



TOBAGO HOUSE OF ASSEMBLY

DSYA 2019 - 0007

INVITATION TO TENDER

FOR

INSTALLATION OF GRANULAR SPORTS SURFACE FOR TWO (2) LONG JUMP PITS

- (1) Shaw Park**
- (2) Speyside**

Closing Date – 21st May 2019 @ 1:00pm

Site Visit – 15th May 2019 @ 10:00am

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1. BACKGROUND INFORMATION

This tender includes remedying of minor defects and applying granular sports surface to two (2) long jump pits at Shaw Park and Speyside. This tender is divided into **three (3)** lots –

- (a) **Lot 1 – Shaw Park**
- (b) **Lot 2 – Speyside**
- (c) **Lot 3 – Combination offer (Lots 1 and 2)** – This package considers whether the Tenderer is willing to give a package offer that taken together is less than the sum of the individual Lots.

2. ELIGIBILITY

- (A) This tender is open to Tenderers situate in the jurisdiction of **Trinidad and Tobago**.
- (B) Tenderers may bid for one or more Lots if it so desires. By submitting a bid for any Lot the Tenderer offers that it may be contracted for one or more of the Lots or a combination of Lots.
- (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:
 - (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 detailed Bill of Quantities are attached as **Schedule II**. All unwanted apparatus should be discarded from project site.

4. DURATION AND POST CONSTRUCTION WARRANTY

The maximum project duration and minimum post construction warranties are as follows –

	Lot 1	Lot 2
Max Project Duration¹	28 days	28 dys
Min post construction warranty	90 days	90 days

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 instruction very carefully, since failure to abide by same may result in automatic rejection.

- (a) Tenderers are advised that if they cannot meet the selection criteria requirement, particularly the past experience requirement in demonstrating works of a similar nature they shall **not** be considered **and it would be in their best interest to save the cost and time associated with tendering for this project.**

¹ To be done concurrently if won by a single tenderer

- (b) Tenderers are to extract the corresponding Bill of Quantities in **Schedule II**, for the Lots that they are interested in and only fill out those Bill of Quantities for submission and place them in **ONE (1)** tender package.

Div	Addressed to:	Submission location	Site Visit	Closing date	Copies
Division of Sport and Youth Affairs	<p><i>[Name of Tenderer]</i></p> <p>DSYA 2019 - 0007</p> <p>The Administrator, Division of Sport and Youth Affairs</p>	Tender box (Box Opening dimensions are approx.14” long x ¾” wide) located on the Ground Floor of the Division’s Main Office Building at Montessori Trace, Glen Road, Scarborough Tobago	<p>15th May 2019 at 10:00am</p> <p>commencing at Shaw Park Complex</p> <p>Site visits are not mandatory, but by submitting a tender it shall be deemed that the Tenderer is familiar with the site conditions, whether it has knowledge or not.</p>	<p>21st May 2019 at 1:00pm</p> <p>Tenders shall be opened shortly thereafter</p>	one (1) original and four (4) copies

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 properly 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** as per **Schedule I**
- (b) Certificate of Incorporation/Registration, Notice of Directors, latest Annual Returns

- (c) **Valid VAT, NIS and BIR** clearance certificates for individual tenderer.
- (d) A brief narrative of the past experience of the tenderer to demonstrate its suitability in undertaking works of this nature – Persons tendering **must** be **specialised** in undertaking these type of works and be able to provide documentary evidence of having done works of a similar nature along the lines of applying sports surface similar to that proposed in this Tender². Submission of at least **TWO (2)** previous projects within the past three (3) years as evidenced by letter(s) of award/**signed** contracts/purchase orders demonstrating that the Tenderer has undertaken works of a similar nature for the State, Statutory bodies, State Enterprises, Regional Corporation, or sporting bodies exercising public functions etc.
- (e) **Past Performance** – the names and contacts numbers of persons who supervised the works on behalf of the Client, or if the person is no longer employed with the client, the name and contact number of someone who is currently employed with the Client and who can attest to the performance of the Tenderer. Alternatively any testimonial evidencing the quality of the Tenderer’s past work.
- (f) **Technical capacity** - Resume of key person(s) who shall be responsible for overseeing this project. Key person(s) must demonstrate experience in undertaking works of this type for at least five (5) years.
- (g) **Schedule** – 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.
- (h) **Financial Capacity** - Financial reference from a **recognized financial institution** demonstrating the ability to finance the project to at least 30% of the cost proposed in the tender. Letter must give a range, e.g. high five digits, low six digits etc.

² This shall be construed restrictively

Alternatively, an economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links, which it has with them. It must in that case prove to the Division that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal

- (i) **Post construction and or installation warranty-** The Division requires the Tenderer to provide a post construction warranty (**Schedule I**)
- (j) **A financial offer.** The financial offer shall be in the form of the annexed Bill of Quantities. **This is required for each of the Lots the Tenderer is bidding for.**
- (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. EVALUATION CRITERIA

Step 1 - Mandatory criteria³

- (a) Tenderers must have the legal capacity to enter into a procurement contract. – See **8 (b)**
- (b) Tenderers **MUST** have complied with all local Tax laws as at the date of submission. – See **8 (c)**

Step 2 - Selection criteria – Firm’s capability and capacity

Firms must pass each element in the selection criteria before proceedings to the award criteria. To this end the selection criteria includes –

³ Compliance with section 8 (a), (b), (c) and (d)

Ser	Criteria	Score	Evidence
1	Past Experience	Pass/Fail	See 8 (d)
2	Past Performance	Pass/Fail	See 8 (e)
3	Technical Capacity	Pass/Fail	See 8 (f)
4	Schedule	Pass/Fail	See 8 (g)
5	Financial Capacity	Pass/Fail	See 8 (h)

Tenderers must pass **EACH** element of the mandatory and selection criteria to be further considered.

Award Criteria

Ser	Criteria	Weight	Evidence
6	Post construction warranty	30	See 8 (i)
7	Price	70	See 8 (j)

Awards shall be made based on the following –

Combined offers shall be considered if deemed to be in the best interest of the THA. In assigning a point value to the prices proposed, if necessary, the following formula shall apply whether to each lot individually or in combination - $[(\text{Lowest price/Tenderer's price}) \times 70] + [\text{Tenderer's post construction warranty/ highest post construction warranty} \times 30]$.

Where any documents pertaining to the eligibility, mandatory or selection criteria is incomplete or absent, the Division reserves a discretion to permit the tenderer to bring in the incomplete/absent document within a reasonable time period.

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 a discretion to reject the tender summarily or require further and better particulars

9. CONTRACTING

Any contracting made with successful Tenderers shall be made with the price, time and warranty proposed. Time proposed shall be made of the essence in the contract. The form of contract shall be a fixed price lump – sum contract, and not by individual elements of the Bill of Quantities.

10. 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.

11. 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: candy.parks@tha.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, <http://pco.tha.gov.tt> Tenderers are therefore advised to constantly monitor the website for any notices, amendments, clarifications etc.

12. TERMS OF PAYMENT

Upon the successful completion of works and the subsequent issuance of the completion certificate by the Division's project manager, all other monies shall be paid to Tenderer within thirty (30) days, but no later than sixty (60) days after the submission of the invoice to the Accounting Department. The Division shall retain ten (10%) on each payment made to the Tenderer, to only be released after the defects liability period of ninety (90) days⁴.

⁴ This is separate from the post construction warranty period, which shall be made a term of the contract.

Tenderers are advised that there is the possibility that no mobilization payments shall be made.

13. BID VALIDITY PERIOD

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

14. 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 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 Division reserves the right to vary, negotiate and or amend contractual terms, with mutual consent of the Division and the successful tenderer.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. GOVERNING LAW

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

Schedule I
Cover Page

The Administrator
Division of Sport and Youth Affairs
Tobago House of Assembly

Dear Madam,

Having read the tender documents and the provisions therein and taking into account the variables as described on the site visits, the Tenderer proposes the following prices and warranties for Lots 1, 2 and 3:

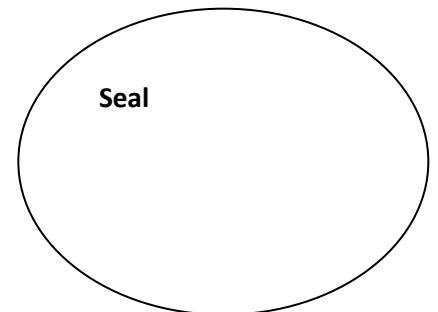
Ser		Lot 1	Lot 2	Lot 3 ⁵ (Combined Offer Lots 1 and 2)
1	Price (pre – Vat)			
2	Warranty			

In support of the above – mentioned submissions see annexures to demonstrate that the Tenderer has the capability to undertake the works herein.

- (a) **Annexure A** – Certificate of Incorporation and or Registration, Notice of Directors
- (b) **Annexure B** – Valid VAT, NIS and BIR compliance certificates
- (c) **Annexure C** - Brief narrative of suitability based on past experience together with past contracts/letters of award/Purchase orders demonstrating that the tenderer has done works of a similar nature prior
- (d) **Annexure D** – The names and contacts of two (2) references for the works done as evidenced in the past contracts/letters of award/purchase orders above.
- (e) **Annexure E** – The name(s) and resume of the key personnel who shall be responsible for supervising the works
- (f) **Annexure F** - Schedule (to be in alignment with the time period of no more than 28 days)
- (g) **Annexure G** - Statement from recognized financial institution
- (h) **Annexure H** - Price breakdown (**Schedule II**)

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

.....
Authorized Representative Signature



⁵ This is applicable if the Tenderer wishes to provide a package deal on both Lots

Schedule II
Lot 1 – Shaw Park

[illegible]

			Class R		
		Qty	Unit	Rate	AMOUNT
a	Paving				
	Light duty pavement Applying granular sports surface depth 13mm to 18mm using porplastic primer and porplastic binder	88	m2		
				To Summary \$	

Lot 2 - Speyside

					Class A General Item
		Qty	Unit	Rate	Amount
	General item Method related charges services				
a	Hoarding to the work area using snow fence to protect general public.		sum		
	Provisional Sums Include sum for remedying defects on runway and pan		sum		2,500.00
c	Allow sum for transprtation of material to speyside and excessive material to stores		sum		3500
			To Summary		

			Class R		
		Qty	Unit	Rate	AMOUNT
a	Paving Light duty pavement Applying granular sports surface depth 13mm to 18mm using porplastic primer and porplastic binder	88	m2		
				To Summary \$	

