

TOBAGO HOUSE OF ASSEMBLY

DIVISION OF TOURISM, CULTURE AND TRANSPORTATION

INVITATION TO TENDER FOR OUTFITTING THE DIVISION'S ROXBOROUGH SUBOFFICE

Site Visit - 19th November 2019 @ 10:00am

Closing Date - 22nd November 2019 @ 2:00pm

DTCT 2019-0008

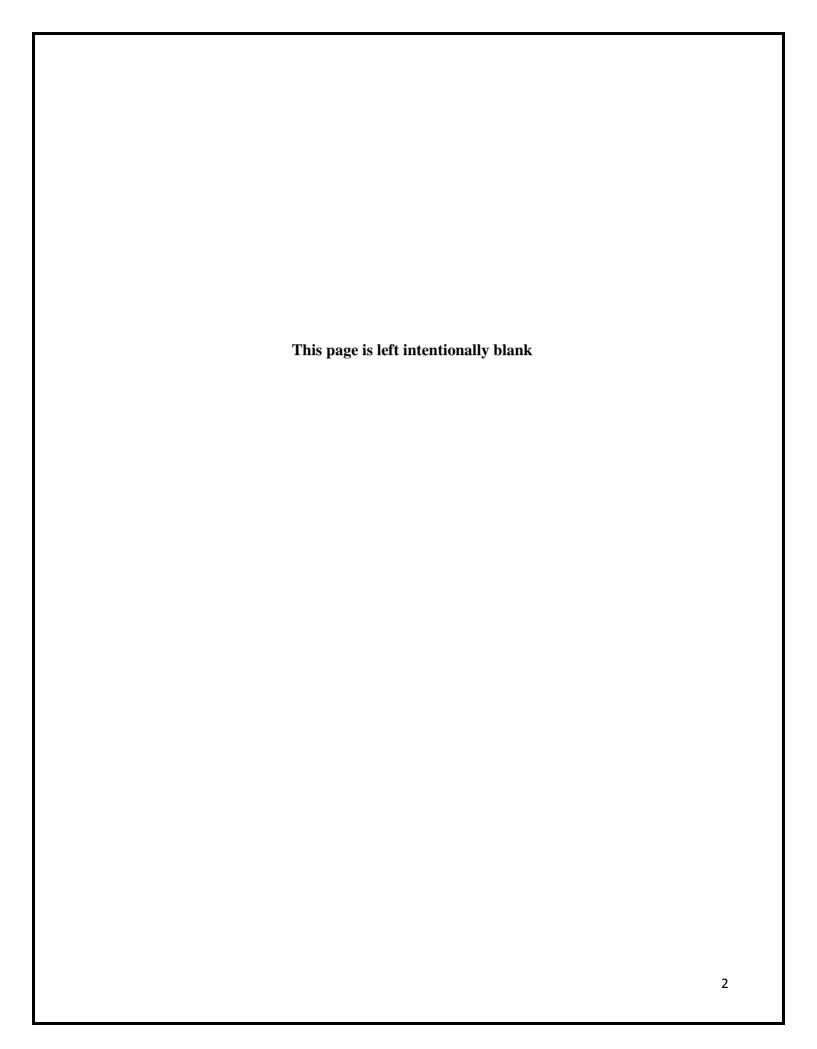
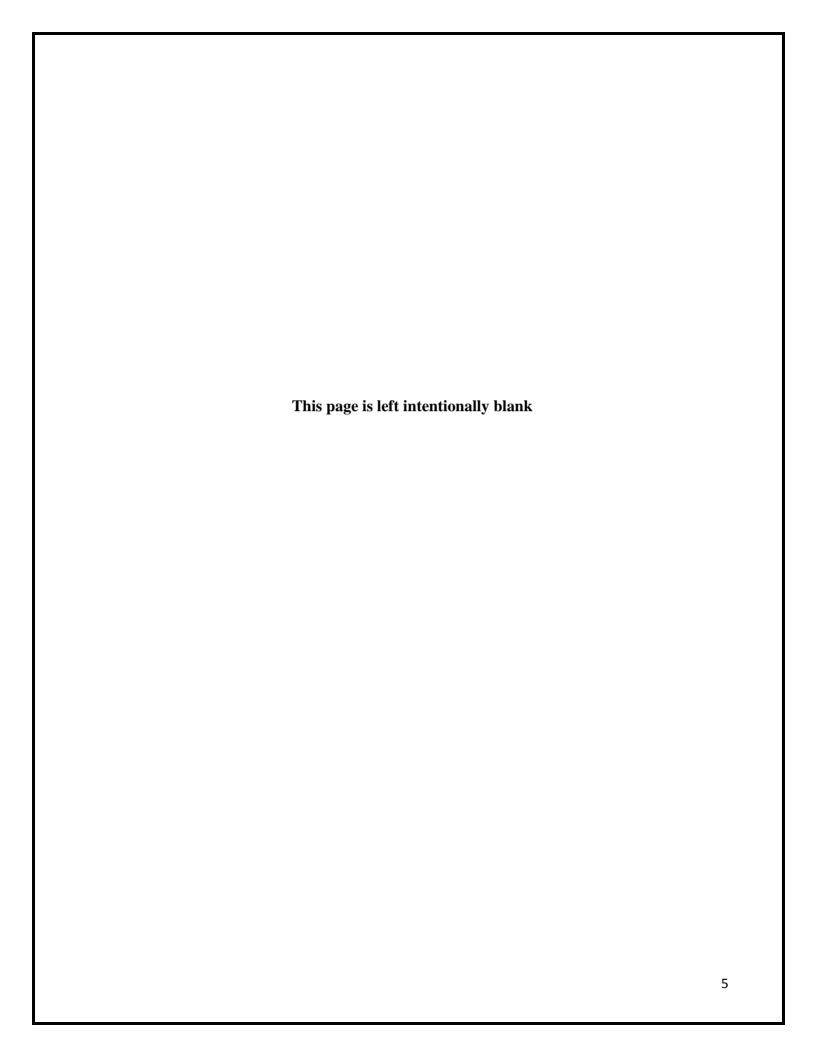


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1. BACKGROUND INFORMATION

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.

In this regard, DTCT is seeking competent and reliable contractors to tender for **Outfitting the Division's Roxborough Suboffice** 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 – No requirement under this section shall be waived.

- (A) This tender is open to Tenderers <u>domicile</u> on the island of <u>Tobago for a period of no</u> 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 with common directors or shareholders bidding shall be disqualified.
- (D) A Bidder, and all parties constituting the Bidder, shall meet the following criteria to be eligible to participate in public procurement:
 - i. the bidder has the legal capacity to enter into a contract;
 - ii. the bidder is not:
 - (a) insolvent;
 - (b) in receivership;
 - (c) bankrupt; or
 - (d) being wound up
 - iii. the bidder's business activities have not been suspended;
 - iv. The bidder is not the subject of legal proceedings for any of the circumstances in (b); and
 - v. The bidder has fulfilled his or her obligations to pay taxes and National Insurance Contributions.

vi. The Directors and or Principal Officers have not been convicted for any criminal offences.

3. SCOPE OF WORKS

The scope for this tender shall include –

- 1. The contractor shall supply all required expertise, labour, tools, equipment, material and services required to provide and complete this scope of works according to the specifications set out in the Bill of Quantities.
- 2. Liaise with all relevant agencies to obtain all relevant approvals from statutory agencies including the electrical inspectorate where necessary and ensure all works are done in accordance with any national electrical codes, law and or regulations.
- 3. All unwanted apparatus should be discarded from project site to an approved dumping site.

See Appendix A - Bill of Quantities for detailed breakdown of works to be undertaken.

4. DURATION AND DEFECTS LIABILITY PERIOD

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

| Maximum Duration | 18 Days |
|-------------------------------------|-----------|
| Minimum Defects Liability Period | 12 Months |
| | |

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.

All tenders must be submitted in sealed envelopes, labelled in **BOLD** letter as follows:

OUTFITTING OF THE DIVISION'S ROXBOROUGH SUBOFFICE DTCT 2019 0008

Tenders should be addressed as follows:

The Administrator

Division of Tourism, Culture and Transportation

Ground Floor of the Division's Main Office Building at #12 Sangster's Hill, Scarborough, Tobago.

Tenders should be deposited in the tender box

(Box Opening dimensions are approx.14" long $x \frac{3}{4}$ " wide)

located on the Ground Floor of the Division's Main Office Building on or before **Friday** 22nd November, 2019, 2:00pm.

Tenderers MUST submit <u>one (1) original and five (5) copies</u> of their bids. The original bid MUST be labelled as "ORIGINAL" in BOLD font and the copies MUST be labelled "COPY". Envelope must be properly sealed with the Tenderer's returning address and contact number at the back of the envelope.

Tenderers MUST also affix their company's stamp at the front of the Envelope, the Bill of Quantities (Appendix A), the Tender Submission Form (Appendix C) and the Tender Cover Page (Appendix D) all duly signed by the Principal.

6. TENDER OPENING

Tenders shall be opened at the Division's Main Office Building at #12 Sangster's Hill Road, Scarborough, and Tobago on Friday 22nd November, 2019, at 2:30 pm.

All tenderers are invited to attend the opening.

7. DOCUMENTS TO BE SUBMITTED TO THE DIVISION

Tenderers **MUST** submit the following documents and information in the order stated hereunder:

- 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. Appendix D
- b. Valid VAT, NIS and BIR CLEARANCE certificates.
- **c. Statutory Documents** Certificate of Incorporation/ Business Registration, Notice of Directors, latest Annual Returns and a utility bill/lease.
- d. Evidence of Past Experience of the Tenderer in the form of two (2) signed contract/letters of award in works of a similar nature to that proposed in this tender within the past five (5) years.

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.

- e. Past Performance Two (2) References 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
- f. Letter of Financial Capacity from a recognized financial institution. This letter should be addressed to the Administrator, Division of Tourism, Culture and Transportation. The Division will not accept any letter from a hardware or any other organization not recognized as a financial institution. Letters that are addressed to another Division will not be accepted. Letters Addressed to the DTCT can not be more than three (3) months old. Letter must identify the range of credit facility the bank is willing to facilitate, e.g. high five digits etc.
- i. **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.
- ii. **Key Personnel** shall include the names of the following:

- **a.** Health and Safety Officer who is suitably qualified to oversee health and safety activities
- A Project Manager who is suitably qualified to manage the entire project
- **c.** The names of any other skilled labor that is required to perform duties consistent with the scope of this tender.
- **d.** Resumes of Key Personnel MUST also be submitted
- Time the Division's maximum period for completion for this tender is 18 days. The tenderer can propose a discounted time period, in which the works can be completed.
 The time period MUST be inserted into the cover page annexed hereto.
- iv. **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.

8. SITE VISITS

The DTCT will coordinate a **MANDATORY** site visit at the **Roxborough Administrative Building, Roxborough, Tobago**. This site visit is scheduled for **Tuesday 19th November, 2019 at 10:00am**. Tenderers shall be deemed to have had the opportunity to inspect and of which (whether it has inspected the same or not) it shall be deemed to have full knowledge.

9. EVALUATION CRITERIA Selection Criteria

| Criteria | | Evidence |
|---|-----------|---|
| Attendance to Site Visit | Pass/Fail | Signed Attendance Register |
| Completion of the Form of Tender | Pass/Fail | |
| Legal Status | Pass/Fail | Incorporation /Registration Certificate |
| Compliance with VAT, BIR and NIS laws | Pass/Fail | Compliance Certificates |
| Not subject to Fraud ,Money laundering, bankruptcy etc. | Pass/Fail | Declaration |
| No Previous Convictions | Pass/Fail | Declaration |
| Methodology | Pass/Fail | Detailed Method of works |
| Past Experience | Pass/Fail | Two (2) previous contracts/letters or award/purchase order of similar nature to that proposed in this tender, within the past five (5) years. Paragraph 10 TSF - A statutory declaration and or affidavit signed by the Client in the case where contract(s)/letter of award/purchase order submitted in (v) is made with a private client/individual or private company stating that the contract(s) submitted is true and that the tenderer's performance has not been |
| | | terminated for any factor related to material non – performance. This must be notarized by a Commissioner of Affidavits. (See Appendix B(a)/B(b) for general format). [This requirement is not necessary where the contracts submitted are from Government or State Agencies] |
| Past Performance | Pass/Fail | Two (2) reference contacts and/or letters of references inclusive of Name, Position and Contact No. from the same clients from which letters of awards/contracts/purchase orders were issued above. |
| Financial Capacity | Pass/Fail | Letter should be addressed to the Administrator, Division of Tourism, Culture and Transportation and should be no older than three (3) month and must give a range, e.g. high five digits etc. |
| Key Personnel | Pass/Fail | CV of Project Manager, Skilled labor, Safety Officer or Construction Supervisor |

- I. Tenderers who have not met the mandatory selection criteria shall not be considered further.
- II. Tenderers shall be evaluated based on price submissions
- III. Where the Tender Evaluation Committee is of the opinion that the successful tender is abnormally low, the Evaluation Committee retains a discretion to reject the tender summarily or require a written explanation or particulars from the tenderer within **seven** (7) from the date that the request was made 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.

11. SUBCONTRACTING

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 DTCT retains a separate right to waive irregularities in the tender submission if in the DTCT's discretion such irregularities are of a minor technical nature or relate to defects.

Where documents submitted by the tenderer are materially incomplete or inaccurate, the DTCT has the discretion to enter into an award with the successful tenderer, subject to the incomplete or inaccurate document being remedied by the tenderer within seven (7) days of a request being made by the DTCT. Where any statutory document and or insurance certificates are not up to date or absent, the tenderer must be able to provide same within seven (7) days of being requested to do so by the DTCT.

The DTCT 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. All queries should be addressed to:

Supervisor, Public Procurement Procurement Unit Division of Tourism, Culture and Transportation

Replies to any request for clarification or additional information (including all previous requests) shall be circulated to all parties participating in this tender process.

14. TERMS OF PAYMENT

The successful Tenderer shall be paid a 90% of the contract sum 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). Tenderers are advised that no mobilization payments shall be made.

15. BID VALIDITY PERIOD

Bids shall be valid for a period of at least ninety (90) days as per the Form of Tender.

16. NO CONTRACTUAL OBLIGATIONS

This is an Invitation to Tender. No contractual obligations will arise between DTCT and any Tenderer until and unless DTCT and a Tenderer enters 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 DTCT reserves the right to vary and or amend contractual terms, with mutual consent of the DTCT 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 favour 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. DTCT 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.

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 must commit 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 DTCT 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 DTCT 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 OF TOURISM, CULTURE AND TRANSPORTATION

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

- (a) The DTCT 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 DTCT 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. The DTCT reserves the right to accept affected. 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
- (c) The DTCT 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 DTCT does not bind itself to accept the lowest or any offer or to reimburse proponents for any expenses incurred in bidding.
- (e) The DTCT 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.

APPENDIX A **Bill of Quantities**

(This is document referred to in paragraph 14 of the pre – fixed Tender Submission Form)

Name of Project: DTCT 2019 - 0008 - Outfitting of the Division's Roxborough Suboffice

Contractor:

| Project Brief: The contractor shall supply all required material and services required to provide and complete specification and standard set by the authorized agent concrete or other apparatus should be discarded from Fill out the estimated cost in the Rate and Amount columbscription, Unit and Quantity. | e this scope of the Divi project site | e of work sion. All e. | according unwanted | to |
|---|---|------------------------------|-----------------------|----------|
| DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
| ENTRANCE WALL FOR ADVERTISING | | | | |
| 1. Provision and placing of art work to entire front windows 32 inches x 9 inches. Art work to be affixed with specific wordings (wording & pictures will be provided by the representative of the Division). | | | | |
| Print on the glass cladding must be durable and easy to | | | | |
| maintain. See Figure 1 for area to install artwork. | PS | Allow | \$10,000 | \$10,000 |
| 2. Procure and install Thermofused Laminated receptionist desk as outlined.Figure 2 of the appendices. | Nr | 01 | | |
| CUBICLE AREA | | .1 | l | |
| 3. Construct of 5 feet x 5 feet cubicle space by 53 inches in height. Wood panels used should be mahogany ¼ inch to ½ inch thick. (e.g. Attached) | | | | |
| The cubicle space should be made of gypsum material, mahogany side panels and in filled with glass (height of in filled glass is 24 inches) as seen in Figure 3. All preparatory work and materials shall be included in the | | | | |
| | Nr | 02 | | |

| EXECUTIVE OFFICE | | | | |
|--|----------|----------|----------|--|
| 4. Construction of 12mm Clear Frosted | | <u> </u> | <u> </u> | |
| Toughened/tempered Glass Partition Window Wall | | | | |
| office space 7 feet - 8 inches x 17 feet by a height of | | | | |
| 13 feet and Kitchen space 12 feet - 5 inches x 5 feet- | | | | |
| 8 inches. | | | | |
| Frosted height should be 6 feet high from floor level and 8 feet high for kitchen wall area. | | | | |
| See layout drawing Figure 4 | | | | |
| | Sf | 202 | | |
| 5. Installation should cater for three (3) 32 inches x 80 | | | | |
| inches glass door with chrome handle; | | | | |
| • One (1) sliding glass doors at kitchen | | | | |
| • Two (2) swing glass doors at office area and | | | | |
| kitchen entrance | | | | |
| All doors are to be fully frosted and made of toughened glass | Nr. | 03 | | |
| | | | | |
| WINDOW FINISHES & FURNITURE 6. Provision and placing of plastic interior PVC window | | | | |
| 6. Provision and placing of plastic interior PVC window drapes with appropriate tracks to fit space (5 feet x 6 | | | | |
| 6. Provision and placing of plastic interior PVC window | Nr | 03 | | |
| 6. Provision and placing of plastic interior PVC window drapes with appropriate tracks to fit space (5 feet x 6 feet; 12 feet 4 inches x 6 feet; AND 14 feet x 4 feet) | Nr | 03 | | |
| 6. Provision and placing of plastic interior PVC window drapes with appropriate tracks to fit space (5 feet x 6 feet; 12 feet 4 inches x 6 feet; AND 14 feet x 4 feet) Colour to be given by client 7. Procure and install three (3) executive type desks to be placed in office area and cubicle spaces. One (1) L-Shape Executive Desk: (60 inches x 72 | Nr | 03 | | |
| 6. Provision and placing of plastic interior PVC window drapes with appropriate tracks to fit space (5 feet x 6 feet; 12 feet 4 inches x 6 feet; AND 14 feet x 4 feet) Colour to be given by client 7. Procure and install three (3) executive type desks to be placed in office area and cubicle spaces. One (1) L-Shape Executive Desk: (60 inches x 72 inches) | Nr | 03 | | |
| 6. Provision and placing of plastic interior PVC window drapes with appropriate tracks to fit space (5 feet x 6 feet; 12 feet 4 inches x 6 feet; AND 14 feet x 4 feet) Colour to be given by client 7. Procure and install three (3) executive type desks to be placed in office area and cubicle spaces. One (1) L-Shape Executive Desk: (60 inches x 72 inches) Two (2) Executive Desk: (48 inches x 32 inches) | Nr | 03 | | |
| 6. Provision and placing of plastic interior PVC window drapes with appropriate tracks to fit space (5 feet x 6 feet; 12 feet 4 inches x 6 feet; AND 14 feet x 4 feet) Colour to be given by client 7. Procure and install three (3) executive type desks to be placed in office area and cubicle spaces. One (1) L-Shape Executive Desk: (60 inches x 72 inches) | Nr Nr | 03 | | |
| 6. Provision and placing of plastic interior PVC window drapes with appropriate tracks to fit space (5 feet x 6 feet; 12 feet 4 inches x 6 feet; AND 14 feet x 4 feet) Colour to be given by client 7. Procure and install three (3) executive type desks to be placed in office area and cubicle spaces. One (1) L-Shape Executive Desk: (60 inches x 72 inches) Two (2) Executive Desk: (48 inches x 32 inches) Colour to be given by client 8. Procure and install Five (5) executive chairs to be placed: | | | | |
| 6. Provision and placing of plastic interior PVC window drapes with appropriate tracks to fit space (5 feet x 6 feet; 12 feet 4 inches x 6 feet; AND 14 feet x 4 feet) Colour to be given by client 7. Procure and install three (3) executive type desks to be placed in office area and cubicle spaces. One (1) L-Shape Executive Desk: (60 inches x 72 inches) Two (2) Executive Desk: (48 inches x 32 inches) Colour to be given by client 8. Procure and install Five (5) executive chairs to be placed: One (1) executive office area, | | | | |
| 6. Provision and placing of plastic interior PVC window drapes with appropriate tracks to fit space (5 feet x 6 feet; 12 feet 4 inches x 6 feet; AND 14 feet x 4 feet) Colour to be given by client 7. Procure and install three (3) executive type desks to be placed in office area and cubicle spaces. One (1) L-Shape Executive Desk: (60 inches x 72 inches) Two (2) Executive Desk: (48 inches x 32 inches) Colour to be given by client 8. Procure and install Five (5) executive chairs to be placed: One (1) executive office area, Two (2) receptionist area and | | | | |
| 6. Provision and placing of plastic interior PVC window drapes with appropriate tracks to fit space (5 feet x 6 feet; 12 feet 4 inches x 6 feet; AND 14 feet x 4 feet) Colour to be given by client 7. Procure and install three (3) executive type desks to be placed in office area and cubicle spaces. One (1) L-Shape Executive Desk: (60 inches x 72 inches) Two (2) Executive Desk: (48 inches x 32 inches) Colour to be given by client 8. Procure and install Five (5) executive chairs to be placed: One (1) executive office area, | | | | |

| 9. Procure and Install Four (4) leather seating and | | | | |
|--|------|-----|---|---|
| leather backrest chairs with armrest for (guest | | | | |
| seating): | | | | |
| Executive Office: Two (2) | | | | |
| Seating Area: Two (2) | | | | |
| Colour to be given by client. Figure 5 | | 0.4 | | |
| Colour to be given by chemic rigure a | Nr | 04 | | |
| ITCHEN AREA | | | | |
| 10. Procure and install 12 inches stainless steel hand | | | | |
| towel rack to be mounted against the walls of the kitchen | Nr | 01 | | |
| | | | | |
| 11. Procure and install 30 inches stainless steel kitchen sink inclusive of a Stainless steel pipe. | Item | 01 | | |
| 12. Miscellaneous plumbing to fit fixtures and ensure proper flow of water | Item | 01 | | |
| 13. Procure One (1) double door 10 cu ft. whirlpool | | | | |
| standing fridge for the kitchen area. Colour to match | | | | |
| the scheme in the kitchen. Colour would be | Item | 01 | | |
| supplied by the Client | | | | |
| 14. Procure a 1.7 cu whirlpool microwave for the kitchen area. Colour to match the scheme in the kitchen. | Item | 01 | | |
| | | | | |
| | | | | |
| 15. Construction of a counter top 36 inches above floor at | | | | |
| a thickness of 1 ½ inches using a teak based material. This should carry a granite top and ground cupboards | | | | |
| to be used as storage. Kitchen space shall not exceed | _ | | | |
| 6 feet 6 inches. | Item | 01 | | |
| | | | | |
| OMPUTERS | | T | T | T |
| | | | | |
| 16. Procure and install Four (4) hp desktop computers of specification. See appendices . Figure 6 | Nr. | 04 | | |
| of specification. See appendices. Figure 6 IAKE GOOD | | | | |

| 17. Make good all defects arising out of the works, site clean-up and cart away to an approved dump site. | Item | 01 | |
|---|------|----|-------------|
| PROVISIONAL SUM | | | \$10,000.00 |
| Sub- Total | | | |
| 12.5 % Vat if Registered | | | |
| CONTRACT PRICE | | | |

| Signature | | |
|--------------------|---------------|--|
| In the capacity of | | |
| | Company Stamp | |

APPENDIX B (a) Statutory Declaration (Private Company)

REPUBLIC OF TRINIDAD AND TOBAGO

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

| [, | , Director and (Name of director) |
|--------------|---|
| | |
| autnorized | representative of(Name of company) |
| a company | duly incorporated and continued under the Companies Act 1995, with its registered |
| office situa | te at(Address of company) |
| the Island | of Tobago/Trinidad in the Republic of Trinidad and Tobago, make oath and say as |
| 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 any signed contracts/letters of award of purchase orders that has |

- 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

| Declar | red at | |) | |
|--------|--------|------|---|------------|
| this | day | |) | |
| of | | 2018 |) | |
| | | | | Before me, |

COMMISSIONER OF AFFIDAVITS

APPENDIX B (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) | | |
| | | | of |
| | (Oc | ecupation of person) | _ |
| | | | |
| | | (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 that has been submitted pursuant to **DTCT 2019-0008** is a true representation of works the Tenderer has undertaken for me personally and further that the Tenderer was not terminated for any reason related to and or ancillary to material non performance.
- 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

| Declar | red at | |) | |
|--------|--------|------|---|------------|
| this | day | |) | |
| of | | 2018 |) | |
| | | | | Before me, |

COMMISSIONER OF AFFIDAVITS

APPENDIX C

Tender Submission Form

<u>Instructions: Detach, print back and front and place the necessary attachments under the respectively labelled cover pages. For instance attachment for certificate of incorporation should be placed under cover page "A". Attachments must be tabbed for ease of access.</u>

| . I am | ,Managing Director/ |
|---------------------------|--|
| Chief Executive Officer/ | Director and or authorized representative of |
| | |
| | (hereinafter |
| referred to as "the Firm" |). In so far as the contents of this application are within my |
| personal knowledge they | are true, otherwise they are true to the best of my knowledge, |
| information and belief. | |
| I make this submission is | n response to <u>DTCT 2019 – 0008 – Invitation to Tender for</u> |
| Outfitting the Division' | 's Roxborough Suboffice |
| Legal status: | |
| Limited Liability | Registered Sole Trader Unregistered Sole trader |
| Unincorporated ass | sociation Partnership |
| Address of Tenderer: | |
| | |
| | |
| | |
| | |

| 5. | Name, Position, email address and contact no. of person authorized to represent firm: |
|----|---|
| | |
| | |
| | |

6. The Tenderer **[is/is not]** in compliance with all applicable statutory laws relating to Value

Added Tax, Income Tax and NIS Compliance as detailed hereunder -

| Certificate | Date of issue | Valid until |
|----------------|---------------|-------------|
| BIR Clearance | | |
| VAT Clearance | | |
| NIS Compliance | | |

- 7. I [certify/cannot certify] that the Directors and or Officers of the Tenderer have not been the subject of any fraud, money laundering, terrorist financing, corruption or participation in criminal affairs investigations. I further certify that the said persons have not been convicted for any criminal offences and can produce police certificates of good character within fourteen (14) days if required to do so.
- 8. I certify that the Tenderer [is/is not] Bankrupt or is the subject of insolvency or winding-up proceedings, where the organization's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of Trinidad and Tobago or any other jurisdiction.

| 9. | The Tenderer [has/does not have] two (2) letters of award/signed contracts/purchase |
|----|---|
| | orders demonstrating the Tenderer's experience in supplying services of a similar nature. |

| Issuing Client | Date of letter of award/contract | Nature of works | Contract Sum |
|-----------------------|----------------------------------|-----------------|--------------|
| | | | |
| | | | |

- 10. The Tenderer having submitted evidence of letters of award/contract(s) above, further submits statutory declaration(s) in a form prescribed in Appendix B (a)/B(b), evidencing the truth of the contents therein.
- 11. The Tenderer [has submitted/ have not submitted] two (2) reference contacts and/or letters of references that can attest to its past performance or current contracts. The name, position and contact information for the references and/or letters of references are hereto stated below —

| Name of reference | Client | Position in client agency | Phone No | Email |
|-------------------|--------|---------------------------|----------|-------|
| | | | | |
| | | | | |

- 12. The firm has access to, or has available, liquid assets, lines of credit, and or other financial means from a recognized financial institution that should not be older than **three (3) month** and must give a range, e.g. high five digits etc.
- 13. The Project Manager and or construction supervisor of the Firm who shall be responsible for the day to day supervision of the works to ensure adherence to quality standards is

and he/she has years' experience in the supervision of construction projects. The Firm further warrants that this person shall be made available for the duration of the project and may only be substituted with the consent of the Division.

- 14. The Firm represents that it **[can/cannot]** complete the prescribed scope of works within the <u>18 day's</u> period.
- 15. The Firm, if successful, **[commits/ does not commit]** to indemnify the THA, its employees, agents and or servants, or other lawful invitees on the THA premises to which this tender relates of any loss, bodily injury and damage to property due to any act of neglect or default of the Security Officers employed by the successful bidder
- 16. The Firm acknowledges that until a formal contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall **not** constitute a binding contract between the Division and the Firm.

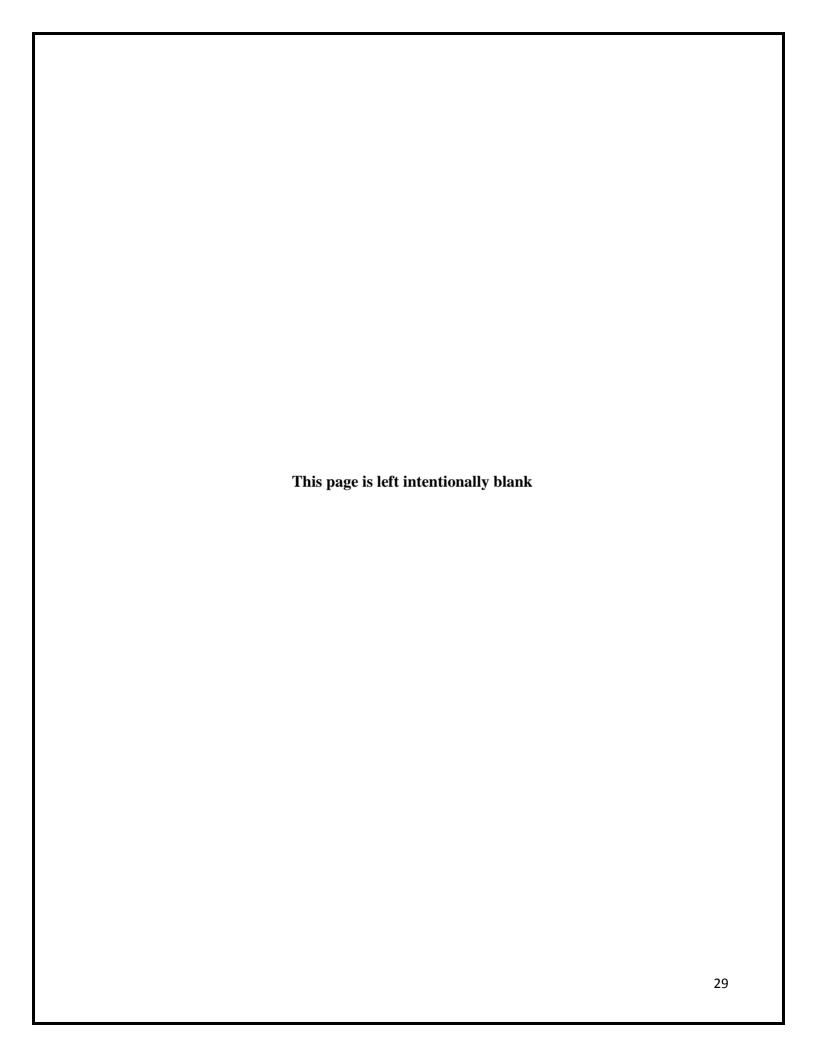
Statement of truth

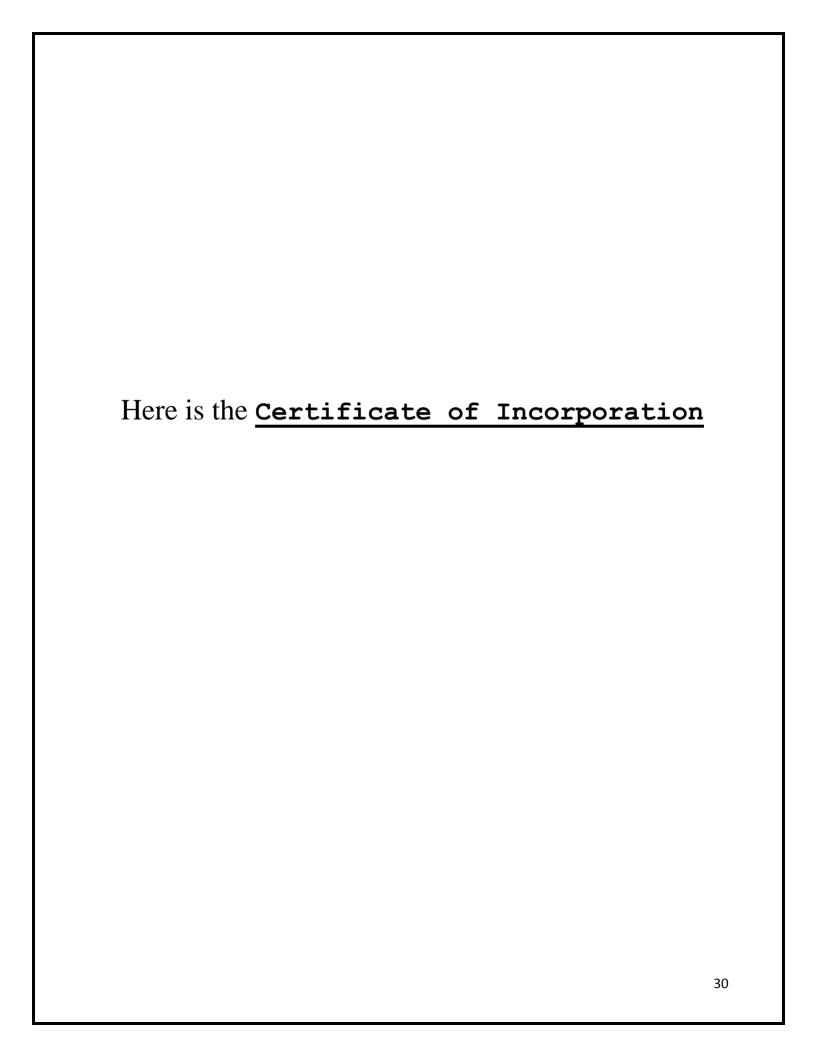
I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will be used in the selection and award process to assess my organisation's suitability to be selected for this tender. I also acknowledge that the THA's authorised representative shall make any enquiries concerning the particulars of my submissions, if necessary.

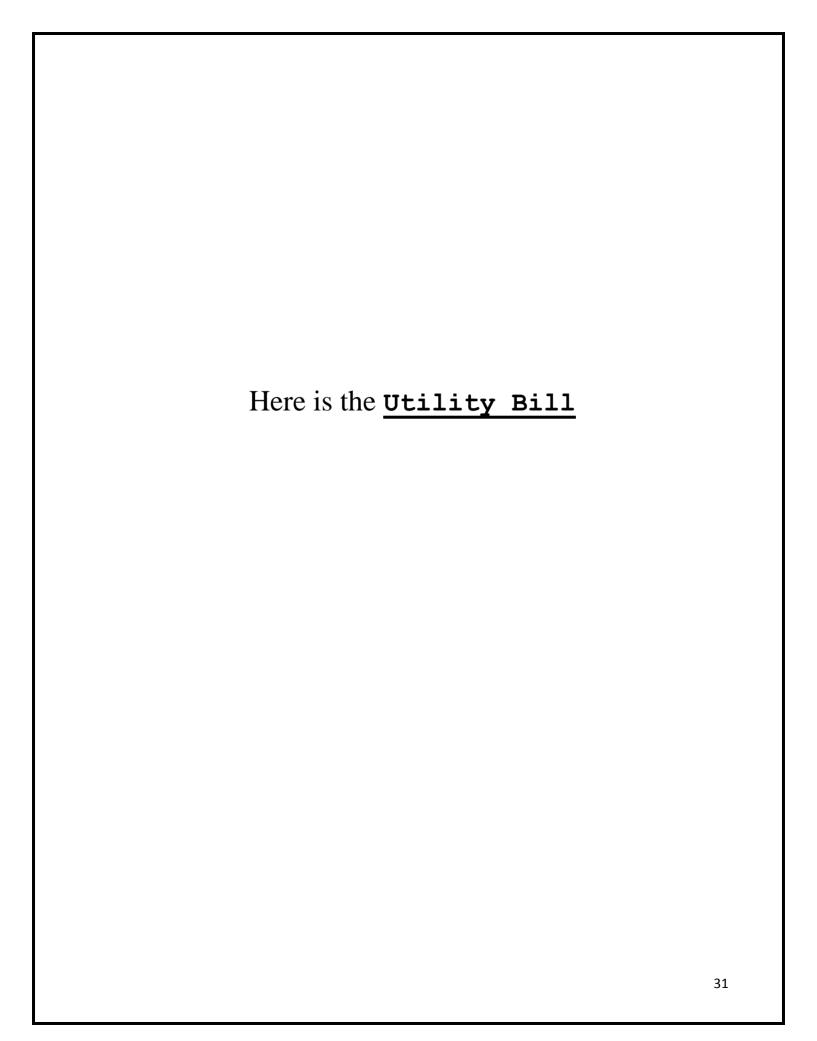
I understand that the THA may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information. I understand further that any discrepancies in the answers provided and the evidence demonstrated may result in automatic disqualification now and for future tender opportunities from the THA.

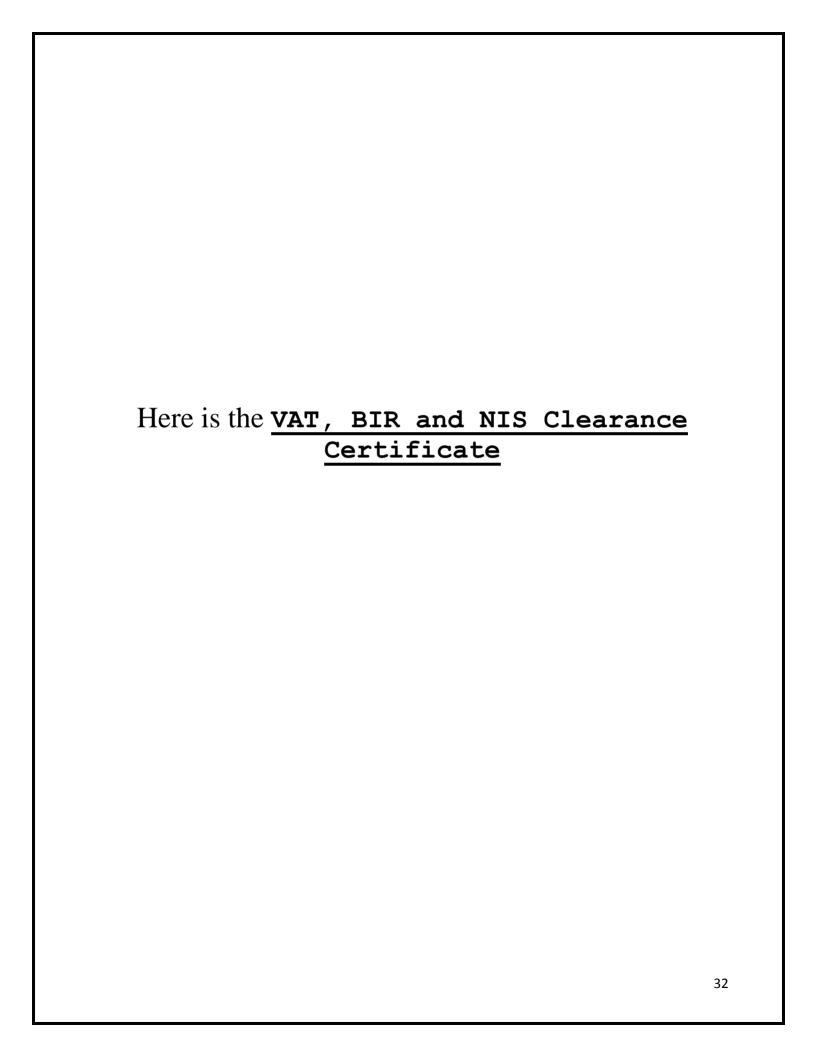
| Dated this | dav of | 2019 |
|------------|--------|------|
| | | |

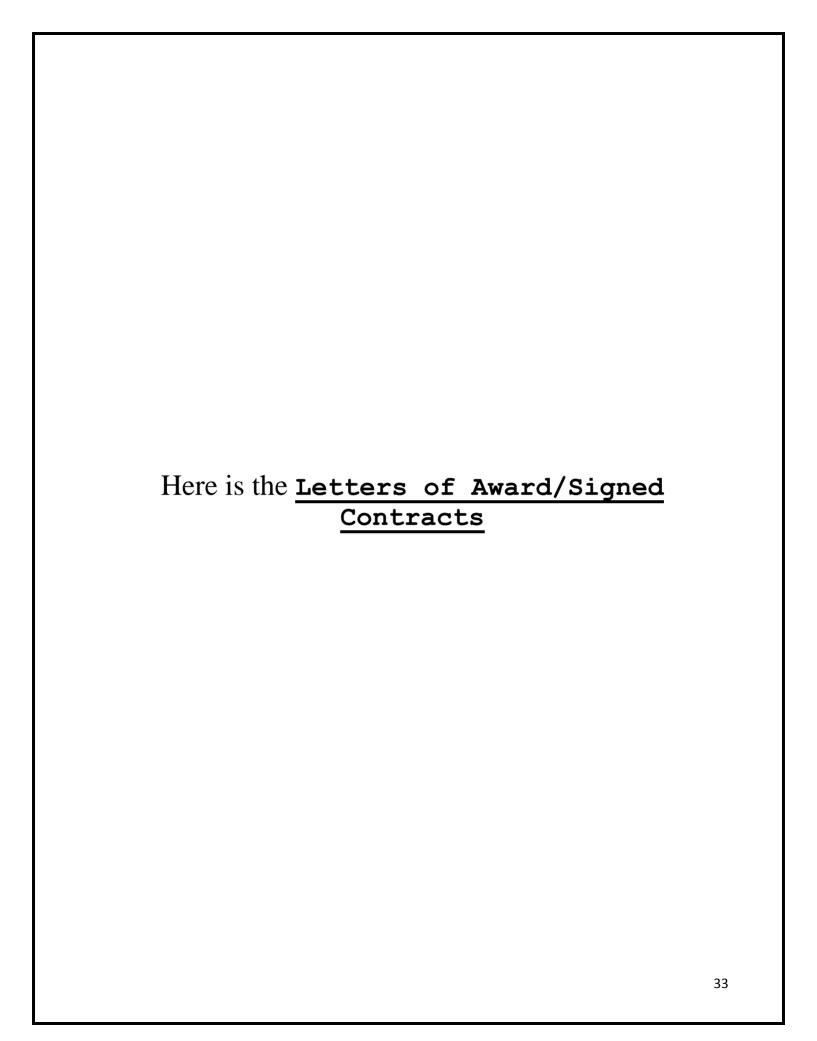
| Authorized representative on behalf of the Firm | |
|---|------|
| | Seal |

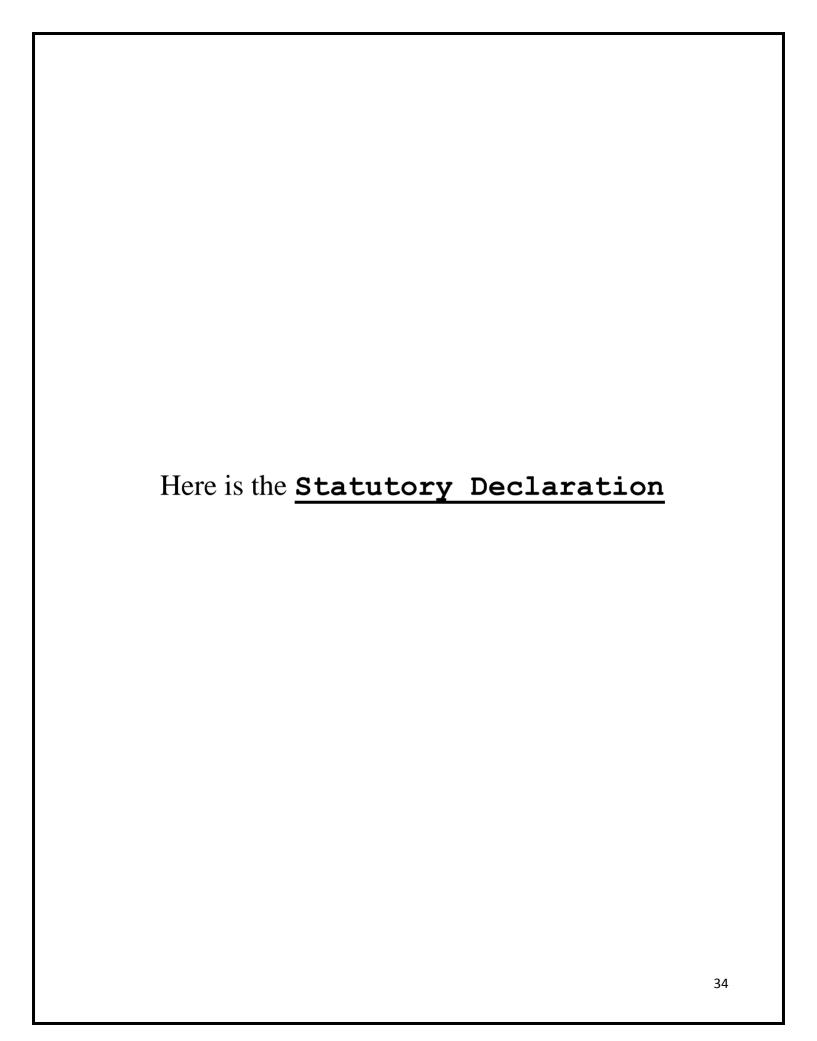


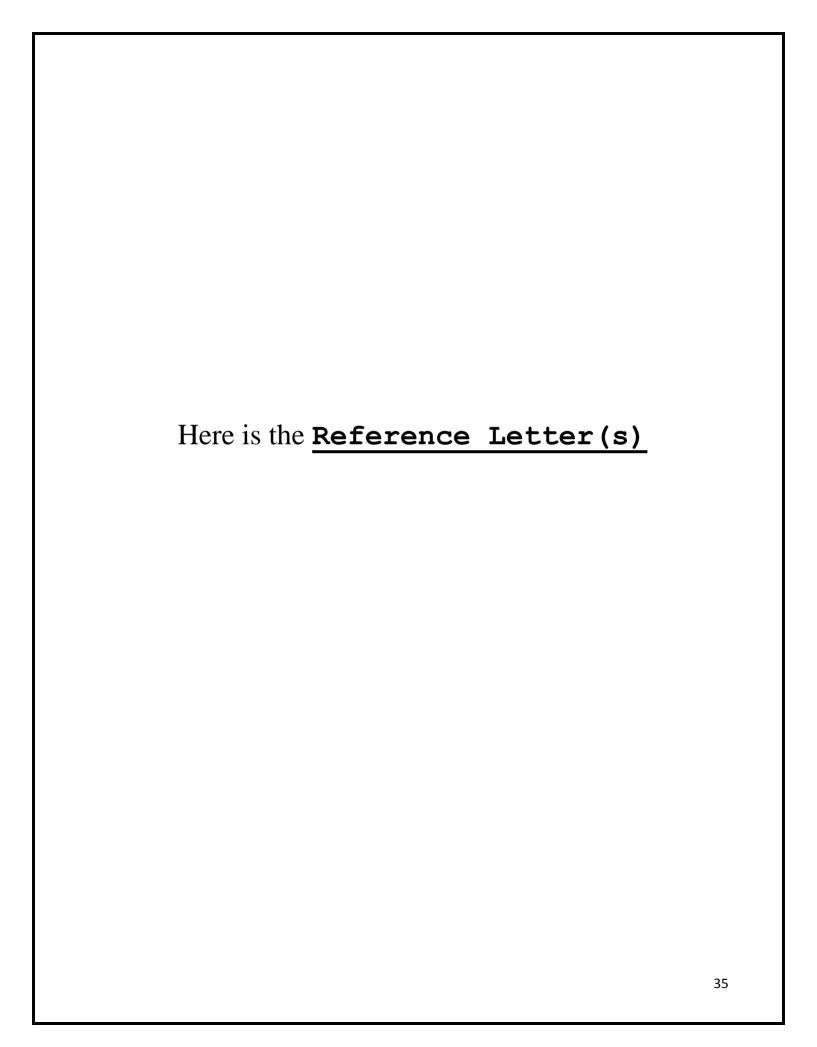


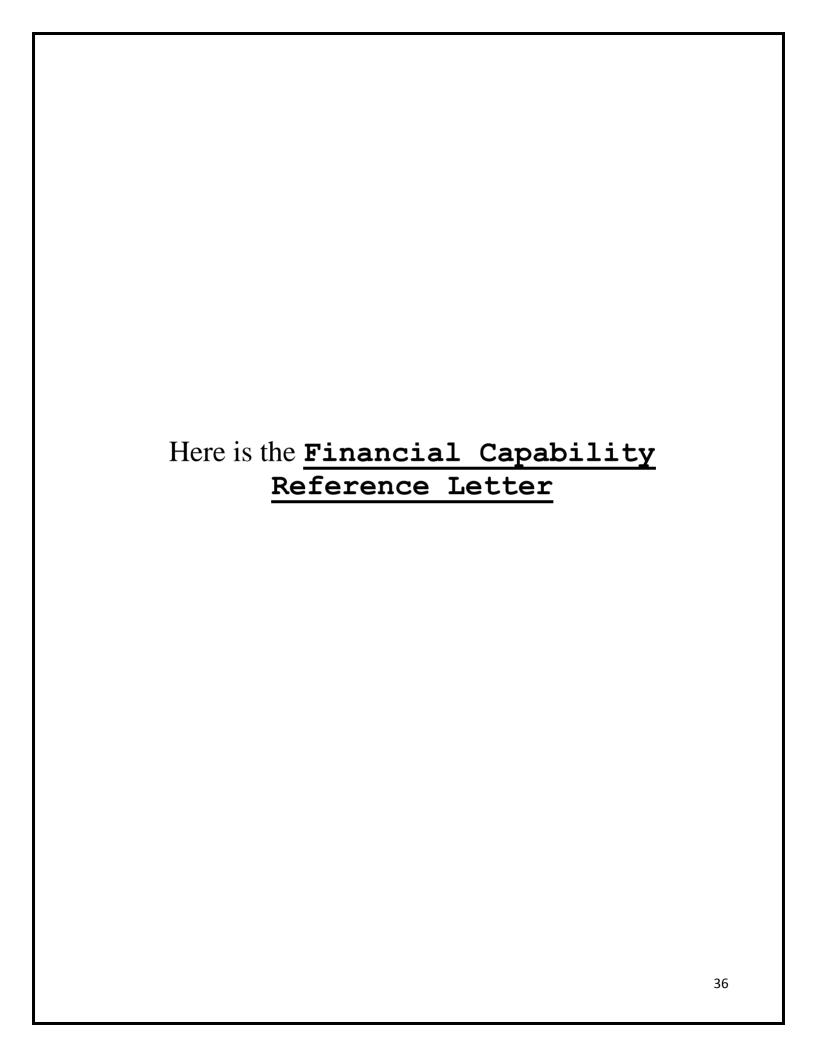


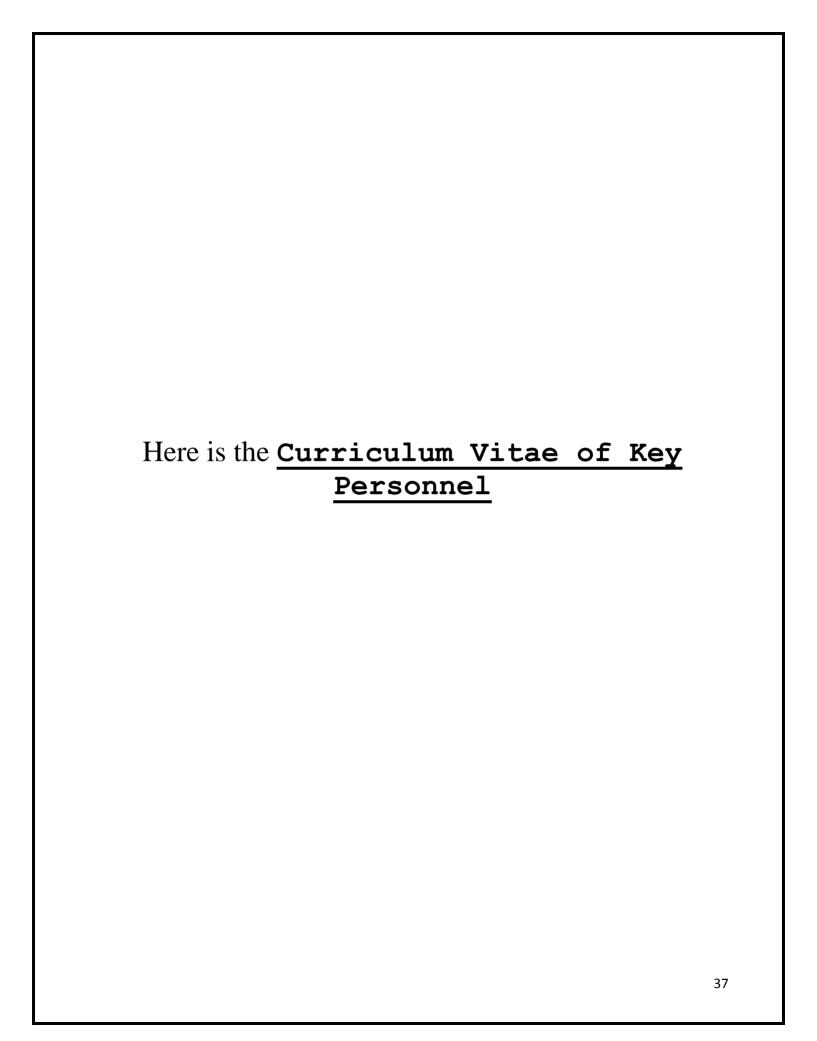












APPENDIX D

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 thisday of | 2019 | |
|---------------------------|------|--|
| | | |
| Authorized Representative | | |

