



# **TOBAGO HOUSE OF ASSEMBLY**

**Division of Tourism, Culture and Transportation**

## **INVITATION TO TENDER FOR RE-SURFACING OF THE CAR PARK AT MT IRVINE BECH FACILITY**

**Site Visit - 8th November 2019 @ 10:00am**

**Closing Date - 13th November 2019 @ 1:00pm**

**DTCT 2019 – 0010**

## Contents

1. BACKGROUND INFORMATION .....	3
2. ELIGIBILITY .....	3
3. SCOPE OF WORKS.....	4
4. DURATION AND DEFECTS LIABILITY PERIOD .....	4
5. FORMAT OF TENDERS .....	5
6. INSTRUCTIONS TO TENDERERS .....	5
7. DOCUMENTS TO BE SUBMITTED TO THE DIVISION .....	5
8. TENDER OPENING .....	8
9. EVALUATION CRITERIA .....	8
10. CONTRACTING .....	9
11. PROHIBITED PRACTICES .....	9
12. WAIVER.....	10
13. REQUESTS FOR ADDITIONAL INFORMATION .....	10
14. TERMS OF PAYMENT .....	10
15. BID VALIDITY PERIOD .....	10
16. NO CONTRACTUAL OBLIGATIONS .....	11
17. PERFORMANCE BOND.....	11
18. LATE TENDERS .....	11
19. NO CLAIM FOR COMPENSATION .....	11
20. INDEMNITY .....	11
21. CONFLICT OF INTEREST .....	12
22. RIGHTS OF THE DIVISION.....	12
23. GOVERNING LAW .....	13
Schedule I.....	14
Bill of Quantities.....	14
Schedule II .....	16
Cover Page .....	16
Schedule III (a) .....	17
Statutory Declaration (Private Company).....	17
Schedule III (b) .....	19
Statutory Declaration (Private Individual).....	19
Schedule IV .....	21
Reference Report .....	21

## 1. BACKGROUND INFORMATION

The Division of Tourism, Culture and Transportation (DTCT) is charged with the responsibility of establishing, standardizing and sustaining the island's tourism product in a manner consistent with the repositioning strategy for Tobago as a tourist destination.

To fulfill this mandate, the Division maintains and upkeeps all Beach Facilities and Historical Sites for the safety and enjoyment of the people of Tobago and its visitors. One such facility is the Mt. Irvine beach facility which is located along the Shirvan road when traversing the northwestern coastline of Tobago.

In this regard, DTCT is seeking competent and reliable contractors to tender for **Re-Surfacing of the Mt. Irvine Beach Facility Car Park** in accordance with the scope of works provided.

The DTCT will conduct its procurement process in accordance with procurement best practice to ensure integrity, accountability, good governance, transparency and value for money.

## 2. ELIGIBILITY

- (A) This tender is open to Tenderers domicile on the island of **Tobago for a period of no less than three (3) years.**
- (B) Tenderers MUST be pre-qualified with the Procurement Control Office (PCO) – THA and be in possession of a Successful Pre-Qualification Letter issued by the PCO. **A copy of your pre-qualification letter must be submitted with your tender documents.**
- (C) Tenderers that are pre-qualified within the spend level of **SMALL - LARGE- (\$101,000 – \$250,000).**
- (D) Tenderers with common directors or shareholders bidding shall be disqualified.
- (E) A Bidder, and all parties constituting the Bidder, shall meet the following criteria to be eligible to participate in public procurement:
  - (a) the bidder has the legal capacity to enter into a contract;
  - (b) the bidder is not:

- (a) insolvent;
- (b) in receivership;
- (c) bankrupt; or
- (d) being wound up
- (c) the bidder's business activities have not been suspended;
- (d) The bidder is not the subject of legal proceedings for any of the circumstances in (b); and
- (e) The bidder has fulfilled his or her obligations to pay taxes and National Insurance Contributions.
- (f) The Directors and or Principal Officers have not been convicted for any criminal offences.

### 3. SCOPE OF WORKS

The scope of works for this tender is annexed as **Schedule I** which contains the detailed Bill of Quantities.

The contractor scope for this tender shall also include: –

- (a) The contractor shall supply all required expertise, labour, tools, equipment, material and services required to provide and complete this scope of works according to specification and standard set by the authorized agent of the Division.
- (b) Liaise with all relevant agencies to obtain all relevant approvals from statutory agencies where necessary and ensure all works are done in accordance with any law and or regulations.
- (c) All unwanted apparatus should be discarded from project site to an approved dumping site.

### 4. DURATION AND DEFECTS LIABILITY PERIOD

The maximum duration and minimum defects liability period are as follows: –

<b>Maximum Duration</b>	<b>15 Days</b>
<b>Minimum Defects Liability Period</b>	<b>12 Months</b>

## 5. FORMAT OF TENDERS

- (a) Tenders shall comprise a **Single-Envelope System**; this means a single envelope containing both the financial and technical/quality information for evaluation.
- (b) Alterations or erasures on any tender shall be initialled by the Tenderer or, in the case of a company, partnership or firm, by a duly authorized officer or employee of such company, partnership or firm.

## 6. INSTRUCTIONS TO TENDERERS

**Tenderers are advised to read these instructions very carefully, since failure to abide by same may result in automatic rejection.**

- (a) Tenderers are advised that if they cannot meet the experience requirement in demonstrating works of a similar nature they shall **not** be considered.

WP	Addressed To:	Submission Location	Site Visit	Closing Date	Copies
RE-SURFACING OF MT IRVINE BEACH FACILITY CAR PARK	[Name of Tenderer] DTCT 2019 - 0010 The Administrator, Division of Tourism, Culture and Transportation	Tender box (Box Opening dimensions are approx. 14" long x 3/4" wide) located on the Ground Floor of the Division's Main Office Building at #12 Sangster's Hill, Scarborough, Tobago.	8th November 2019 @ 10:00am MT Irvine, Tobago	13 <sup>th</sup> November 2019 @ 1:00pm	<b>One (1) original and four(4) copies</b>

## 7. DOCUMENTS TO BE SUBMITTED TO THE DIVISION

Tenderers are to only submit documents requested in a neat format with each section properly separated and tabbed together with a table of contents for ease of access **in the order stated hereunder.** All submissions must be binded.

The Division reserves the right to reject any tender that has not been properly binded, tabbed, in an order different from that stated below or submission of any loose pages etc. Each and every page must be numbered individually and consecutively. Page numbers must be inserted in bold at the bottom right hand corner of each page and in a form that can be clearly distinguished from any other pagination on the page. If the Tenderer fails to comply with

these directions without a good explanation, the tender is at risk of being rejected for failure to so comply.

- (a) **A cover page** outlining the name of the Tenderer, the sum proposed in words as reflected on the Bill of Quantities (VAT to be written separately), the time proposed and the warranty proposed (where applicable), date and signature of person making submission on behalf of the Tenderer. **Schedule II**
- (b) **Valid VAT, NIS and BIR** clearance certificates for individual tenderer.
- (c) **Statutory documents** Certificate of Incorporation/ Business Registration, Notice of Directors, latest Annual Returns and a utility bill/lease. Where any private contract is submitted as evidence of past experience, the notice of Directors of the Private Company must also be submitted.
- (d) **Evidence of past experience** of the Tenderer in the form of **two (2) previous signed contract/letters of award** in works of a similar nature to that proposed in this tender within the **past five (5) years** of at least 40% **EACH**<sup>1</sup> of the cost proposed in the tender on **one (1) previous contract** of at least 60% of the cost proposed in this tender.  
The contract must have included the scope of works that was done and not leave any room for speculation as to the nature of the works undertaken. Any contract submitted from a private company must be annexed to a sworn statutory declaration in a format as prescribed by **Schedule III (a) and or (b)**. The statutory declaration must be sworn by the **client and not the Tenderer.**

The Division shall make enquiries and or visits to ensure the validity of the works represented in the contract and any Tenderer found to be misrepresenting any fact shall be summarily rejected without notice.

- (e) **Past Performance – Two (2) References** in a format prescribed by **Schedule IV** or any other documentation evidencing the performance of the Tenderer on the past contracts. References must be from the same person/entity for which a past contract(s) were submitted in (d) above

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<sup>1</sup> Each contract must be generally 50% (average) of the cost proposed in this tender.

- (f) **Financial reference** from a **recognized financial institution** demonstrating the ability to finance the project to **at least 40%** of the cost proposed in the tender. Letter must give a range, **e.g. high five digits etc.**
- (g) **Methodology to undertake works** -A detailed description of the plan of action which outlines the use of all resources within the quoted time to deliver the desired project output. This plan should be sufficiently detailed utilizing a Gantt chart.
- (h) **Key Personnel**- Key Personnel – to include :
  - i. The names, role and responsibilities of the key personnel proposed to undertake the works.
  - ii. Key personnel inclusive of Safety should be suitable qualified and possess the relevant qualifications and experience to cover the various elements of the works.
  - iii. A Project Manager **MUST** be identified who shall be in control of the project. These persons must be made available for the duration of the project.
  - iv. Attach CVs of key personnel.
- (i) **Time** – the Division’s maximum period for completion for this tender is – **15 days**. The tenderer can propose a discounted time period, in which the works can be completed. This time period shall be inserted into the cover page annexed hereto. **In support of the time proposed to undertake the works, a time schedule including the duration and sequence of the main activities and works demonstrating how the works shall be completed in the time proposed is required.** The schedule must be supported by some narrative to enable the evaluation committee to understand the contents of the schedule.
- (j) **Defects Liability Period (DLP)** - A period of time following practical completion during which a contractor remains liable under the building contract for dealing with any defects which become apparent. It may also be referred to as a rectification period or defects correction period. The Division requires a minimum of **twelve (12) months** warranty on construction. The tenderer can propose any time extension in excess of twelve (12) months for which it can provide a warranty.

- (k) **No additional information** is to be submitted other than that requested above. Failure to provide any of the information requested, or in an illogical manner may lead to rejection of the Tender as non – compliant. For instance is the time schedule is not properly aligned to the project duration proposed.

## 8. TENDER OPENING

Tenders shall be opened at Division's Main Office Building at #12 Sangster's Hill, Scarborough, Tobago on **Wednesday 13th November, 2019 at 1:30pm.**

**All tenderers are invited to be present for the opening.**

## 9. EVALUATION CRITERIA

### Step 1 - Mandatory criteria

- (a) Tenderers must have the legal capacity to enter into a procurement contract and operational in Tobago – **See 7 (c).**
- (b) Tenderers **MUST** have complied with all local Tax laws as at the date of submission – **See 7 (b).**
- (c) Site Visit

### Step 2 - Selection criteria – Firm's capability and capacity

To this end the selection criteria includes –

Ser.	Criteria	Score	Evidence
1	Site Visit	Pass/Fail	Signed Attendance Register
2	Past Experience	Pass/Fail	See 7 (d)
3	Past Performance	Pass/Fail	See 7 (e)
4	Financial capacity	Pass/Fail	See 7 (f)
5	Methodology	Pass/Fail	See 7 (g)
6	Key Personnel	Pass/Fail	See 7 (h)



- I. Tenderers must pass each element of the mandatory and selection criteria to be considered.
- II. Where any documents pertaining to the eligibility, mandatory or selection criteria is incomplete or absent, the Division reserves discretion to permit the tenderer to bring in the incomplete/absent document within a reasonable time period.
- III. Tenderers shall be evaluated based on price submissions.
- IV. The Division reserves the right to take into account the opinion of references or of its own motion any performance issues where the tenderer has previously undertaken works for the Division.
- V. Where the tender evaluation committee is of the opinion that the price or time proposal of the successful tender is abnormally low, the evaluation committee retains discretion to reject the tender summarily or require an explanation from the tenderer regarding why the proposal is abnormally low.

## **10. CONTRACTING**

Any contract entered into between the Division and the successful tenderer shall incorporate the material contract terms with respect to price, duration, scope, technical team, specifications and quality of work. All other contract terms shall be mutually agreed by the parties to the contract. Contracts shall be entered into with successful tenderers by individual Work Packages. Contracting shall be made on a **fixed price lump sum** basis for the entire contract and not on a *quantum merit* basis with respect for individual line items in the Bill of Quantities. Key personnel shall not be substituted without the consent of the Division.

## **11. PROHIBITED PRACTICES**

A winning tenderer shall not sub-contract any works without the approval of the Division. In instances where the tenderer has intentions of sub-contracting, the tenderer must first communicate this information to the Division and must receive approval from the Division. Any tenderer who receives an award or previous awards from any Division of the THA based on their past experience, technical capability etc. and have proceeded to sub-contract said works without authorization, then both the Tenderer and the person purportedly sub-

contracted to, shall be disqualified and notice be taken of said practice throughout the THA.

## **12. WAIVER**

The Division retains a separate right to waive irregularities in the tender submission if in the Division's discretion such irregularities are of a minor technical nature or relate to defects or of it is in the best interest of the THA to do so.

The Division retains a general right to relax or waive any of the tender requirements, whether it be material or not, so long as waiving such requirement is not unfair to any tenderer who "but for" the waiver, would have submitted a different offer and shall not be prejudicial for any tenderer.

## **13. REQUESTS FOR ADDITIONAL INFORMATION**

Tenderers requiring a clarification of the bid documents **MUST** do so by contacting the Procurement Unit **ONLY** by sending email to the following email address: [procurement.tourism@visittobago.gov.tt](mailto:procurement.tourism@visittobago.gov.tt) Replies to any request for clarification or additional information (including all previous requests) shall be circulated to all parties participating in this tender process, by publication on the THA's website, [www.tha.gov.tt](http://www.tha.gov.tt). Tenderers are therefore advised to constantly monitor the website for any notices, amendments, clarifications etc.

## **14. TERMS OF PAYMENT**

The successful Tenderer shall be paid a mobilization payment of 10% of the contract sum. 80% of the contract sum shall be paid upon 100% satisfactory completion of works. The Defects Liability Period (DLP) is a minimum of twelve (12) months. There is a Retention payment of 10% which will be paid in two (2) 5% instalments. The first 5% shall be paid when the taking over certificate has been issued for the works and the works have passed all specified tests (including the tests after completion, if any). The second 5% will be paid after the expiry date of the Defects Liability Period (DLP).

## **15. BID VALIDITY PERIOD**

Bids shall be valid for a period of at least **ninety (90) days** as per the tender submission.

## **16. NO CONTRACTUAL OBLIGATIONS**

This is an Invitation to Tender. No contractual obligations will arise between the Division and any Tenderer until and unless Division and a Tenderer enter into a formal, written contract for the Tenderer to provide the services contemplated in this Tender Document. The Tenderer agrees that while the offer is made in accordance with the provisions of this invitation to treat, the Division reserves the right to vary, negotiate and or amend contractual terms, with mutual consent of the Division and the successful tenderer.

## **17. PERFORMANCE BOND**

Successful tenderers may be required to execute a performance bond to the value of 10% of the contract sum, from a reputable financial institution in favor of the Division, as a condition precedent to the execution of the contract. The form and manner of the format of the performance bond shall be issued to the successful tenderer by the Division.

## **18. LATE TENDERS**

Late tenders will not be accepted under any circumstances. The Division reserves the right to reject any or all tenders, in whole or in part, to negotiate changes in the scope of services and waive any technicalities as deemed in its best interest. Further no applications for extensions of time shall be granted under any circumstances and Tenderers are advised not to make any such applications.

## **19. NO CLAIM FOR COMPENSATION**

Except as expressly and specifically permitted in this Tender document, no Tenderer shall have any claim for any compensation of any kind whatsoever, as a result of participation in the ITT, and by submitting a tender each Tenderer shall be deemed to have agreed that it has no claim.

## **20. INDEMNITY**

Tenderers in submitting a tender commits to indemnify the THA, its employees, agents and or servants, or other lawful invitees on the THA premises of any loss, bodily injury and damage to property due to any act of neglect or default of the successful bidder, its agents, employees and or servants.

## **21. CONFLICT OF INTEREST**

The Division will ensure there is no Conflict of Interest in this tender. As such, any direct family relationship involving Tenderers and Members of Division's Management and Staff must be fully disclosed. A member and/or officer of the Division or the relative of any such person shall not tender for the supply of items and or services stated herein. For the purposes of this tender the term "*relative*" means the father, mother, brother, sister, son or daughter of a person and includes the spouse of a son or a daughter of such person.

## **22. RIGHTS OF THE DIVISION**

In addition to the rights expressly hereinbefore referred to, the following additional rights accrue -

- (a) The Division reserves the right to reject any or all bids without limiting the generality of the foregoing, a Bid will be summarily rejected if it is conditional, if it is incomplete, obscure, or irregular, if it has erasures or corrections in the Cost Schedule, or if it has unit rates that are obviously unbalanced.
- (b) The Division reserves the right to reject a Bid, which does not provide satisfactory evidence that the proponent has the technical, physical and financial resources to complete the work within a specified contract period. Further, the Division does not have any obligation to inform the affected proponent or proponents of the grounds for the action or reject any bid and to annul the bidding process and reject all bids, at any time prior to Award of Contract, without thereby incurring any liability to the Division.
- (c) The Division may declare the bidding void when none of the bids meet the intent of the specifications or when it is evident that there has been a lack of competition and or that there has been collusion. In addition, all bids may be rejected if they are substantially higher than the official budget approved by the Division.
- (d) The Division does not bind itself to accept the lowest or any offer or to reimburse proponents for any expenses incurred in bidding.
- (e) The Division reserves the right to cancel this tender at any time and has no obligation to provide any reasons for such cancellation.

## **23. GOVERNING LAW**

All applicable laws in the Republic of Trinidad and Tobago will apply to any resulting agreement.

**Schedule I**  
**SCOPE OF WORKS**  
**Concrete Re-Surfacing the Car Park Space at Mt Irvine**

DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<p>1. Re-surfacing of car park area to repair damaged asphalt (185' x 43'). Provide all required labor, equipment, safety gears, hoarding, tools and equipment to undertake site mobilization and demobilization as detail herein.</p>	Item			
<p><b>2. Surface Preparation</b></p> <ul style="list-style-type: none"> <li>Remove and cart away all identified trees, roots, stumps and other unwanted ground features that exist at the ground site. Ensure that the surface is even and at an alignment to allow for the flow of waste water.</li> </ul> <p>This shall include scarifying at least 12 inches of the damaged asphalt surface to expose the firm underlay. Level pickets should be set down across the site; the sub grade shall be graded compacted (100% Maximum dry density) by using a vibrating roller. (Crush stones and rotten rocks shall be added in 6 inch layers and compacted to achieve the correct density. N.B the surface must have enough stability to support the weight of parked vehicles on completion.</p>	Item			
<p><b>3. Reinforce Concrete Surface</b></p> <ul style="list-style-type: none"> <li>Material supply of 6 x 6 (8 Gauge) BRC, formwork and all necessary materials, to retain the concrete.</li> <li>Lay 5" Thick concrete (grade 30 concrete) overlay to the area under the re-surfacing. N.B Expansion joints in the form of 1 inch x 4 inch timber laths shall also be erected to minimise the effects of slab cracking.</li> </ul> <p>Allow for the protection of all other surface finish within the construction area.</p>	Sf	7955		

<p>4. Placing of car park space making using white paint and numbers to distinguish <b>(16 on each side one of which must be a disabled spot 3.6 meters wide [3.3 minimum] to allow transfer from car to a wheelchair).</b></p> <p><b>Supply labor, materials (white road marking paint) and equipment to undertake the markings.</b></p>	<b>Item</b>			
<b>SUB-TOTAL</b>				
<b>12.5 % VAT IF REGISTERED</b>				
<b>TOTAL</b>				

## Schedule II

### Cover Page

The Administrator  
Division of Tourism, Culture and Transportation  
#12 Sangster's Hill  
Scarborough  
**TOBAGO**

Dear Madam,

Having read the contents of the Tender document we hereby make the following submission –

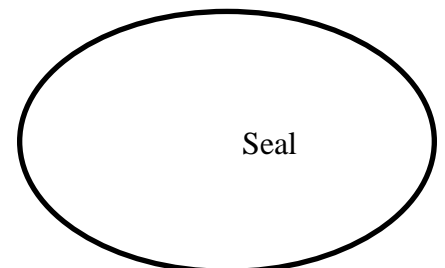
Project	Price (Pre –VAT)	Duration	Defects Liability Period

In support of the following submission, please find annexed hereto the documents as requested in Section 7 of the Tender documents and specifically the schedule to accompany the duration proposed herein.

Dated this .....day of ..... 2019

.....

Authorized Representative



Seal



**Schedule III (a)**

**Statutory Declaration (Private Company)**

**REPUBLIC OF TRINIDAD AND TOBAGO**

**IN THE MATTER OF THE STATUTORY DECLARATIONS ACT CHAPTER 7:04**

I, Director and

(Name of director)

authorized representative of \_\_\_\_\_  
(Name of company)

\_\_\_\_\_ a company duly incorporated and continued under the Companies Act 1995, with its registered

office situate at \_\_\_\_\_  
(Address of company)

\_\_\_\_\_ the Island of Tobago/Trinidad in the Republic of Trinidad and Tobago, make oath and say as follows:-

1. I am the authorized representative of \_\_\_\_\_  
(Name of Company)  
\_\_\_\_\_  
\_and duly authorized to give this declaration on its behalf.
2. The facts hereto deposed are true and correct and within my personal knowledge and belief save where otherwise stated to be based on information, in which case I verily believe same to be true and the source reliable.
3. I hereby certify that that the signed contracts/letters of award of purchase orders hereto annexed and that has been submitted by the Bidder in response to the Division's Tender is a true representation of works the Bidder has undertaken for

this company and that the Bidder was not terminated for any reason related to and or ancillary to material non – performance. There is now produced and shown to me a true copy of the contract(s) hereto annexed and marked “a”.

4. I have had my Attorney-at-Law explained to me and I fully understand the consequences, ramifications and implications of the aforesaid declaration.
5. I have deposed this declaration of my own free will, voluntarily and as a free and independent person without any threats, intimidation, promises and or inducement from anyone and after receiving legal advice and I hereby declare that I am mentally sound and in full control of my mental capacity, mind and body.
6. I make this declaration conscientiously believing the same to be true and according to the Statutory Declarations Act, and I am aware that if there is any statement in this declaration which is false in fact, which I know or believe to be false or do not believe to be true, I am liable to fine and imprisonment

Declared at )  
this day )  
of 2019 )

Before me,

COMMISSIONER OF AFFIDAVITS

**Schedule III (b)**

Statutory Declaration (Private Individual)

**REPUBLIC OF TRINIDAD AND TOBAGO**

**IN THE MATTER OF THE STATUTORY DECLARATIONS ACT CHAPTER 7:04**

I, \_\_\_\_\_  
(Name of person)  
\_\_\_\_\_  
(Occupation of person) of  
\_\_\_\_\_  
(Address of person)  
\_\_\_\_\_  
\_\_\_\_\_

the Island of Tobago/Trinidad in the Republic of Trinidad and Tobago, make oath and say as follows:-

1. The facts hereto deposed are true and correct and within my personal knowledge and belief save where otherwise stated to be based on information, in which case I verily believe same to be true and the source reliable.
2. I hereby certify that any signed contracts/letters of award of purchase orders hereto annexed that has been submitted by the Bidder in response to the Division's tender is a true representation of works the Bidder has undertaken for me personally and further that the Bidder was not terminated for any reason related to and or ancillary to material non – performance. There is now produced and shown to me a true copy of the signed contract(s) hereto annexed and marked “b”.
3. I have had my Attorney-at-Law explained to me and I fully understand the consequences, ramifications and implications of the aforesaid declaration.

4. I have deposed this declaration of my own free will, voluntarily and as a free and independent person without any threats, intimidation, promises and or inducement from anyone and after receiving legal advice and I hereby declare that I am mentally sound and in full control of my mental capacity, mind and body.
5. I, make this declaration conscientiously believing the same to be true and according to the Statutory Declarations Act, and I am aware that if there is any statement in this declaration which is false in fact, which I know or believe to be false or do not believe to be true, I am liable to fine and imprisonment

Declared at )  
this day )  
of 2019 )

Before me,

COMMISSIONER OF AFFIDAVITS

## Schedule IV

### Reference Report

<b>Name of Entity:</b>		<b>Contact Person:</b>	
<b>Address:</b>		<b>Email:</b>	
		<b>Phone:</b>	
<b>Scope of Works:</b>			
<b>Name of Vendor:</b>			
<b>Address:</b>			
<b>Estimated Start date:</b>	<b>Actual Start date:</b>	<b>Est. contract sum:</b>	
<b>Estimated End date:</b>	<b>Actual End date:</b>	<b>Act contract Sum:</b>	

**KEY – E:** *Excellent*      **S:** *Satisfactory*      **U:** *Unsatisfactory* **N:** *N/A*      **I:** *Insufficient info to rate*

Description	Performance Rating					Comments (attach as necessary)
	E	S	U	N	I	
Work performed in compliance with contract terms and specs						
Materials, supplies and equipment provided as required						
Staff availability						
Timeliness of work						
Staff professionalism						
Customer Service						
Quality of Work						
Communication and Accessibility						
Prompt and effective correction of situations						
Proper documentation and records						
<b>Would you recommend using this Firm again</b>	Yes		No		[Explain]	

**OVERALL PERFORMANCE -** ☐ **Excellent**    ☐ **Satisfactory**    ☐ **nsatisfactory**

Dated this ..... day of ..... 2019

.....  
Authorized representative of Client

**VENDOR REPLY** – Vendors are provided with the opportunity to reply to this performance appraisal undertaken. Please attach reply if any.

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