for Services Provided to Date since the last assessment of the amount due multiplied by the Price Adjustment Factor for the date of the current assessment, • the amount for price adjustment included in the previous amount due and • correcting amounts, not included elsewhere, which arise from changes to indices used for assessing previous amounts for price adjustment.
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Changes in the law

Changes in the law	X2	
	X2.1	A change in the law of the country in which the Affected Property is located is a compensation event if it occurs after the Contract Date. The <i>Service Manager</i> may notify the <i>Contractor</i> of a compensation event for a change the law and instruct him to submit quotations. If the effect of a compensation event which is a change in the law is to reduce the total Defined Cost, the Prices are reduced.

Parent Company Guarantee

Parent Company Guarantee	X4	
	X4.1	If a parent company owns the <i>Contractor</i> , the <i>Contractor</i> gives to the <i>Employer</i> a guarantee by the parent company of the <i>Contractor's</i> performance in the form set out in the Service Information. If the guarantee was not given by the Contract Date, it is given to the <i>Employer</i> within four weeks of the Contract Date.

Low service damages

Low service damages	X17
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- X17.1 If a part of the *service* does not meet the service level stated in the *service level table*, the *Contractor* pays the amount of low service damages stated in the *service level table*.

Limitation of liability

Limitation of liability

X18

- X18.1 The *Contractor's* liability to the *Employer* for the *Employer's* indirect or consequential loss is limited to the amount stated in the Contract Data.
- X18.2 For any one event, the liability of the *Contractor* to the *Employer* for loss of damage to the *Employer's* property is limited to the amount stated in the Contract Data.
- X18.3 The *Contractor's* liability to the *Employer* for Defects due to his design of an item of Equipment is limited to the amount stated in the Contract Data.
- X18.4 The *Contractor's* total liability to the *Employer* for all matters arising under: in connection with this contract, other than the excluded matters, is limited: the amount stated in the Contract Data and applies in contract, tort or delict and otherwise to the extent allowed under the *law of the contract*.

The excluded matters are amounts payable by the *Contractor* as stated in the contract for

- loss of or damage to the *Employer's* property,
- low service damages if Option X17 applies,
- delay damages if Option X19 applies and
- *Contractor's* share if Option C applies.

- X18.5 The *Contractor* is not liable to the *Employer* for a matter unless it is notified to the *Contractor* before the *end of liability date*.

Task Order

Identified and defined terms

X19

- X19.1 (1) A Task is work within the *service* which the *Service Manager* may instruct the *Contractor* to carry out within a stated period of time.
- (2) A Task Order is the *Service Manager's* instruction to carry out a Task.
- (3) Task Completion is when the *Contractor* has done all the work in the Task and corrected Defects which would have prevented the *Employer* or Others from using the Affected Property and Others from doing their work.
- (4) Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with this contract.

Providing the Service

X19.2

A Task Order includes

- a detailed description of the work in the Task,
- a priced list of items of work in the Task in which items taken from the Price List are identified,
- the starting and completion dates for the Task,
- the amount of delay damages for the late completion of the Task and
- the total of the Prices for the Task when Option A or C is used or the forecast total of the Prices for the Task if Option E is used.

The *Service Manager* consults the *Contractor* about the contents of a Task Order before he issues it.

X19.3

The delay damages in a Task Order, if any, are not more than the estimated cost to the *Employer* of late completion of the Task. If Task Completion is later than the Task Completion Date, the *Contractor* pays delay damages at the rate stated in the Task Order from the Task Completion Date until Task Completion.

The Prices for items in the Task price list which are not taken from the Price List are assessed in the same way as compensation events.

Time

X19.4

The *Contractor* does not start any work included in the Task until the *Service Manager* has instructed him to carry out the Task and does the work so that Task Completion is on or before the Task Completion Date. No Task Order is issued after the end of the *service period*.

Task Order programme

X19.5

The *Contractor* submits a Task Order programme to the *Service Manager* for acceptance within the period stated in the Contract Data.

X19.6

The *Contractor* shows on each Task Order programme which he submits for acceptance

- the Task starting date and the Task Completion Date,

- planned Task Completion,
- the order and timing of the operations which the *Contractor* plans to do in order to complete the Task,
- provisions for
 - float,
 - time risk allowances,
 - health and safety requirements and
 - the procedures set out in this contract,
- the dates when, in order to Provide the Service in accordance with his Task Order programme, the *Contractor* will need
 - access to the Affected Property,
 - acceptances,
 - Plant and Materials, equipment and other things to be provided by the *Employer* and
 - information from Others,
- for each operation, a statement of how the *Contractor* plans to do the work identifying the principal Equipment and other resources which he plans to use and
- other information which the Service Information requires the *Contractor* to show on a Task Order programme submitted for acceptance.

X19.7 Within one week of the *Contractor* submitting a Task Order programme to him for acceptance, the *Service Manager* either accepts the programme or notifies the *Contractor* of his reasons for not accepting it. A reason for not accepting the Task Order programme is that

- the *Contractor's* plans which it shows are not practicable,
- it does not show the information which this contract requires or
- it does not comply with the Service Information.

Revising the Task Order programme

X19.8 The *Contractor* shows on each revised Task Order programme

- the actual progress achieved on each operation and its effect upon the timing of the remaining work,
- the effects of implemented compensation events,
- how the *Contractor* plans to deal with any delays and to correct notified Defects and
- any other changes which the *Contractor* proposes to make to the Task Order programme.

X19.9 The *Contractor* submits a revised Task Order programme to the *Service Manager* for acceptance

- within the period for reply after the Service Manager has instructed him to and
- when the Contractor chooses to.

The latest programme accepted by the *Service Manager* supersedes previous accepted programmes.

Compensation events

X19.10 The following are compensation events.

- (1) The *Service Manager* gives an instruction changing a Task Order.
- (2) The *Contractor* receives the Task Order after the starting date stated in the Task Order.
- (3) The *Employer* does not provide the right of access to the Affected Property in accordance with the latest accepted Task Order programme.
- (4) The *Employer* does not provide something which he is to provide as stated in the Service Information in accordance with the latest accepted Task Order programme.
- (5) The *Employer* or Others do not work in accordance with the latest accepted Task Order programme or within the conditions stated in the Service Information.
- (6) An event which

- stops the *Contractor* completing a Task or
- stops the *Contractor* completing a Task by the Task Completion Date,

and which

- neither Party could prevent,
- an experienced contractor would have judged at the date of issue of the Task Order to have such a small chance of occurring that it would have been unreasonable for him to have allowed for it and
- is not one of the other compensation events stated in this contract.

(7) A Task Completion Date is later than the end of the *service period*.

X19.11

If, due to the compensation event, planned Task Completion is delayed, the delay is stated in the *Contractor's* quotation for the event and a programme is submitted with details of the assessment of the delay.

Assessments of delay include time risk allowances and are based on the assumption that the Task Order programme can be changed and that delays were or will be reasonably incurred.

The *Service Manager* may assess the delay if, when the *Contractor* submits quotations for a compensation event, the *Contractor* has not submitted a Task Order programme required by this contract.

**Implementing
compensation
events**

X19.12 The changes to the calculated total of the Prices for the Task Order and any delay to the Task Completion Date are included in the *Service Manager's* notification implementing a compensation event.

Key Performance Indicators

Incentives

X20

X20.1 A Key Performance Indicator is an aspect of performance by the *Contractor* for which a target is stated in the Incentive Schedule. The Incentive Schedule is the incentive schedule unless later changed in accordance with this contract.

X20.2 From the *starting date* until the end of the service period, the *Contractor* reports to the *Service Manager* his performance against each of the Key Performance Indicators. Reports are provided at the intervals stated in the Contract Data and include the forecast final measurement against each indicator.

X20.3 If the *Contractor's* forecast final measurement against a Key Performance Indicator will not achieve the target stated on the Incentive Schedule, he submits to the *Service Manager* his proposals for improving performance.

X20.4 The *Contractor* is paid the amount stated in the Incentive Schedule if the target for a Key Performance Indicator is improved upon or achieved. Payment of the amount is due when the target has been improved upon or achieved.

X20.5 The *Employer* may add a Key Performance Indicator and associated payment to the Incentive Schedule but may not delete or reduce a payment stated in the Incentive Schedule.

Additional conditions of contract (Option Z) are:

Z1.		The additional conditions of contract are below.
Laws, Regulations and Orders	Z2	The <i>Contractor</i> 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 Contract. He shall conform similarly with any such Laws, Regulations and Orders which may come in to force after the date of this Agreement.
Construction of Contract	Z3	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.
Members and Staff of Employer and Service Manager not Personally Liable	Z4	Neither the members nor the staff of the <i>Employer</i> or the <i>Service Manager</i> shall be in any way personally bound or liable for the acts or obligations of the <i>Contractor</i> 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.
Named key personnel	Z5	Acceptance by the <i>Employer</i> of key persons stated in Contract Data Part Two does not constitute acceptance that such individuals are suitable for the roles assigned to them or serve to relieve the <i>Contractor</i> of his duties or obligations under the contract. Any such key person is not to be removed by the <i>Contractor</i> from the part of the <i>works</i> for which he has been nominated without the prior written consent of the <i>Service Manager</i> .
Named subcontractors	Z6.1	Where the <i>Contractor</i> has nominated a Subcontractor in Contract Data Part Two for part of the <i>works</i> , acceptance of the Contract Data by the <i>Employer</i> without qualification of such nomination is deemed to be a consent on the same legal basis as consent by the <i>Service Manager</i> under Clause 26.2. Any such Subcontractor is not be removed by the <i>Contractor</i> from the part of the <i>works</i> for which he has been nominated without the prior written consent of the <i>Service Manager</i> .
	Z6.2	Neither the objection to nor any failure to raise an objection to a proposed Subcontractor either by or through the <i>Service Manager</i> relieves the <i>Contractor</i> of any liability or obligation under the contract.
	Z6.3	The <i>Contractor</i> does not subcontract the whole of the <i>works</i> .

Details to be Confidential	Z7	The <i>Contractor</i> 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 <i>Employer</i> or the <i>Service Manager</i> . 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 <i>Employer</i> whose award shall be final.
Rights and Remedies Not Waived	Z8	In no event shall the making by the <i>Employer</i> of any payment to the <i>Contractor</i> constitute or be construed as a waiver by the <i>Employer</i> of any breach of Contract, or any default which may then exist, on the part of the <i>Contractor</i> , and the making of any such payment by the <i>Employer</i> while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the <i>Employer</i> in respect of such breach or default.
Arithmetical Accuracy of Proposal	Z9	The <i>Employer</i> accepts no responsibility for the arithmetical or other accuracy of the <i>Contractor's</i> 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 <i>service</i> performed and with the unit prices inserted against the said items.
Patents	Z10	All concepts, products or processes produced by or resulting from the <i>service</i> rendered by the <i>Contractor</i> in connection with the Project, or which are otherwise developed or first reduced to practice by the <i>Contractor</i> in the performance of the <i>services</i>, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the <i>Contractor</i>. The <i>Employer</i> 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 <i>services</i> by the <i>Contractor</i> in connection with the Project and for no other purpose or project.
Inspection	Z11	The <i>Employer</i> , or persons authorised by the <i>Employer</i> , shall have the right, at all reasonable times, to inspect or otherwise review the <i>service</i> performed, or being performed, under the Project and the premises where they are being performed.
Protection of Utilities	Z12	The <i>Contractor</i> shall carry out the Works so that there is the minimum of interruption to the supply of water, telephone, electricity and other utility services through existing mains and utility 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 <i>Service Manager</i> or competent Authority.

Reporting of Errors	Z13	The <i>Contractor</i> shall examine and compare the Contract Documents and shall report any errors, inconsistencies, or omissions he may find to the <i>Employer</i> immediately.
Damage to Persons and Property	Z14	The <i>Contractor</i> 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 <i>Employer</i> or the <i>Service Manager</i> . The <i>Contractor</i> shall also report such incident to the appropriate Authority whenever such report is required by Law.
Rates, Wages, Hours and Conditions of Labour	Z15	The <i>Contractor</i> 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.
Facilities for Staff and Labour	Z16	The <i>Contractor</i> 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 <i>Contractor</i> 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.
Display of Notices	Z17	The <i>Contractor</i> shall post notices to inform the workers of their conditions of work in conspicuous places at the establishments and work places concerned.
Alcoholic Liquor and Drugs	Z18	The <i>Contractor</i> 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.
Arms and Ammunition	Z19	The <i>Contractor</i> 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.
Festivals and Religious Festivals	Z20	The <i>Contractor</i> 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.
Epidemics	Z21	In the event of any outbreak of illness of an epidemic nature, the <i>Contractor</i> 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.

Supply of Drinking Water	Z22	The <i>Contractor</i> shall so far as is reasonably practicable having regard to local conditions provide on the site, to the satisfaction of the <i>Service Manager</i> , an adequate supply of drinking water and other water for the use of the <i>Contractor</i> 's staff and work people.
Approval by Other Authorities	Z23.1	Where the work of the <i>Contractor</i> is subject to the approval or review of an authority, department of Government, or agency other than the <i>Employer</i> , such applications for approval or review shall be the responsibility of the <i>Contractor</i> , but shall be submitted through the offices of the <i>Employer</i> and unless authorised by the <i>Employer</i> in writing, such applications for approval or review shall not be obtained by direct contact by the <i>Contractor</i> with such other authority, department of Government or agency.
	Z23.2	The <i>Contractor</i> shall ensure that a valid work permit is in place for all non- Bermudian staff working in Bermuda.
Taxation	Z24	The <i>Contractor</i> shall be required to pay Bermudian Taxes on all <i>Contractor</i> '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 the Contract. Customs Duty is payable for all consumables i.e. chemicals that are imported to the island to operate the Facility.
Bribery	Z25	Any commission, advantage, gift, gratuity, reward, or bribe given, promised, or offered by or on behalf of the <i>Contractor</i> or his agent or servant or any person on his or their behalf to any officer, servant, representative, or agent of the <i>Employer</i> or of the <i>Service Manager</i> 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 <i>Employer</i> shall in addition to any criminal liability which may be thereby incurred subject the <i>Contractor</i> to the cancellation of this and of all other contracts which he may have entered into with the <i>Employer</i> and also to the payment of any loss or damage resulting from such cancellation.
Debt Recovery	Z26	The <i>Employer</i> shall be entitled upon a certificate in writing of the <i>Service Manager</i> to deduct the amounts so certified from any monies or otherwise due to the <i>Contractor</i> 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 <i>Employer</i> shall deem advisable.
Strikes and Lock-Outs	Z27	The <i>Contractor</i> shall forthwith notify the <i>Service Manager</i> of the commencing of any strike or lock-out and the <i>Service Manager</i> on account of any delay caused thereby may, after consultation with the <i>Employer</i> , grant such extension of time as he considers reasonable without prejudice to the right of the <i>Employer</i> 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*.

**Claims Disputes
& Arbitration** **Z28**

Delete Sub-Clauses W1 to W2 in their entirety and replace with the following:

If a dispute (of any kind whatsoever) 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 Employer, 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 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.

**Notice of
Dissatisfaction** **Z28.1**

If a dispute (of any kind whatsoever) 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 Employer, 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 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.

Arbitration **Z28.2**

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 Service Manager, relevant to the dispute. Nothing shall disqualify the Service Manager 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 Service Manager to obtain his decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction. Any decision of the Service Manager 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 Service Manager shall not be altered by reason of any arbitration being conducted during the progress of the Works.



ANNEX B - PRICING

Unless stated otherwise in the Request for Quotation documents, the Contract shall be for the whole Works as detailed in the Request for Quotation documents and based on the completed Price Rates Quotation Form, as submitted by the Proponent.

The Proponent shall fill in separate prices for all items of Works described in the Annex A: PRICE SCHEDULE. Items against which no price is entered by the Proponent will not be paid for by the Ministry when executed and shall be deemed covered by the other lump sum prices in the Bid Price Breakdown. All duties, taxes and other levies payable by the Proponent under the Contract, or for any other cause, as of the closing date for submission of the Bid, shall be included in the rates and prices and total Bid.

This contract is based on a Base Cost monthly fee with a Variable fee based on the volume of water produced. The Proponent may add additional activities to the schedule in order to further break down the tendered total.

The actual cost will be the amount of payments due to sub-contractors for work which has been subcontracted and the cost of the remaining completed works to the contractor, less any disallowed costs.

Disallowed Costs

Disallowed costs are costs which the Service Manager decides:

Are not justified by the Contractor's accounts and records.

Should not have been paid to a sub-contractor in accordance with his sub-contract.

Were only incurred because the contractor did not:

- Follow an approved procedure for acceptance or procurement stated in the Service Information.
- Give an early warning which the contract required him to give
- Is the result of the contractor paying more to a sub-contractor than has been agreed in advance for additional works instructed under the contract and the cost of:

-Plant and Materials not used to provide the Service (after allowing for reasonable wastage) unless resulting from a change to the Service Information,

-Resources not used to provide the Service (after allowing for reasonable availability and utilisation) or not taken away when the Service Manager requested,

-Events for which this contract requires the Contractor to have insurance coverage and preparation for and conduct of an adjudication or proceedings of the tribunal



ANNEX B - BID ATTACHMENT A: - FORM OF QUOTATION

SUBJECT: QUOTATION FOR THE OPERATION AND MAINTENANCE OF THE TYNES BAY WATER TREATMENT FACILITY

Quotation Offered to: Permanent Secretary, Ministry of Public Works

1. Having examined the Site, the Service specification and Addenda Nos. _____ inclusive for the execution of the above named *Service*, we, the undersigned, offer to provide the *Service* in accordance with the **Request for Quotations, attachments** (herein called the *Quotation Invitation Documents*).
2. We undertake, if our Quotation is accepted, to commence the Operation as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to provide the services comprised in the *Contract Documents*.
3. We confirm that our Quotation shall remain open for acceptance by the Government of Bermuda for a period of **120 calendar days** from the date of this undertaking and we shall not withdraw this Quotation during this period.
4. Unless and until a formal Agreement is prepared and executed this Quotation, together with your written acceptance thereof, shall constitute a binding contract between us.
5. We understand that you are not bound to accept the lowest or any quotation that you may receive.
6. I/We consent to the collection and use of the information I/we give to the Government of Bermuda in response to the solicitation document and agree to waive any right to challenge any decision made by the Government to disclose the information.
7. We declare that this Quotation 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.
8. Having examined the request for Quotation documents for the above work, we the undersigned, offer to operate and maintain the designated *Affected Property* known as the Tyne's Bay Seawater Desalination Plant in accordance with the tender documents, Annex A: Price Schedule or such other sum as may be ascertained in accordance with the said Conditions
9. The Contract is to be executed as follows:

Contract Period: 60(Sixty) Calendar Months

Proposed Start Date: 1st April, 2026



BD\$ _____ (words)

BD\$ _____ (numbers)

The Tendered Variable Fee is _____ per 1000 Imp gallons

Signature: _____

Name: _____

Date: _____

in the capacity of _____

Duly authorized to sign Quotations for and on behalf of:

(Company Name)

Witness :

Signature: _____

Name: _____

Date: _____

Position: _____

Duly authorized to witness Quotations for and on behalf of:

(Company Name)



ANNEX B - BID ATTACHMENT B: PRICE SCHEDULE

	Activity	Cost
1	Fixed Operational costs per month	BDS
2	Allowance for Maintenance/Repair per month	BDS
3	Administration per month	BDS
Total Cost(per month)		
Variable fee per 1000 Imp Gallons		
4	Markup Fee to be applied to Major Equipment Purchase	%

STAFFING RATES

(Note: all sheets form part of the Quotation)

ITEM	DESCRIPTION	QUANTITY	RATE
1.	Company Director	Hourly	
2.	Operations Manager	Hourly	
3.	Contract Manager and Scheduler	Hourly	
4.	Technical Staff - Technologist	Hourly	
5.	Skilled Labour	Hourly	
6.	Unskilled Labour	Hourly	
7.	Proponent specified items: Additional Day Work Rates for Labour, Materials or Equipment necessary for the execution of this work.		

Hourly rates shall be priced fully inclusive of all taxes levies etc



GOVERNMENT OF BERMUDA

Ministry of Public Works and Environment

Department of Works and Engineering

**OPERATION AND MAINTENANCE
OF THE
TYNES BAY WATER TREATMENT FACILITY**

**ANNEX C
VOLUME 1
CONTRACT DATA**

**NEC 3 TERM SERVICE CONTRACT
JUNE 2005(AMENDED JUNE 2013)**

NOVEMBER 2025



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Contract Data - Volume 1

Part One – Data provided by the <i>Employer</i>.....	2
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VOLUME 1 - CONTRACT DATA

PART 1 – Data provided by the *Employer*

1.	General	
1.1	The <i>conditions of contract</i> are the core clauses and the clauses for main Option A, and secondary Options X1, X4, X17, X18, X19, X20 and Z of the NEC3 Term Service Contract (June 2005) (with amendments dated June 2013).	
1.2	The service is:	Operation, maintenance and repair of the Tynes Bay Water Treatment Facility to provide potable water to meet the demand level required by the <i>Employer</i> .
1.3	The <i>Employer</i> is:	Ministry of Public Works, Government of Bermuda.
	Address	56 Church Street Hamilton Bermuda HM12
1.4	The <i>Service Manager</i> is	
	Name Address	Principal Engineer (Water and Wastewater) The Ash Plant Offices 31 Palmetto Road Devonshire, DV 05 Bermuda
1.5	The <i>Adjudicator</i> is:	only appointed if deemed necessary by either the <i>Contractor</i> or the <i>Employer</i> .
1.6	The <i>Adjudicator</i> nominating body is:	Chartered Institute of Arbitrators Bermuda Branch
1.7	The Affected Property is	Tynes Bay Water Treatment Facility, buildings and well head pumping station.
1.8	The Service Information is in	in Volume 3 of the Contract Data
1.9	The language of the contract is:	English
1.10	The <i>law of the contract</i> is:	the law of Bermuda
1.11	The <i>period for reply</i> is:	14 days
1.12	The <i>tribunal</i> is:	Arbitration
1.12	The <i>arbitration procedure</i> is:	Arbitration in accordance with the Bermuda Arbitration Act 1986
1.13	The place where the arbitration is to be held is:	
1.14		Bermuda
	The person or organisation who will choose an arbitrator	
	• if the Parties cannot agree a choice or • If the arbitration procedure does not state who selects an arbitrator is:	



PART 1 – Data provided by the Employer - continued

1.15		Chartered Institute of Arbitrators Bermuda Branch
1.16	The additional conditions of contract together with deletions of core clauses are given at the end of this document.	
3.	Time	
3.1	The starting date is:	1st April 2026
3.2	The service period is:	5 years
3.3	Option to Extend Service Period	Up to 3 years renewable each 12 months
5.	Payment	
5.1	The assessment interval is:	1 calendar month
5.2	The Contractor prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	1 Calendar Month
5.3	The currency of the contract is:	Bermuda Dollars
5.4	The interest rate is:	2% per annum above the Bank of Butterfield base rate.
5.5	The period for payment is:	4 weeks
8.	Risks and Insurance	
8.1	The minimum amount of cover for insurance against loss or damage caused by the Contractor to the Employer's Property is	
		nil
8.2	The minimum amount of cover for insurance in respect of loss of or damage to property (except for Employer's property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor's Providing the Service for any one event is	
		2,000,000.00
8.3	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is	
		2,000,000.00
8.4	The contractor submits a first plan for acceptance within 2 weeks of the Contract Date	
X17	Low service Damages	
X17.1	The service level table is in Volume 2 of the Contract Data	
X18	Limitation of Liability	
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	
		3,000,000.00
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	
		nil



PART 1 – Data provided by the *Employer* - continued

X18.3	The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to
	2,000,000.00
X18.4	The end of liability date is 6 months after the end of the service period.
X19.5	The Contractor submits a Task Order programme to the Service Manager within 14 days of receiving the Task Order.
X20	Key Performance Indicators
X20.1	A report of performance against each Key Performance indicator is provided at intervals of 3 months
X21	Installation of Replacement Programmable Logic Controller
X21.1	During year 1 of the Service period the contractor shall replace with new the Programmable Logic Controller to operate all elements of the treatment Plant



GOVERNMENT OF BERMUDA
Ministry of Public Works & Environment

Department of Works and Engineering

**OPERATION AND MAINTENANCE
OF THE
TYNES BAY WATER TREATMENT FACILITY**

**ANNEX D
VOLUME 3
SERVICE INFORMATION**

**NEC 3 TERM SERVICE CONTRACT
JUNE 2005(AMENDED 2013)**

NOVEMBER 2025



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SECTION 1: DESCRIPTION OF SERVICE

1.1 Scope of Work

- A** The scope of work shall be the overall operation, repair and maintenance of the Tynes Bay Water Treatment Facility. The *Affected Property* includes the main building and the adjacent ancillary buildings and associated plant (herein after referred to as the *Affected Property*) shall be operated and maintained in a manner that is in compliance with the terms of the Agreement, and that maintains the integrity of the *Affected Property*. The operation, repair and maintenance of the buildings and structures defined as *Affected Property* shall include the upkeep of cleanliness and housekeeping of all areas; upkeep of all internal plumbing and electrical systems; provision of telecommunication services with internet connectivity; and maintenance of air condition systems and spaces. Excluded from the Contractor's responsibilities will be the security systems and upkeep of the building fabric and water tightness of any structure.
- B** The *Affected Property* shall be operated to provide potable water to meet the demand level as required by the *Employer*.
- C** The *Contractor* shall provide all services that are required to sustain full functionality of the *Affected Property* and shall include but not be limited to:
1. Operation, repair and maintenance of feed wells to the *Affected Property*, including the mains between the wells and *Affected Property*;
 2. Operation, repair and maintenance of the mains connection between the *Affected Property* and the North Shore Truckers' Outlet water storage tank and maintenance of tank level and tank filling control systems;
 3. Operation, repair and maintenance of the *Affected Property* including all associated equipment; both internal and external;
 4. Operation, repair and maintenance of the backup generator adjacent to the *Affected Property*;
 5. Sampling, testing and collection of data; and
 6. Prepare and submit monthly and quarterly reports as defined in the Service Information.
- D** Repair and maintenance of the *Affected Property* shall mean fixing any sort of mechanical or electrical *Plant* should it be broken or not functioning



(repair) as well as performing the routine actions which keep the *Plant* in working order (maintenance) or prevent trouble from arising (preventive maintenance). Repair shall also include the replacement of parts when it is not possible to fix an item of *Plant*.

E The *Affected Property* shall be operated and maintained for the Service Period which is stated in Part One of the Contract Data.

F The Service shall be conducted under the NEC3 Term Service Conditions of Contract (June 2005) (with amendments 2013).

1.2 Security of the Site

A The *Contractor* is responsible for maintaining the security of the site area.

1.3 Submittals

- *Contractor's Plan*
- Copies of certification and where appropriate work permits for workforce
- Insurance Certificates
- Monthly and Quarterly Reports



SECTION 2: PLANT AND MATERIALS

2.1 Plant

A The *Affected Property* includes a 680,000 imperial gallon per day (igpd) seawater reverse osmosis plant. The plant consists of two trains which can be operated together or independently. The first train was completed in April 2009. The second train was completed in June 2011.

B The main components of the plant include:

- Three seawater wells including pumps
- Media filters
- Two individual Reverse Osmosis treatment trains
- Cartridge filters
- Scrubbers
- Energy Recovery systems
- Post-treatment system
- Backup generator
- Plant infrastructure

C The *Contractor* is responsible for providing all materials and equipment required for operation and maintenance of the *Affected Property*. This includes the provision of heavy lifting equipment as necessary.

D The plant shall be maintained as per the manufacturer's recommendations which is included in the Equipment and Operations Manual for the *Affected Property*.

E Further details and information about the plant is located in the Equipment and Operations Manual for the *Affected Property*.

2.2 Materials

A The *Contractor* shall be responsible for all consumable materials required to operate and maintain the *Affected Property*.

2.3 Spares

A A supply of specific spares is available for the plant. The list of spares currently in inventory is included in Appendix A.



- B** The current contractor has a list of further spares and consumables available for purchase by the incoming Contractor. All costs associated with the purchase of such additional items are to be included in the Contractor's bid price.

2.4 Diesel Fuel

- A** The *Employer* shall be responsible for the purchase of fuel for the emergency generator. The *Contractor* shall ensure that adequate notice is given to the *Employer* when fuel levels are low.

2.5 Seawater Wells

- A** The seawater wells shall be cleaned every six months to maintain their performance and to ensure an adequate flow of raw water. The cleaning shall include the following;
1. Remove pump from the well.
 2. Mix and pump a chlorine solution into the well.
 3. Let stand for 24 hours.
 4. Agitate the chlorine solution in the well using a drillers rig.
 5. Reinstall pumps and pump wells to divert waste until there is no chlorine residual
 6. Once the presence of chlorine is no longer detected in the raw water, the water can be redirected back to the plant.
- B** A crane and well drilling rig will be required to complete the cleaning work.



SECTION 3: PROPERTY AND FACILITIES

3.1 Affected Property

- A** The Affected Property is located at 56 North Shore, Devonshire. Infrastructure for the *Affected Property* also exists at 45 North Shore Road, Devonshire which is located directly north of the Affected Property.
- B** As-built drawings of the *Affected Property* are contained in the Equipment and Operations Manual.

3.2 Building

- A** The building is a 6300 sq ft, two-storey prefabricated structure located at the eastern side of the Affected Property.
- B** Electrical power is supplied via the Tynes Bay Waste-to-Energy Facility or Standby Power Generator. All power costs shall be paid by the *Employer*.
- C** The eastern portion of the building is air-conditioned. All other areas of the building are not air-conditioned.
- D** Water for the *Affected Property* is primarily provided from the cistern located at the southeast corner of the Affected Property.

3.3 Use Of Affected Property

- A** The *Contractor* shall have full use of *Affected Property* for the service during the Service Period of the Contract except as directed by the *Employer*.
- B** The *Contractor* shall arrange a site visit to the *Affected Property* to show the *Employer* how the plant is operating. These visits can be arranged around the Quarterly Performance Report submission.

3.4 Employer's Access

- A** The *Affected Property* shall be accessible to the *Employer* or *Service Manager* at all times. The *Employer* shall have access whether by electronic or standard lock system. The *Employer* or *Service Manager* shall give notification to the *Contractor* when access is required.



3.5 Damages to Affected Property

- A** The *Contractor* shall make good any damages made to the *Affected Property* during the Service Period as a result of actions by the *Contractor*. The damages shall be repaired to match existing or as approved by the *Employer*.
- B** Normal maintenance and damages to the building and surrounding grounds shall be reported to the *Service Manager*.

3.6 Transfer of the *Affected Property*

- A** Transfer of the *Affected Property* shall be undertaken in an orderly manner at the commencement and completion of the Service Period.
- B** The actual time of day for transfer of the plant from the *Employer* to the *Contractor* shall be agreed prior to commencement of the Service Period.
- C** A list of all services shall be provided to the *Contractor* prior to commencement of the Service Period. This includes telephone and internet access. These services shall be transferred to the *Contractor* and all associated costs shall be borne by the *Contractor* during the Service Period.
- D** The *Service Manager* and *Contractor* shall complete an initial joint inspection of the *Affected Property* prior to commencement of the Service Period and agree and certify the condition and operational competency of the *Affected Property*. The following parameters shall be confirmed;

Parameter	Value
Calcite Concentration (ppm)	250 (maximum)
Conductivity (Microseimens)	700 (average)
PH	7 (minimum)
Residual Chlorine	0.6 (minimum)
Flow rate per train (US gallons per minute)	375 (minimum)

The product water shall conform to the parameters outlined in Appendix B.

- E** The *Affected Property* shall be shut down by the *Employer* once the condition and operational competency of the *Affected Property* is confirmed. The *Contractor* shall start the *Affected Property* and commence the Service Period.
- F** At the completion of the Service Period the *Affected Property* shall be subject to a joint inspection with the employer agreeing a written record of the



condition of the *Affected Property* such that an operational transfer of the affected Property is made in the same manner as at the commencement of the Service Period.

- G** The *Service Manager* and *Contractor* shall complete an inspection at the end of the Service Period. The *Affected Property* shall be fully operational and the *Service Manager* shall certify condition and operational competency. The *Contractor* shall undertake any works required by the *Service Manager* in order to return the *Affected Property* in same condition and operational competency as when certified prior to commencement of the Service Period, except for reasonable wear and tear as determined by the *Service Manager*. The *Affected Property* shall be fully operational and conform to the operational parameters listed in 3.6 (D) of the Service Information.
- H** The *Employer* may elect to purchase the remaining consumables from the *Contractor* at the end of the Service Period. The *Employer* may also elect to purchase any tools or equipment from the Contractor at the end of the Service Period with a depreciation rate of 6% per annum. The *Contractor* shall provide evidence of original purchase price and date.



SECTION 4: CONTRACTOR'S PLAN

4.1 Plan Details

A The *Contractor* shall prepare a plan detailing how the service shall be undertaken. This should include a management plan which entails:

1. The Management Structure;
2. Contingencies for problem solving;
3. Coverage for staff absences;
4. Financial Control;
5. Health and Safety Program (HSP);
6. Communications plan with Employer which includes contact information for key personnel;
7. Hurricane preparedness and emergency plan; and
8. Blackout operations plan (i.e. loss of electrical power).

4.2 Programme of Works

A The *Contractor* shall plan to operate both trains to ensure that both are available if necessary. The operation shall be rotated periodically and agreed with the Service Manager when only half of the *Affected Property's* capacity is required.

B The *Contractor* shall include a programme of the maintenance works coordinating all tasks and activities and based on the maintenance schedule in Annex H.

C The *Contractor* shall include the maintenance of the generator (including the tank and screens) in the programme of works. The generator shall be operated on full load (one RO train only) for a minimum of one day (24 hours) per month.

4.3 Warning Notices

A The *Contractor* must issue a warning notice to the Service Manager any time it is required to take corrective actions that will impact on the delivery of the service to the *Employer*.

B The *Contractor* shall provide details in the plan which indicates how notification shall be accomplished.



4.4 Hurricanes and Emergency Preparations

- A** The Contractor shall coordinate with the Employer during tropical storms, hurricanes or other extreme weather conditions.
- B** In the event of a hurricane, the *Contractor* shall operate the *Affected Property* as follows:
- When a Hurricane Watch is issued by the Bermuda Weather Service, the generator shall be inspected and prepared for operation. Fuel levels, battery condition etc shall be checked.
 - The *Affected Property* shall be operated until a Hurricane Warning is issued from the Bermuda Weather Service or at the end of the work day; whichever occurs first. The *Affected Property* shall be shut down to protect it from any damage for the duration of the storm. If the Prospect reservoirs are already full, the *Contractor* will be notified by the *Service Manager* to cease operations until after the storm. The *Affected Property* shall be made secure to minimise any damage from the storm.
- C** The *Contractor* shall have personnel available to attend the *Affected Property* after a storm. The *Contractor* shall report to the *Affected Property* as soon as is practicable, to assess any potential damage and prepare to restart the *Affected Property*. No water should be sent to the Prospect Reservoirs before notifying and coordinating operations with the *Service Manager*.



SECTION 5: SAFETY AND HEALTH

5.1 Legislation

- A** The *Contractor* shall comply with all current Health and Safety Legislation.

5.2 Health and Safety Program

- A** The *Contractor* shall prepare a Health and Safety Program as per Section 4, Clause 4.1 (A) of the Service Information.

5.2 Notification

- A** The *Contractor* shall, immediately on occurrence of any accident at or about the Affected Property, or in connection with the execution of the Works, report such accident to the *Service Manager*. The *Contractor* shall also report such accident to the appropriate Authority whenever such report is required by Law.

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

5.3 Safety During Tours

- A** The *Employer* occasionally conducts tours of the *Affected Property* to Government employees and members of the public. If the *Affected Property* is in operation, no member of the public shall enter the main plant floor.

- B** No tours shall be undertaken by the *Contractor* without written permission of the *Employer*.



SECTION 6: TESTS AND INSPECTIONS

6.1 Water Quality Standards

- A The quality of the water produced by the *Affected Property* shall conform to the Drinking Water Standards contained in Appendix B. This standard is the minimum requirements as established by the Department of Health.

6.2 Measurement Requirements

- A In addition to activities that the *Contractor* must perform to satisfy obligations under other sections of this Contract, the *Contractor* is required to provide the sampling and analytical services. All analysis is to be performed in accordance with the protocols and procedures specified in the product water criteria.

6.3 Measurement of Volumes

- A The measurement of the volumes of treated water, and basis for payment will be at the point where the treated water exits the *Affected Property* after the pumping unit. The volume of raw water entering the *Affected Property* shall be measured and included with the monthly reports.

All measurements are to be continuous and recorded electronically using SCADA system.

6.4 Measurement of Physical and Chemical Parameters

- A Weekly bacteriological testing samples can be delivered to the Central Government Laboratory located at Building 332, 11 Waller's Point Road, St George's Parish. Arrangements will need to be made with the laboratory for an appropriate delivery time. There is a charge per sample (as per current Government Tariff Schedule) all costs to be included by the *Contractor*. The requirements below are the minimum required by the *Employer*. The *Contractor* may require more frequent sampling and analysis for process control.

Raw sea water

- ***Continuous*** - pressure, flowrate
- ***Quarterly*** - TDS, SDI, Iron, H₂S

Product water

- ***Continuous*** – TDS, residual chlorine, flowrate, conductivity, reservoir level at Prospect Reservoir



- ***Weekly*** - Total Coliform, fecal coliform, E. Coli
- ***Quarterly*** – All parameters in the EPA National Primary Drinking Water Standards.
- ***Annual*** – All parameters in the EPA National Primary and Secondary Drinking Water Standards



SECTION 7: RECORD KEEPING

7.1 Reporting

- A** The *Contractor* shall develop and maintain a system for documenting the operation of the *Affected Property* and other components of the affected property, and preparing monthly reports to the *Employer*. The information includes, but is not limited to that required for calculation of payments due. The *Employer* may require additional information that the *Contractor* would normally be expected to compile as complete documentation of the service.
- B** The report shall be submitted to the *Service Manager* each month and shall be used as a basis for payment when invoice is received. The *Contractor* shall meet with the *Service Manager* to review the report. No payment shall be made until the report is received.

7.2 Monthly Performance Report

- A** The following details shall be contained in the monthly performance report.
- Summary of daily operations.
 - Report of all days when water was not treated and/or the *Affected Property* was not available for treating such water.
 - Identify length of time the *Affected Property* was not in operation at a materially low level. Report reason for such failures.
 - Summary of all maintenance performed at the *Affected Property*.

Detailed daily and continuous measurements to be retained by the *Contractor* and summarized for the *Employer* in the Monthly Report. This shall include:

- Plant totaliser meter readings to Prospect reservoirs
- Each RO train totaliser meter readings
- Average flow rate from *Affected Property*
- Average conductivity of product water
- Number of productions days
- Number of unscheduled downtime days or any part thereof
- Daily production rate of each train including percentage run times of each train
- Total volume of water produced in a month at *Affected Property*
- Monthly production for each train
- Chemical usage per month
- Media filter inlet pressure and differential pressure
- Total run time, in hours, of the emergency generator
- Total diesel fuel consumption



- Results of bacteriological and chemical tests

B A log shall be kept of all maintenance performed on site as per the maintenance schedule in Appendix A. The log shall be available for review by the *Employer* at all times.

7.3 Quarterly Performance Report

A The Quarterly Report shall contain a summary of overall operations. Results of analysis of the quarterly parameters measured shall be presented.

7.4 Statutory Reporting

A The *Contractor* shall maintain all records and reports as required by law.



SECTION 8: MAJOR EQUIPMENT PROCUREMENT

8.1 Objectives

A The *Contractor* shall have a consistent approach to purchasing to achieve the following objectives:

- Value for money,
- Fairness, i.e. quotations and/or tenders will be treated equally,
- Conduct of business openly and without restrictive practice,
- A variety of suppliers are given the opportunity to quote,

8.2 Initiation of Procurement Process

The *Contractor* must issue a warning notice to the Service Manager any time it is required to take corrective actions arising from the failure of a major piece of equipment that will impact on the delivery of the service to the *Employer*. Within 3 days the Employer will give written confirmation to initiate the Procurement Process.

8.3 Procurement Process

- A**
- (1) Where the values of items are less than \$10,000(Ten Thousand Dollars) the full procedures given under SECTION 8 will not apply. Where the values of items are greater than \$10,000(Ten Thousand Dollars) and less than \$250,000(Two Hundred Fifty Thousand) all goods shall be obtained on the basis of at least 3 quotations and the full procurement process must be followed. The range of suppliers requested to provide quotations must be as wide as practicable.
 - (2) Company Officers responsible for ensuring that these procedures are followed may be called upon to justify the tendering process.
 - (3) The Contractor shall clearly state all the relevant information necessary to secure an accurate price for the replacement equipment.
 - (4) The Contractor must obtain Quotations in writing and retain all documentation for the duration of the Service Period and hand over the documentation at the end of the contract.
 - (5) A closing date/time for submission of quotations must be stated and strictly observed.
 - (6) The lowest price must be accepted or reasons for not accepting the lowest



price must be documented.

- (7) Unsuccessful suppliers should not be allowed to re-submit a lower quotation price - the first quotation must be accepted.
- (8) Successful and unsuccessful suppliers should be notified in writing.
- (9) When requesting quotations from foreign suppliers, ensure that total landed cost is used to compare to local quotations. Landed cost should include purchase price, exchange, freight, duty and all handling costs.

B (1) The purchase of any item under the value of \$5,000(Five Thousand Dollars) shall be preceded by an email notification to the Service Manager detailing the justification of the need for replacement and its estimated cost. The Service Manager shall respond with an approval by the next working day. Where the Service Manager fails to respond by the next working day the purchase will be deemed to have been approved by the Service Manager.

(2) The purchase of replacement items held as part of the spares inventory will not be subject to any procurement requirements

8.4 Payment

A Prior to the acceptance of any quote for Major Equipment the Contractor shall submit a recommendation to the Employer for approval. Within 7 days the Employer will give written confirmation to proceed with the purchase of the recommended goods.

B Upon receipt of the goods at the plant and a confirmed transfer of title to the Employer the Contractor shall submit an invoice for payment. The invoice shall include all fees and services associated with the installation of the major equipment.

C As part of the Contractors' bid a fee for the procurement service under this Section shall be included in the Annex A: Price Schedule submitted with the Contractors bid.

D For items that are purchased under the \$5,000 (Five Thousand Dollar) limit the Contractor shall submit at the end of each month a separate payment request along with documentation to confirm transfer of title of each item to the Employer.



APPENDIX A



SPARE PARTS LIST

Location:	Quantity:	Description:	Manufacturer:	Part #/Model:
Plant Floor	1	ER Boost Pump	Fluid Energy Development Company (FEDCO)	4-160-1-0284-6
Plant Floor	2	Submersible Pump Motor	Grundfos	
Plant Floor	1	300 HP High Pressure Pump Motor, XRI	Marathon Electric LLC	UVF 449TSTF600000 BE
Plant Floor	1	300 HP High Pressure Pump Motor, EPAct Efficiency	Marathon Electric LLC	NVD 449TSTF58
Plant Floor	2	Booster Pump Baseplate CRN90-4-1 A-G-A-E HQQE (Product		
Plant Floor	1	Pump)	Grundfos	
Plant Floor	1	Submersible Pump Motor	Grundfos	
Plant Floor	2	Submersible Pump Motor	Grundfos	
Plant Floor	2	CRN-90-4-1 SIC/SIC Model B Chamber Stack Kit	Grundfos	
Plant Floor	1	Spool of 600V VFD XHHW 3-8AWG Shielded Cable, 3 Cond. + Gnd.		
Storage Room	1	SP215-2-AR Well Pump	Grundfos	
Storage Room	2	High Pressure Pump Motor Wiring Cover Plate	Marathon Electric LLC	
Storage Room	1	High Pressure Pump Motor Faceplate	Marathon Electric LLC	
Storage Room	1	10 HP Blower Motor, Spec. 37G813T977HI	Baldor	M3714T
Storage Room	1	Motor Adapter, Booster Pump	Fluid Energy Development Company (FEDCO)	
Storage Room	1	MSS-15-20-30-50-70 Mechanical Seal Kit	Fluid Energy Development Company (FEDCO)	8-M0015-MSK
Storage Room	8	Style 77, 6" Galvanized Clamps w/ EPDM Gasket	Victaulic Corporation	
Storage Room	2	CRN 90-4-1 Bottom Plate (Suction & Discharge Port)	Grundfos	
Storage Room	2	Tribox Power V-Belt	Gates	BX57
Storage Room	2	6960 powerRated Belt	Gates	5L600K
Storage Room	8	Size 6", Duplex 100 PSI Rupture Disc	Zook	
Storage Room	10	Size 6" 50 PSI Graphite Rupture Disc	Zook	9x CF2137D5 1x CF1
Storage Room	1	Pneumatic Actuator & 4" Type 57 EPDM Butterfly Valve	Asahi/America	CP79P (Actuator) 16I4521G
Storage Room	2	Pneumatic Actuator for 6" Valve	Asahi/America	DP79P



Storage Room	1	Fan	Baldor	14FN3000A02S
		8" PVC, EPDM, PP, Lever Actuated		
Storage Room	1	Butterfly Valve	Asahi/America	T57P BF2Y-L
Storage Room	2	Booster Pump Couplings	Fluid Energy Development Company (FEDCO)	
Storage Room	14	5-6 T-57P Lever Handle	Asahi	
Storage Room	5	8" Gate Valve	Matco	
Storage Room	2	Type 57, 8" Valve, Plasgear Actuated	Asahi	
Storage Room	1	Style 240-AV 6" Rubber Expansion Joint	Proco	240-AV
Storage Room	12	MSS-2024 Diffuser Assembly	Fluid Energy Development Company (FEDCO)	
Storage Room	24	MSS-2024 Impeller	Fluid Energy Development Company (FEDCO)	
Storage Room	24	MSS-2024 Impeller Caps?	Fluid Energy Development Company (FEDCO)	
Storage Room	7	Dosing Pump	Grundfos	DME8-10 AR-PV 21RRB
Storage Room	3	PX-220 Rebuild Kit	Energy Recovery Inc (ERI)	20014-01
Storage Room	1	Filter Basket O-Ring Kit, Top & Bottom	TUA	
Storage Room	2	Float Valve	R-K Industries	RK-FTV
Storage Room	1	Float Switch	Omega	LVN-90
Storage Room	1	1/2" Water Pressure Reducing Valve (U5-LP-Z3), 30 PSI	Watts	0059809
Storage Room	4	Pillow Block Ball Bearing Unit	Timken (Fafnir)	VAK17/16
Storage Room	1	Pillow Block Ball Bearing Unit	Dodge	
Storage Room	1	Pillow Block Ball Bearing Unit		UCP207-23
Storage Room	1	LF, 3/4" Adjustable PRV	Watts	
Storage Room	1	Model 466 Pneumatic Pump Control Unit	Solinst	
Storage Room	1	Degassifier Pump Motor, 7.5HP	SERFILCO	P-66-1020



Storage Room	13	3" Galvanized Clamps w/ EPDM Gasket	Victaulic Corporation	
Storage Room	3	Chemical Pump Motor	Sethco	P90 B
Storage Room	3	4" Style 77 Galvanized Clamps w/ EPDM Gasket	Victaulic Corporation	
Storage Room	3	6" Style 77 Galvanized Clamps w/ EPDM Gasket	Victaulic Corporation	
Storage Room	3	PVC 1-1/2" Ball Valve		
Storage Room	2	Streamliner GL-P Autogreaser	Trico	
Storage Room	1	PVC 1 -1/2" Type 21 Ball Valve	Asahi	
Storage Room	8	Plastic Valve Actuating Wheels		
Storage Room	1	K-10 Pneumatic Positioner	Westlock Controls Corp.	K10NNH00
Storage Room	2	Classical Wrapped V-Belt for Tynes Bay Compressor		B60/5L630
Storage Room	1	1 Groove Cast Iron Classical Gripbelt Sheave, 10.75" OD	Browning	BK110H
Storage Room	1	1 Groove V-Belt Pulley Sheave, 6.75" OD	Browning	BK70H
Storage Room	2	Single Loop Temperature Controller	West Instruments	N6500
Storage Room	1	Single Stage Regulator	Harris	601-15L-AR
Storage Room	1	Overload Relay	Allen Bradley	193-EEDB
Storage Room	1	Sun Lid for Sitrans F Transmitter	Siemens	A5E02328485
Storage Room	1	4" WLC Hastelloy C276 DFT Spring		36934494-16
Storage Room	3	Current Transformer	Instrument Transformer Inc.	560-202
Storage Room	4	High Pressure Pump, Rubber Seals		
Storage Room	4	2" PVC Air Relief Valve		
Storage Room	1	1-1/2" PVC Air relief Valve		
Storage Room	3	cable Hanger for Mounting 7MF1570	Siemens	7MF1570-8AB
Storage Room	2	Level Transmitter Junction Box	Siemens	7MF1570-8AA
Storage Room	10	Class J Time Delay Fuses, R38	Cooper Bussman	LPJ-30SP
Storage Room	1	Current Limiting Dual Element Time Delay Fuse	Cooper Bussman	LPJ-25SP
Storage Room	1	Class J Time Delay Fuse	Eaton	JDL20
Storage Room	1	Current Limiting Dual Element Time Delay Fuse	Cooper Bussman	LPJ-20SP
Storage Room	10	Class J Time Delay Fuse, R44	Cooper Bussman	LPJ-60SP
Storage Room	9	Class J Fuse, R45	Cooper Bussman	LPJ-100SP
Storage Room	5	Class J Time Delay Fuse, R49	Cooper Bussman	LPJ-200SP
Storage Room	3	Class J Time Delay Fuse	Cooper Bussman	LPJ-600SP



Storage Room	2	11" Diameter Plastic Fan, 1.38" Shaft, Fan R1	Marathon Fans	MR2134K (D-90
Storage Room	1	1/2" Piston Operated Solenoid Valve	J. D. Gould	M012V3VD960
Storage Room	2	Standard Ground Kit, Tinned Version for LMR-400	Times Microwave Systems	GK-S400TT
Storage Room	1	Blower Motor Fan Guard	Baldor	07FH4007SP
Storage Room	1	pH Differential Electrode	Georg Fischer Signet	3-2766-1
Storage Room	2	Multifucntion Valve for Dosing Pump	Grundfos	96440584
Storage Room	1	Multifucntion Valve for Dosing Pump	Grundfos	96440586
Storage Room	1	Shaft Seal Kit	Grundfos	96494664
Storage Room	2	Injection Valve Kit	Grundfos	96479805
Storage Room	1	Injection Valve Kit	Grundfos	96479807
Storage Room	1	Deaeration Valve w/ Time Controller	Grundfos	96616029
Storage Room	1	Flow Sensor	Georg Fischer Signet	159 000 964
Storage Room	1	1/2" PVC Molded Relief Valve w/ PTFE Diaphragm	Plastomatic	RVDTM050T-PV
Storage Room	1	1" PVC Relief Valve w/ EPDM/PTFE Shaft	Plastomatic	RVT100EP-PV
Storage Room	5	3" Galvanized Clamps w/ EPDM Gasket	Victaulic Corporation	
Storage Room	2	Flow Monitor Kit	Grundfos	96470726
Storage Room	1	Differential pH Bulb, 3K OHM	Georg Fischer Signet	3-2766-1 (159 0
Storage Room	1	In-line Preamplifier, NPT	Georg Fischer Signet	3-2760-11 (159
Storage Room	2	Rotor-X Flow Sensor	Georg Fischer Signet	51530-P2
Storage Room	4	Flow Transmitter Operation Panel w/ Relays	Georg Fischer Signet	3-8550-2P
Storage Room	1	Process Pro pH/ORP Transmitter Panel w/ Relays	Georg Fischer Signet	3-8750-2P
Storage Room	1	1" RPTFE Ball Valve	Flowtek	W3E4165
Storage Room	2	Ball Valve Handles	Flowtek	W3E4174
Workshop	1	ER Boost Pump	Fluid Energy Development Company (FEDCO)	4-160-1-0284-6
Workshop	2	MSS-90-120 O-Ring Kit	Fluid Energy Development Company (FEDCO)	KM090-ORK 1.0
Workshop	1	MSS-160-200 O-Ring Kit	Fluid Energy Development Company (FEDCO)	8-M0160-ORK-V
Workshop	2	Shipping Plug .75 Shaft A-Adapter	Fluid Energy Development Company (FEDCO)	02-171000-2-20
Workshop	1	Throttle Nipple Kit, Throttle Nipple B,C	Fluid Energy Development Company (FEDCO)	02-300001-0-02



Workshop	1	Throttle Nipple Kit. Contains: 2x O-Ring (568-012 70A - Buna), 1x Tube F Elbow 1/4"x1/8"-27 NPT, 1x MSS 90-240 Overhaul Manual, 1x Throttle Nipple Hex MSS B&C HPSC	Fluid Energy Development Company (FEDCO)	
Workshop	4	Throttle Nipple Kit. Contains: 1x O-Ring (568-012 70A - Buna), 1x Tube F Elbow 1/4"x1/8"-27 NPT, 1x MSS 90-240 Overhaul Manual, 1x Throttle Nipple Hex MSS B&C HPSC	Fluid Energy Development Company (FEDCO)	
Workshop	1	MSS-2024 Mechanical Seal Kit	Fluid Energy Development Company (FEDCO)	
Workshop	1	Balance Disc Kit. Contains: 1x Split Lockwasher 3/4", 2x Shaft Washer MSS-A, 1x Nut 3/4"-10, 1x Round Key 0.25x0.61"Lg, 2x Alignment Pin (1/2-13x3")	Fluid Energy Development Company (FEDCO)	
Workshop	1	Bag Containing: 1x Shaft Washer (00-003102-0-0103-0), 1x Round Key 0.25x0.61", MSS B (00-024041-1-0701-0), 1x 1"-8 Nut (00-004161-0-0103-0), 1x O-Ring, 568-154 70A - Buna (00-005154-0-0601-0), 1x 1" Lockwasher (00-00216-0-0103-0), 1x 1" Flatwasher (00-003160-0-0103-0)	Fluid Energy Development Company (FEDCO)	
Workshop	1	Bag Containing: 3x O-Ring, 568-266,	Fluid Energy Development Company (FEDCO)	00-005266-0-00
Workshop	1	Bag Containing: 8x Hex Head Bolt, 1/2"-13 x 1-3/4"L, (00-001084-0-0103-0), 2x Alignment Pin, 1/2"-13 x3"L, (02-655002-1-0201-0), 4x Lockwasher, 1/2", (00-002080-0-0103-0), 4x Flatwasher, 1/2", (00-003080-0-0103-0)	Fluid Energy Development Company (FEDCO)	
Workshop	1	Bag Containing: Mechanical Seal Kit (02-090-XXXXXX-1)	Fluid Energy Development Company (FEDCO)	KM090-MSK1.0
Workshop	1	Bearing Kit	Grundfos	96416580
Workshop	1	Wear Parts Kit	Grundfos	96416736
Workshop	3	2x Used Boost Pump Balance Discs, 1x Used Mechanical Seal	Fluid Energy Development Company (FEDCO)	
Workshop	4	MSS-160-200 O-Ring Kit	Fluid Energy Development Company (FEDCO)	



Workshop	1	Bag Containing: 1x MSS 160-200 O-Ring Kit, 1x Balance Disc Kit, Slots C	Fluid Energy Development Company (FEDCO)	
		Balance Disc Kit, Slots C, Contains: 1x O-Ring 568-160, 70A, 1x O-Ring 568-020, 1x Round Key (00-0240411-0-01-0), 1x Balance Disc (02-210002-2-26-C), 1x 1" Lockwasher (00-02160-0-0103-0, 1x 1" Flatwasher (00-003160-0-0103-0)	Fluid Energy Development Company (FEDCO)	
Workshop	1			
Workshop	1	Baggie Containing: 20x Gaskets & o-Rings ~1" in Size		
Workshop	1	Balance Disc Kit, MSS-16001		
		Bag Containing: 2x O-Ring 568-225, 2x O-Ring 568-154, 1x Balance Disc O-Ring 568-016, 1x Retaining Ring RRINGWSM75-03P, WSM-75-S16, 3x ~1" Unlabelled Retaining Ring, 1x ~2" Retaining Ring ?62-516, 3x Inlet O-Ring 568-???, 3x O-Ring 568-154, 2x Unalbelled ~2.5" O-Ring, 2x Inlet O-Ring, 568-259, 1x Cavity Cover O-Ring 568-054, 4x Unlabelled Larger ~8" O-Ring	Fluid Energy Development Company (FEDCO)	
Workshop	1			
Workshop	2	Unlabelled Mechanical Seal	Fluid Energy Development Company (FEDCO)	
Workshop	10	PX-220 Rebuild Kit	Energy Recovery Inc (ERI)	20014-01
Workshop	1	Mechanical Seal Kit, HPSC	Fluid Energy Development Company (FEDCO)	
Workshop	1	MSS-15-20-30-50-70 Mechanical Seal Kit	Fluid Energy Development Company (FEDCO)	M015-MSK, 1.0
Workshop	1	Mechanical Seal Kit	Fluid Energy Development Company (FEDCO)	
Workshop	4	Retaining Ring, WHM-8?0-S16	Fluid Energy Development Company (FEDCO)	00-006031-0-0
Workshop	4	Retaining Ring	Bokers Inc.	8.000 x 7500 x
Workshop	4	Retaining Ring		
Workshop	2	Stg Compression Shim MSS-160-200	Fluid Energy Development Company (FEDCO)	02-129160-0-0
Workshop	22	Teflon Retaining Ring	Fluid Energy Development Company (FEDCO)	



Workshop	4	Motor Adaptor Bolt	Fluid Energy Development Company (FEDCO)	
		Bag Containing 18x O-Ring, Size Range From Small ~1cm to Large ~8-9", 9x		
Workshop	1	Small, 9x Large	Fluid Energy Development Company (FEDCO)	
Workshop	2	Pump Key Set Screws	Fluid Energy Development Company (FEDCO)	
Workshop	1	Balance Disc	Fluid Energy Development Company (FEDCO)	
Workshop	1	Balance Disc	Fluid Energy Development Company (FEDCO)	
Workshop	1	Mechanical Seal Kit, MSS-90-120	Fluid Energy Development Company (FEDCO)	KM090-MSK 1.0
Workshop	1	Mechanical Seal Kit	Fluid Energy Development Company (FEDCO)	
Workshop	2	Alignment Pins	Fluid Energy Development Company (FEDCO)	
Workshop	2	Mechanical Seal?, 1" ID	Fluid Energy Development Company (FEDCO)?	AES-BP04
Workshop	1	Discharge Housing Retaining Ring, WHM-562-S16	Fluid Energy Development Company (FEDCO)	00-006029-0-0
Workshop	1	Balance Disc Kit, MSS-2024	Fluid Energy Development Company (FEDCO)	
Workshop	1	Retaining Ring, WHM-137-S16	Fluid Energy Development Company (FEDCO)	00-006011-0-0
Workshop	14	ERI Ring Securing Grp, 65	Energy Recovery Inc (ERI)	43056-01
Workshop	2	Boost Pump Shaft	Fluid Energy Development Company (FEDCO)	
Upstairs	1	Allen Bradley Series A PLC Module	Allen Bradley	1756IF16
Upstairs	1	Allen Bradley 24 VDC Power Supply	Allen Bradley	1756-PB72



APPENDIX B



DRINKING WATER STANDARDS

Chemical

Maximum Acceptable Limit

Arsenic	.....	0.05 mg/l
Cadmium	.....	0.005 mg/l
Chromium	.....	0.05 mg/l
Cyanide (CN)	.....	0.05 mg/l
Flouride	.....	1.5 mg/l
Lead	.....	0.015 mg/l
Mercury	.....	0.001 mg/l
Nitrate (as N)	.....	10.00 mg/l
Nitrite (as N)	.....	1.00 mg/l
Selenium	.....	0.01 mg/l
Silver	.....	0.05 mg/l
Pesticides (total)	.....	0.005 mg/l
Phenols	.....	0.002 mg/l
Trihalomethanes	.....	0.10 mg/l
Asbestos fibres	.....	7 x 10 ⁶ fibres/l

Aesthetic Quality

Aluminium	.....	0.2 mg/l
Chloride	.....	300.0 mg/l
Colour	.....	15 (TCU)
Copper	.....	1.0 mg/l
Anionic synthetic detergents	.....	0.2 mg/l (no foaming, taste, no odour problem)
Hardness	.....	300.0 mg/l
Total Dissolved Solids	.....	800.0 mg/l
Iron	.....	0.3 mg/l
Manganese	.....	0.1 mg/l
pH	.....	6.5 – 8.5
Sodium	.....	200 mg/l
Sulfate	.....	250.0 mg/l
Turbidity	.....	1-5 (JTU)
Zinc	.....	5.0 mg/l

Bacteriological

Treated Water Entering Distribution System

Faecal coliforms		0/100 ml
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Coliform organisms **0/100 ml**

Unpipd Water Supplies

Faecal coliforms **0/100 ml**

Coliform organisms **5/100 ml (should not occur repeatedly)**

Chlorine residual **0.5 ppm**

Note: These standards are the requirements set forth by the Bermuda Government, Department of Health.



GOVERNMENT OF BERMUDA
Ministry of Public Works & Environment

Department of Works and Engineering

**OPERATION AND MAINTENANCE
OF THE
TYNES BAY WATER TREATMENT FACILITY**

ANNEX E - SERVICE LEVEL TABLE

NOVEMBER 2025



Service Level Table

Service	Low Service Level	Damages
Operation, maintenance and repair of the Tynes Bay Water Treatment Facility to provide potable water to meet the demand level required by the <i>Employer</i> .	When the <i>Contractor</i> through his own negligent actions fails to produce sufficient water to meet Customer Demand (Low Service Volume or LSV) up to a maximum average of 680,000 imperial gallons per day for any given one (1) month period. The Facility shall have 95% availability from March to July. The Facility shall have 75% availability between August and February. This availability shall be averaged over a one (1) month period.	The <i>Contractor</i> shall pay the <i>Employer</i> \$34 per 1000 imperial gallons for the difference in the volume of the water produced below the low service level (Volume Water Produced or VWP) and the amount stated as the low service level (LSV). Damages = (LSV - VWP) x \$34 / 1000 imp gal

I/We also certify that I/We accept the method of assessment of damages for failure of Service:

Signed

(1) _____ Status _____ Date _____

(2) _____ Status _____ Date _____

for and on behalf of

ANNEX F - Maintenance Schedule

[illegible]

ANNEX F - Maintenance Schedule

		Year 1											
Item		1-Apr	1-May	1-Jun	1-Jul	1-Aug	1-Sep	1-Oct	1-Nov	1-Dec	1-Jan	1-Feb	1-Mar
	Transmitter												
	Differential Pressure Instruments												
	Pressure Gauge												
	Water Hardness Analyzer			x					x				
Electrical	GenSet^	xxx	xxx	xxxxx	xxx	xxx	xxx	xxx	xxx	xxxx	xxx	xxx	xxx
	Freedom 2100 Pow-R-Line Switchboards	x	x	x	x	x	x	x	x	x	x	x	x
	Inverter FR-F700	x	x	x	x	x	x	x	x	x	x	x	x
Components	Distribution Valves	x	x	x	x	x	x	x	x	x	x	x	x
	Pressure sustaining / pressure relief pilot model 1330	x	x	x	x	x	x	x	x	x	x	x	x
	Pressure reducing pilot model 1340	x	x	x	x	x	x	x	x	x	x	x	x
	Y-Strainer	x	x	x	x	x	x	x	x	x	x	x	x
	2" - 16" Non-rising stem resilient wedge gate valves	x	x	x	x	x	x	x	x	x	x	x	x
	Limitorque Actuation	x	x	x	x	x	x	x	x	x	x	x	x
	Systems L120 Series	x	x	x	x	x	x	x	x	x	x	x	x
	Tanks (PolyProcessing)	x	x	x	x	x	x	x	x	x	x	x	x
	QT & PLT Industrial & Air Master Series 2 Stage Compressors	xxxxxx	xxx	xxx	xxxx	xxx	xxx	xxxxx	xxx	xxx	xxxx	xxx	xxx

*All maintenance procedures should be understood before action is taken, please refer to Owners Manual

Multiple
maintenance
procedures for
xx e.g. GenSet
 x daily
 xx weekly
 xxx monthly
 xxxx 6 monthly
 xxxxx Yearly

^ Refer to owners manual for hours

ANNEX G - LOCAL BENEFITS

(SOCIAL, ECONOMIC AND ENVIRONMENTAL)

All pages of this form must be completed and returned with the Proponent's response.

This form is used to gather information to influence and help the economic transformation and enable meaningful participation of Bermudians and "specified business" in Bermuda's economy. This form looks at the ownership, management structures, and skill development opportunities in an effort to gather information about the businesses bidding on Government Contracts. The Government's aim is to increase access to local economic activities and encourage skills training opportunities for Bermudians along with the Government's use of specified businesses.

Rated criteria in the Government's **Standard Evaluation Matrix Section 3** is equivalent to **mandatory 30%** of the overall score. It helps the public officers to measure, promote equality opportunities, and optimize the participation of specified businesses.

Ownership:

1. Bermudian Owned Business.....☐ Yes ☐ No
2. Are you defined as a "Specified Business" in Bermuda (Small or Medium Sized)?

☐ Yes ☐ No
☐ Other _____

Definition - According to the Code of Practice Project Management and Procurement, "**Specified Business**" means a Bermudian-owned and owner-operated business enterprise with such characteristics as the Bermuda Economic Development Corporation may determine and

(A) gross annual sales of less than one million dollars, or an annual payroll of less than five hundred thousand dollars; or

(B) at least three of the following attributes:

- (i) gross annual revenue of between \$1,000,000 and \$5,000,000;
- (ii) net assets of less than \$2,500,000;
- (iii) an annual payroll of between \$500,000 and \$2,500,000;
- (iv) between a minimum of 11 and a maximum of 50 employees; and
- (v) been in operation for a minimum of 10 years.

3. Provide a copy of the Certificate of Incorporation (if applicable).

Copy attached ☐ Yes ☐ No

4. Number of employees/Bermudians

Please indicate the total number of persons employed by the company and the number and percentage of Bermudian employees.

NUMBER OF NON-BERMUDIANS:	
NUMBER OF BERMUDIANS:	
NUMBER OF EMPLOYEES:	
PERCENTAGE OF BERMUDIANS:	

Management Control

5. INCUMBENCY CERTIFICATE

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

DIRECTORS and ALTERNATE DIRECTORS

NAME	TITLE

OFFICERS

NAME	TITLE

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

Company Name:

Skill Development - Apprenticeships/training opportunities

6. Do you offer apprenticeships/training opportunities?

☐ Yes ☐ No

7. Does your business offer Bermudian's apprenticeships/training opportunities?

☐ Yes ☐ No

8. Does your business offer Bermudian's internship opportunities?

☐ Yes ☐ No

9. If yes, to questions 6 and 8, what apprenticeship or training opportunities exist, please indicate below. (add more lines as needed)

<u>NUMBER</u>	<u>NAME</u>	<u>NON BERMUDIAN</u>	<u>BERMUDIAN</u>	<u>APPRENTICESHIPS OR TRAINING OFFERED BY YOUR COMPANY (month/year)</u>

Preference Procurement

10. Will the proponent use Bermuda specified businesses in their supply chain?

Yes _____ No _____

If no, then please provide an explanation _____

11. Will the proponent use Bermuda specified business sub-contractors (if applicable)?

Yes _____ No _____

If no, then please provide an explanation _____

Enterprise and Supplier Development

12. Safety and Health, Sustainability and Environmental Policies

Please indicate whether the business has a:

a) Safety and Health Policy,

☐ Yes ☐ No, if yes, then please provide a copy.

b) Sustainable Goods and Services Policy

☐ Yes ☐ No, if yes, then please provide a copy.

c) Environmental Policy.

☐ Yes ☐ No, if yes, then please provide a copy.

Date: _____

Company Name: _____



ANNEX H - COMPANY PROFILE FORM

COMPANY PROFILE FORM

This document comprises the following Sections:

Section I: Company Information

Section II: Product or Service Details

Section III: Company Experience; Professional and Technical Staff

Section IV: Customer experiences

Note: In addition to this form, respondents may submit their standard company profile brochures.

SECTION I

Company Information				
<i>Vendor Name</i>				
<i>Company Description</i>				
Contact Information				
<i>Primary Contact</i>	<i>Phone</i>	<i>Email</i>		

SECTION II

Product or Service Details	
Details	<i>Provide a detailed description of the product or service your company delivers</i>
Capabilities	<i>Provide more information about the benefits and capabilities your company provides</i>

SECTION III

COMPANY EXPERIENCE, PROFESSIONAL AND TECHNICAL STAFF	
Relevant Experience	<i>Provide any information about previous experiences, clients, or success stories a minimum of 3 examples</i>

Key Personnel	<i>Provide a List of key personnel and their experience, certifications and/or skills</i>

The respondent may attach documentation to support this section in lieu of completing this section.

Please indicate that documentation has been attached above.

SECTION IV

CUSTOMER EXPERIENCES				
<i>Professional References</i>	Provide information for at least three (3) recent clients including name and contact information (e-mail and phone). Attach corresponding reference letters to your submittal.			
	<i>Project</i>	<i>Date Completed</i>	<i>Phone</i>	<i>Email</i>