## INVITATION TO TENDER FOR

# PROVISION OF SECURITY SERVICES FOR SHIRVAN ADMINISTRATIVE COMPLEX DIVISION OF FOOD PRODUCTION, FORESTRY AND FISHERIES For A one (1) year period

DFPFF 2019/20-0002

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## 1. BACKGROUND INFORMATION

The Tobago House of Assembly (**THA**) comprises two main arms, the **Legislative Arm** and the **Executive Arm**, and **ten (10) divisions** with particular remits plus the Office of the Chief Secretary, which oversees the others.

The aim of this Division, the Division of Food Production, Forestry and Fisheries (DFPFF) is to provide exceptional and equitable service to all customers through the use of technology and a well trained professional workforce leading to the development of Tobago.

In this regards, Division of Food Production Forestry and Fisheries (DFPFF) is seeking competent and reliable <u>security service providers</u> to <u>forcefully protect</u> the Shirvan Administrative Complex, located at Shirvan Road, Shirvan Tobago for a twenty-four (24) hour basis for a period of <u>one (1) year starting from August 1<sup>st</sup> 2020 to 31<sup>st</sup> July 2021</u>. The Division of Food Production Forestry and Fisheries will conduct its procurement process in accordance with procurement best practice to ensure integrity, accountability, good governance, transparency, value for money and fairness.

## 2. SCOPE OF WORKS

Hrs	Mon – Fri 6am – 6pm	Mon – Fri 6pm -6am	Saturday & Sunday 24hrs	Public Holidays 24hrs
Type of Security				
Unarmed	5 persons	1 person	1 person	1 person
Armed	2 persons	1 person	1 person	1 person

- a. See <u>Appendix A</u> for full scope of works. Supplemental scope of works shall be discussed with the successful Tenderer in order to properly manage the scope of services. Any duties shall be within the normal course of duties and or the standards required of a Security Officer.
- b. A senior rank, Corporal or higher must be available at all times
- c. The provider shall be required to provide some female officers during working hours

## 3. 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 initialed by the bidder or, in the case of a company, partnership or firm, by a duly authorized officer or employee of such company, partnership or firm.

## 4. TENDER SUBMISSION INSTRUCTIONS

Tenderers are to submit in a neatly binded and tabbed order the following -

- (a) Certificate of Incorporation, Notice of Directors, Notice of Registered Address and a Recent Utility Bill
- (b) Valid VAT NIS and BIR Compliance Certificates (valid as at the date of submission)
- (c) Firearm user License
- (d) Evidence of past experience to at least 40% of the price proposed in this tender including armed security. Evidence shall be in the form of signed contracts/letters of award or purchase orders within the past five (5) years. Signed contracts operating concurrently shall be taken into account to determine capacity. Where any signed contract is submitted from a private individual or a private company it must be annexed to the statutory declaration (Schedule III). The statutory declaration must be from the client and not the Tenderer.
- (e) Evidence of access to or availability of credit facilities by the Tenderer's bank and or a recognized financial institution. The letter must give a range of finances available to tenderer.
- (f) Workmen's Compensation and Public Liability insurance certificates
- (g) Price Submissions (See Schedule II)

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

DFPFF 2019/20 - 0002 - Invitation to Tender for the Provision of Security Services for Shirvan Administrative Complex The Administrator Division of Food Production, Forestry and fisheries Shirvan Administrative Complex, Shirvan road, Shirvan Tobago And deposited in the tender box located on -

> The Procurement Unit 2<sup>nd</sup> Floor, Shirvan Administrative Complex, Shirvan Road, Shirvan Tobago

On or before 03<sup>rd</sup> July 2020 at 1:30pm

## Tenders shall be opened shortly thereafter

Tenderers **MUST** submit one **(1)** original and three **(3)** copies of their bids in only <u>one (1)</u> <u>envelope</u>. Therefore the Division does not expect to see three (3) separate envelopes from any one (1) tenderer.

Bidders **MUST** also affix their company's stamp at the front of the Envelope and on the Tender Submission Form and duly signed by the Principal or representative responsible for preparing the bid.

## 5. EVALUATION CRITERIA

The above requirements shall be assessed on a **PASS/FAIL** basis, depending on the adequacy of the representations made in the evidence submitted. Tenderers who have not passed the above mentioned requirements shall not be considered further. Evaluations shall be based on price submissions of tenderers. Price submissions must be all inclusive and take into account the fact that a Corporal is required to visit the complex no less than three (3) times a day.

#### 6. 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 if it is in the best interest of the THA to do so.

Where documents submitted by the tenderer are materially and patently incomplete or inaccurate, the Division is not obligated to but has the discretion to request that the incomplete or inaccurate document be remedied by the tenderer within three (3) days of a request being made by the Division.

Where any statutory document and or insurance certificates are not up to date or absent, the Division may exercise a discretion to permit the tenderer to provide same within a reasonable time period of being requested to do so by the Division.

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.

#### 7. METHODOLOGY

Security providers must be able to provide baton officers, precept unarmed officers or armed estate constables or a combination of officers, on duty at the location(s). There shall be no mixing of security providers at any one location. Officers must be present at least thirty minutes (30) prior to the commencement of their shift in order to adequately takeover any issues and or relevant material from the outgoing officer. Therefore thirty (30) minutes prior to the commencement of shift there will be two (2) officers at the relevant station. Officers are not to work consecutive shifts under any circumstances.

Officers are to make periodical and or random "walk through" on the compound on which they are securing during the course of their shift. At no point in time are the main

entrances to any of the facility be left unsecured. ALL visitors' name and vehicle numbers where applicable, regardless of the circumstances must be recorded in the diary. All other items outlined in the scope of services must be complied with.

#### 8. REQUESTS FOR ADDITIONAL INFORMATION

Bidders requiring a clarification of the bid documents **MUST** do so by contacting the **Procurement Unit DFPFF** by sending email to the following email address: fpff\_procurement@gov.tt

All queries should be addressed to:

## PROCUREMENT UNIT Supervisor, Public Procurement Division of Food Production Forestry and Fisheries (DFPFF)

Replies to any request for clarification or additional information shall be circulated to all parties participating in this tender process and posted on the procurement control office's portal of the THA – **pco.tha.gov.tt** Tenderers are required to monitor the website hereinbefore referred for any updates, clarifications etc. that may be issued.

## 9. TERMS OF PAYMENT

The successful supplier shall be paid upon the submission of monthly invoices. Payment shall generally be made within thirty (30) days of the submission of the invoice to the Administrator, Division of Food Production Forestry and Fisheries.

#### **10. BID VALIDITY PERIOD**

Bids shall be valid for a period of at least one hundred and twenty (120) days. All tenderers must provide a statement certifying same, said statement to be found in the tender submission form.

#### 11. CONTRACTUAL OBLIGATIONS

This is an Invitation to Tender. No contractual obligations will arise between the Division and any bidder until and unless the Division and a bidder enters into a formal, written contract for the bidder to provide the services contemplated in this Tender Document. This tender provides for contracts to be awarded to one or more tenderers based on either one (1) location or a number of locations. Further the Division is not obligated to award contracts for all locations and reserves the right to award contracts for any combination of locations.

#### 12. 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 Security Officers employed by the successful bidder.

#### 13. 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.

#### 14. NO CLAIM FOR COMPENSATION

Except as expressly and specifically permitted in this Tender document, no Bidder 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 Bidder shall be deemed to have agreed that it has no claim.

#### **15. CONFLICT OF INTEREST**

The Division will ensure there is no Conflict of Interest in this tender. As such, any relationship involving Bidders and Members of the Division's Management and Staff must be fully disclosed.

### 16. CANCELLATION

The Division reserves the right to cancel this Tender if it is in the best interest of the THA to do so, without defraying any expenditure incurred by the Tenderer.

### 17. RIGHTS OF THE DIVISION

- (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.
- (c) The Division reserves the right to accept 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 affected. Further, the Division does not have any obligation to inform the affected proponent or proponents of the grounds for the action.
- (d) 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.
- (e) The Division does not bind itself to accept the lowest or any offer or to reimburse proponents for any expenses incurred in bidding.

#### 18. GOVERNING LAW

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

## SCHEDULE I

#### Scope of Works

- (a) The security contractor shall provide specialist security in the following areas
  - Unarmed and precepted male and female security officers
  - Investigation services
  - Safety, including fire prevention and building evacuation
  - Foot patrol
  - Monitoring of closed circuit TV
  - Property surveillance
  - Armed Patrol at nights

Provision of daily reports w.r.t. security breaches

(b) The security contractor shall deploy staff to:

Survey and monitor (on a 24 hour per day/7days per week basis) the entire Shirvan Administrative complex including:

- Perimeter apron and court yard
- Shirvan Administrative Complex Facility including lobby control, elevator control, emergency staircase, exit and entrance-all floors and carpark.

(c) Mandatory security positions during Shirvan Administrative Complex opening hours includes –

- i. Guard Booth/ Carpark 6am to 6pm Two(2) Baton
- ii. Ground Floor / Lobby 6am to 6pm Two (2) Armed and One (1)baton
- iii. First Floor 6am to 6pm One (1) Baton
- iv. Second Floor 6am to 6pm One (1) Baton
- (d) Mandatory security positions during Shirvan Administrative Complex closing hours
  - i. Guard Booth/Patrol Mondays to Fridays 6pm to 6am One (1) armed and One (1) baton
  - ii. Guard Booth/Patrol Saturdays and Sundays 24 hour One (1) armed and One (1) baton
  - iii. Guard Booth/Patrol Public Holidays 24hours. One (1) armed andOne (1) baton

#### **OTHER RELATED DUTIES**

- (a) Provide surveillance of all persons entering and exiting the Shirvan Administrative Complex's buildings
- (b) Sign in and sign out ALL visitors in the Visitors' Log.
- (c) Place a phone call to the office/person announcing the visitor
- (d) Issue visitor identification badges
- (e) Inspect packages, briefcases, purses, duffel bags and other items being brought into or being removed from Shirvan Administrative Complex's premises.
- (f) Conduct body and bag searches where necessary
- (g) Conduct periodic patrols inside and outside the buildings; at least six (6) times per day on inside of the department.
- (h) Deter and report unauthorized personnel or vehicular entry to Shirvan Administrative Complex's facilities
- (i) Endeavor to prevent the occurrence of fires, explosions, collapses and other catastrophes.
- (j) Summon the appropriate response agencies and then notify Shirvan Administrative Complex's in accordance with applicable and standing orders and policies.
- (k) Assist in minimizing the effects thereof; and assist in restoring the area to a safe condition
- (I) Safeguard and deter the commission of crimes against persons and property.
- (m)Summon the appropriate response forces and assist those response forces as required
- (n) Respond to and investigate all smoke and fire alarm conditions and any other indications of suspicious activities within Complex
- (o) Maintain the scene of an incident or crime to protect evidence in accordance with established procedures
- (p) Accompany staff after dark to their vehicles, when requested
- (q) Provide key and lock support to include locking and unlocking main entrances/exits

- (r) Check all floors as staff and other personnel leave for the day to ensure that lights and any other electrical units are safely turned off
- (s) Report daily to Shirvan Administrative Complex's personnel potentially hazardous conditions and items in need of repair, including inoperable lights, leaky faucets, toilet stoppages, broken or slippery floor surfaces, and other safety-related issues. (after hours)
- (t) Maintain law and order within the assigned areas consistent with Security Guard training and equipment so as not to unreasonably endanger property and/or persons
- (u) Prepare required orders, instructions, and incident reports, including reports on accidents and fires; maintain and make available all records in connection with the duties and responsibilities of the assignment
- (v) When authorized, receive, safely keep and turn over to appropriate persons, official mail, messages, and/or faxes; and receive telephone calls in connection with the responsibilities of the assignment.
- (w) Assist in directing traffic and ensure correct occupation of assigned parking; controlling and monitoring admittances to Shirvan Administrative Complex's parking areas.
- (x) Use the Inventory Transfer between Security Shifts form to receive and account for keys to the buildings, various offices, chain locks, visitors or other logbooks, etc.
- (y) Receive and safely store lost and found articles pending return to owner or for appropriate disposal of, in accordance with procedure issued by Shirvan Administrative Complex's policy
- (z) Contact emergency services as required
- (aa) Perform other functions as necessary in the event of situations or occurrences such as civil disturbances, attempts to commit espionage, sabotage or other criminal acts adversely affecting the security and/or safety of Shirvan Administrative Complex's, its employees, property, and the general public lawfully in buildings or on property under the control of the Shirvan

Administrative Complex's consistent with security force training and equipment so as not to endanger persons and property

- (bb) Answer telephone calls promptly at all guard posts with courtesy
- (cc) Be helpful and, within reason, provide information or services requested.
- (dd) Provide armed security for the dispatch cage in the Accounts Department
- (ee) Provide intrusion and fire alarm monitoring and response
- (ff) Deter and report violations of Shirvan Administrative Complex's regulations
- (gg) Secure all company vehicles on Shirvan Administrative Complex's facilities compound during opening and close hours
- (hh) Any other area which poses a security threat in and around Shirvan Administrative Complex's employees, visitors, properties and plant and equipment.
- (ii) Ensure all Security Officers take instructions from the Health & Safety Officers in the event of an emergency, in keeping with the general procedures that have been adopted by the Shirvan Administrative Complex's pursuant to the provisions of the OSH Act of Trinidad and Tobago.

## SCHEDULE II

Form of Tender To: The Secretary, Tenders' Committee, Division of Food Production, Forestry and Fisheries

Dear Sirs/Madam

Having examined the bidding documents **DFPFF 2019/20** - **0002** the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Security Services in conformity with the said bidding documents at a monthly cost of

.....

......(VAT exclusive)

We undertake, if our Tender is accepted, to deliver the services in accordance with the methodology and scope of works outlined in the tender documents.

We agree to abide by this Tender for a period of one hundred and twenty (120) days from the date fixed for Tender opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We acknowledge that until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall <u>not</u> constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Tender you may receive. We hereby declare that we have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt act with regard to this purchase.

Dated thisday of	20	
Signature		
In the capacity of		
Duly authorized to sign Tender for and on behalf of		
		•••••

## SCHEDULE III (a)

Statutory Declaration (Private Company)

#### **REPUBLIC OF TRINIDAD AND TOBAGO**

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

l,	Director and
(Name of di	rector
authorized representative of	
	(Name of company)
a company duly incorporated and conti	nued under the Companies Act 1995, with its
registered office situate at	
	(Address of company)
the Island of Tobago/Trinidad in the Repu as follows:-	ublic of Trinidad and Tobago, make oath and say
1. I am the authorized repres	entative of

duly authorized to give this declaration on its behalf.

- 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 Provision of Security Services to the Scarborough Shirvan

Administrative Complex 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 2018 )

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

(Name of person)

(Occupation of person)

(Address of person)

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

- 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 provision of security services to the Shirvan Administrative Complex 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 "A".

- 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 2020 ) Before me,

#### COMMISSIONER OF AFFIDAVITS