

FORM OF AGREEMENT

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

The Consultant is

The Client desires the execution of certain Works known as:

Engineering Support Services for the Water and Sewage Section

OFFER

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

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

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

Signature: _____ Authorized to sign on behalf of the Consultant

Name: _____ Date: _____

Capacity: _____

ACCEPTANCE

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

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

Name: _____ Date: _____

Capacity: _____

END OF FORM OF AGREEMENT

CONDITIONS OF CONTRACT

Client/Consultant Model Services Agreement GENERAL CONDITIONS

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

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

Part 1 CLIENT/CONSULTANT MODEL SERVICES AGREEMENT

PARTICULAR CONDITIONS

Preamble

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

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

Where any clause, paragraph, or sub-paragraph in the General Conditions is amended, deleted or superseded by any of the following paragraphs, the provisions of such clause, paragraph, or sub-paragraph, not so amended, deleted or superseded shall remain in effect.

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

A. References from Clauses in the GENERAL CONDITIONS

1.0 General Provisions

1.1 Definitions

1.1.2. Add the following:

Project Name: Engineering Support Services for the Water and Sewage Section

1.4 Law and Language

1.4.1 Add the following:

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

Add the following clause:

1.4.2

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

1.5 Change in Legislation

Add the following:

Consultant's principal place of business: Bermuda

1.8 Notices

1.8.1 Delete from the end of the last sentence:

“or by telex subsequently confirmed by letter”

Add the following clauses;

1.8.2

Client's address:

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

Attention: Principal Engineer Water and Sewage Section

Contact Name: Mr. J. Tarik Christopher

Phone: (441) 278 0570

E-mail: tjchristopher@gov.bm

1.8.3

Consultant's address:

Attention: XXX

Phone: XXX

1.9 Publication

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

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

2.0 The Client

2.6 Supply of Client's Personnel

2.6 This clause is deleted in its entirety

2.7 Client's Representative

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

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

Client's Representative: Mr. J. Tarik Christopher

2.7.2 Add the following;

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

3.0 The Consultant

3.5 Supply of Personnel

3.5 This clause is deleted in its entirety

3.6 Representatives

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

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

3.7 Changes in Personnel

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

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

4.0 Commencement, Completion, Variation & Termination

4.2 Commencement and Completion

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

4.2.1 Commencement Date: 1 April 2018

Completion Date: 31 March 2020

4.4 Delays

4.4 This clause is deleted in its entirety.

4.5.2 Changed Circumstances

4.5.2 This clause is deleted in its entirety.

4.6 Abandonment, Suspension or Termination

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

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

4.8 Exceptional Circumstances

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

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

5.0 Payment

5.1 Payment to the Consultant

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

“Where previously”
and;
add the following sub-clause:

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

5.3 Currencies of Payment

5.3.1 Add the following:

Currency of Agreement: **Bermuda Dollars.**

5.6 Independent Audits

5.6.2 Delete the following from the second paragraph:

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

Replace with

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

8.0 Disputes and Arbitration

8.1 Amicable Dispute Resolution

8.2 Mediation

8.3 Arbitration

These clauses are deleted in their entirety.

B. Additional Clauses to be added to the GENERAL CONDITIONS

9.0 Law, Regulations and Orders

9.1

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

10.0 Consultant's Offices

10.1

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

11.0 Approval by Other Authorities

11.1

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

11.2

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

12.0 Patents

12.1

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

12.2

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

13.0 Inspection

13.1

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

14.0 Confidential Data

14.1

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him or disclosed by the Client in the course of carrying out Services provided for herein. No such information shall be used by the Consultant on any other project without the approval in writing of the Client.

15.0 Taxation

15.1

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

16.0 Bribery

16.1

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

17.0 Construction of contract

17.1

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

18.0 Members and Staff of Client not Personally Liable

18.1

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

END OF CONTRACT DATA SECTION

SAMPLE