



**THE DIVISION OF TOURISM, CULTURE, ANTIQUITIES AND  
TRANSPORTATION**

**INVITATION TO TENDER  
FOR  
UPGRADE TO FORT BENNETT**

**Site visit Date: Thursday 14<sup>th</sup> July, 2022 at 10.00 am**

**Location: Fort Bennett**

**Client Representative: Mr. Alfred Winchester**

**Closing Date: Friday 22<sup>nd</sup> July, 2022 at 1:30pm**

**Tenders will be accepted during the period: 19<sup>th</sup> July to 22<sup>nd</sup> July, 2022  
(Working days only)**

**Opening Date: Tuesday 26<sup>th</sup> July, 2022 at 10:00am**

**Opening of Tenders Shall be conducted digitally via the Zoom platform**

**(DOTCAT 2022-0007)**

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## 1. **BACKGROUND INFORMATION**

The Division of Tourism, Culture, Antiquities and Transportation (DOTCAT) 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, DOTCAT is seeking competent and reliable contractors to tender for **the Upgrade to Fort Bennett** in accordance with the scope of works provided.

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

## 2. **SCOPE OF WORKS**

- See Appendix A for full scope of works

## 3. **ELIGIBILITY**

In accordance with 29.1 (a) – (f) of the Public Procurement and Disposal of Public Property Act 2015 (as amended) the Tobago House of Assembly is mandated to ensure contractors and suppliers comply with the following:

- (a) have the legal capacity to enter into the procurement contract;
- (b) are not insolvent, in receivership, bankrupt or being wound up, their affairs are not being administered by a court or a judicial officer, their business activities have not been suspended and they are not the subject of legal proceedings for any of the foregoing;
- (c) have not, and their directors or officers have not, been convicted of any criminal offence;
- (d) this tender is open to Tenderers (ie. Owner / Director) domiciled on the island of **Tobago for a period of no less than three (3) years**;
- (e) Tenderers that are pre – qualified within the spend levels of **Category – SMALL- LARGE - (\$101,000 - \$250,000). If tenderers are not certain of their spend level, please contact the Procurement Control Office to make certain you are eligible to participate in this tender.**

- (f) have fulfilled their obligations to pay all required taxes and contributions in Trinidad and Tobago;
- (g) have the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and personnel to perform the procurement contract; and
- (h) meet relevant industry standards.

#### **4. FORMAT OF TENDERS**

- (a) Tenders shall comprise a Single-Envelope System; this means a single envelope containing both the financial and technical 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.

#### **5. TENDER SUBMISSION REQUIREMENTS**

- (a) Tenderers who have participated in the **mandatory site visit** and acknowledgement performed, are to submit their tender **in the order stated hereunder.**

- (b) **A Cover Page (Mandatory)**

- 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 (duration of project)
- The warranty proposed (where applicable)
- Date, **Name**, Job title and **signature** of person making submission on behalf of the Tenderer. **Appendix B**

- (c) **Table of Contents**

- Table of Contents to be prepared with page numbers listed

(d) **Statutory documents (Mandatory)**

- Certificate of Incorporation/ Business Registration
- Notice of Incorporation
- Notice of Directors
- Notice of Address

(e) **Evidence of Domicile (living or business address) in Tobago (Mandatory)**

- Utility Bill (WASA, T&TEC)
- Telephone/Mobile Bill (TSTT, Bmobile, Digicel)
- Authorized letter from a landlord

(f) **Evidence of compliance with legal taxes (Mandatory)**

- VAT compliance certificate - Where applicable
- NIS compliance certificate – where applicable
- Income Tax/BIR

(g) **Evidence of past experience (Evaluated)**

- Tenderers can provide **two (2) previous signed contract/letters of award** with the scope of works **for jobs of a similar nature and** provide **reference letters** from clients for whom works of a similar nature was done. Clients must in their letters state the cost of the works and the nature of the work done. Additionally, contractors can provide a signed Statutory Declaration of Affidavit to declare that works were done to support the reference letters of past experiences presented. (See Appendix C)

(h) **Ability to finance the project (Evaluated)** - Tenderers must demonstrate that they have the financial/other capacity to start and finish the project and are asked to provide financial/other evidence from:

- A **recognized financial institution** (Financial institution, financier) 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.  
OR

- Letters from two (2) or more businesses (eg. Hardware, Equipment owners, Concrete plants etc) to provide materials for the project. OR
- Provide letters from two (2) or more businesses agreeing to finance the project, must ensure the following:
  - i. Letters MUST be done on the business letterhead
  - ii. Letters must state the amount (in dollars) the business is affording the contractor
  - iii. Letters must be signed and stamped by a principal of the business
  - iv. The contractor's signature must also be on the agreement letter from the business
  - v. Copies of the Certificate of Incorporation and the Notice of Directors MUST be provided to support the legitimacy of the business.

**Documents provided must not be older than six (6) months.**

(i) **Methodology to undertake works (Evaluated)**

- 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 AND any other illustrative chart. The following will be evaluated:
  - i. Detailed **description of the plan of action.**
  - ii. **Break down the work** in a tabular form itemizing your approach to complete it from start to finish. **Tell us how long each part of your break-down will take.**
  - iii. Detailed **Gantt chart.**
  - iv. Use any additional **illustrative chart** (pie chart, histogram, bar chart) to show us at **a glance the entire project.**

(j) **Key Personnel (Evaluated)**

- Name, Job title and resume of the Project Lead
- Name, Job title and resume of the Safety Officer
- Name, Job title and resume of any other key personnel

- An Organization chart (**specific to the project**)

(l) **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 warranty on construction of twelve (12) months.

1. **Form of Tender** – Contractor shall submit price proposal on the Form of Tender Annexed in **Appendix D (Mandatory)**
2. **Covid-19 Liability Waiver** – Contractors must sign the Covid-19 Liability Waiver in **Appendix E (Mandatory)**
3. **No additional information** is to be submitted other than the aforementioned. 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 if the time schedule is not properly aligned to the project duration proposed.
4. **The maximum size of the bid package** should not exceed two (2) inches in thickness to fit into our tender box.

## 6. **REQUESTS FOR ADDITIONAL INFORMATION**

Bidders requiring a clarification of the bid documents **MUST** do so by contacting the Tourism Procurement Unit **ONLY**, by sending an 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.

## 7. **TENDER SUBMISSIONS**

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

## SECRETARY OF THE TENDERS COMMITTEE

### UPGRADE TO FORT BENNETT

And submitted into the tender box situated at the lobby at the following address

12 Sangster's Hill

Scarborough

**Tender Closes on 22<sup>nd</sup> July, 2022 at 1:30pm. Due to the Covid-19 Protocols, tenders shall be opened on 26<sup>th</sup> July, 2022 at 10:00 am via Zoom. Tenderers when signing the Tender Submissions Sheet located at reception MUST clearly write their emails so that the zoom link can be forwarded to all tenderers. The Division of Tourism, Culture, Antiquities and Transportation shall not be held responsible for Contractors failing to attend the zoom session.**

Tenderers **MUST** submit one (1) original and five (5) copies of their bids. The envelope of the original bid **MUST** be labelled as “**ORIGINAL**” in **BOLD** font and the envelopes containing copies **MUST** be labelled “**COPY**”. Envelopes must be properly sealed with the bidder's returning address and contact number at the back of the envelope.

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

#### **8. SITE VISITS**

The DOTCAT requires that you attend a **mandatory physical** site visit meeting on **Thursday 14<sup>th</sup> July, 2022 at 10.00 am at Fort Bennett.**

#### **9. EVALUATION CRITERIA**

##### **PRELIMINARY EXAMINATION**

Tender documents that are received will be reviewed to ensure that all documents and information requested in the ITT are included in the submission. At this point, incomplete submissions may be deemed non-responsive to the requirements outlined in the ITT and will not be considered further.



In addition, the bid documents will be examined, on a **yes or no** or **pass or fail** basis to ensure that the mandatory minimum criteria have been met. Proposals that are deemed substantially non-responsive and/or that fail to meet the minimum mandatory criteria contained therein shall not be further considered.

## **EXAMINATION**

Tenderers are required to achieve a minimum score of not less than 50% of the points allocated for each evaluation criterion, as well as not less than 75% of the maximum score attainable, to be deemed technically qualified to be considered for the award of contract.

Tender documents that pass the qualifications evaluation stage (having earned at least the minimum attainable score of **50%** in each of the criterion, and at least **75%** overall) during the qualifications evaluation will be accepted for further evaluation. The Price criterion of the tender will be evaluated last, after all tenders that passed the qualification evaluation stage will be reviewed to ensure that all activities required in the scope of services were priced, and that there are no arithmetical errors in the Tenderers' Commercial submission.

In the event of discrepancies between words and figures, the written words will prevail. In the event of discrepancies between unit prices and total amounts, unit prices will prevail.

<b>Criteria</b>	<b>Reference</b>	<b>Score</b>
Evidence of past experience	5(f)	Meet Criteria – 10 Below Criteria –5
Satisfactory ability to Finance the project	5(g)	Meet Criteria – 10 Below Criteria – 5
Methodology	5(h)	Meet Criteria – 30 Below Criteria – 15
Key Personnel with the requisite experience to lead and complete the job	5(i)	Meet Criteria – 10 Below Criteria – 5
Price		Meet Criteria – 40 Below Criteria – 20
<b>MAXIMUM SCORE</b>		<b>100</b>

## **10. NEGOTIATION OF CONTRACT**

The DOTCAT reserves the right to enter into discussion, and as appropriate, negotiate with the top-ranked Tenderer to clarify, among other things, the scope of services and the deliverables of the assignment. The objective of the negotiations will be for DOTCAT to achieve best value for money. Should negotiations with the top-ranked Tenderer fail, the discussions would be formally terminated. The next ranked Tenderer will then be considered. Negotiations will be conducted with the next ranked Tenderer, and so on until the contract can be successfully negotiated.

## **11. AWARD OF CONTRACT**

The contract will be executed following successful negotiations with the top-ranked, or subsequent Tenderer, and the fulfilment of DOTCAT's requirements for the creation of binding legal relations, including its internal approval process.

Unsuccessful Tenderers will be so notified as soon as possible after the award of contract.

## **12. TERMS OF PAYMENT**

The successful Tenderer shall be paid 45% of the contract sum upon 60% completion of works and the subsequent 45% of the contract sum will be paid upon 100% completion of works with a 10% retention. The Defects Liability Period (DLP) is a minimum of twelve (12) months. The Retention payment of 10% 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.

## **13. BID VALIDITY PERIOD**

Bids shall be valid for a period of at least ninety (90) days. All tenderers must provide a statement certifying same.

#### **14. NO CONTRACTUAL OBLIGATIONS**

This is an Invitation to Tender. No contractual obligations will arise between DOTCAT and any bidder until and unless DOTCAT and a bidder enters into a formal written contract for the bidder to provide the services contemplated in this Tender Document.

#### **15. LATE TENDERS**

Late tenders will not be accepted under any circumstances. DOTCAT 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.

#### **16. 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.

#### **17. CONFLICT OF INTEREST**

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

#### **18. ACKNOWLEDGEMENT**

Interested parties must indicate by e-mail: [Procurement.tourism@visittobago.gov.tt](mailto:Procurement.tourism@visittobago.gov.tt)

That they have obtained the ITT and intends to tender. Proposals must be signed by the person making the offer or in the case of a company, partnership or business firm, duly authorized officer or employee of such company, partnership or business firm. With this acknowledgement, bidders must also indicate the **name and contact details** of the persons within their organization responsible for leading the tender process and subsequent liaison between DOTCAT and their organization for correspondence and queries.

## **19. RIGHTS OF THE OFFICE OF THE DIVISION**

- (a) The DOTCAT 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 DOTCAT reserves the right to reject a Bid, which does not provide satisfactory evidence that the Tenderer has the technical, physical and financial resources to complete the work within a specified contract period.
- (c) The DOTCAT 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 Tenderer or Tenderers of the grounds for the action.
- (d) The DOTCAT 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 DOTCAT does not bind itself to accept the lowest or any offer or to reimburse Tenderers for any expenses incurred in bidding.

## **20. SUPPLIER/ CONTRACTOR'S ACTIONS REQUIRING PURCHASER'S PRIOR APPROVAL**

The Supplier/ Contractor shall obtain the Purchaser's prior approval in writing before taking any of the following actions:

- (a) entering into a sub-contract for the performance of any part of the Services, it being understood that:
  - i. the selection of a Sub-supplier/ contractor and the terms and conditions of the sub-contract shall have been approved in writing by the Purchaser prior to the execution of the sub-Contract, and

- ii. the Supplier/ Contractor shall remain fully liable for the performance of the Services by the Sub-supplier/ contractor and its Personnel pursuant to this Agreement;
- (b) modifying the scope of deliverables as stated
- (c) modifying the Terms and Conditions as stated

The Supplier shall not assign this Agreement or sub-contract any portion of it without the Purchaser's prior **written consent**, such consent to not be unreasonably withheld.

## **21. INSURANCE**

The Supplier/ Contractor will be responsible for taking out any appropriate insurance coverage in respect of its duties under this project.

## **22. PRE-QUALIFICATION**

If Bidders have not already participated in the THA's pre-qualification of contractors' process, to qualify for inclusion into the Assembly's eligible list of approved contractors, Tenderers **are required to be pre-qualified** before being eligible to participate in this tender. Pre-qualification documentation can be downloaded from the THA's official website at: [pco.tha.gov.tt/pre-qualification/](http://pco.tha.gov.tt/pre-qualification/) Packages must be filled out in accordance with the instructions and submitted directly to:

**Procurement Control Office**

**Spring Garden Office Complex**

**Off the Orange Hill ext. Road leading to Plymouth**

## **23. GOVERNING LAW**

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

## **APPENDIX A**

### **SCOPE OF WORKS**

#### **UPGRADE TO FORT BENNETT**

**Duration: 21 Days**

**Project Brief:** The contractor shall supply all required expertise, labor, tools, equipment, material and services required to provide and complete this scope of work according to specification and standard set by the Division.

#### ***1.0 Preliminaries***

To allow the contractor to provide:

- safety, security and environmental protection E.g., safety signs, setting out of the works, cleanup and other protective barriers to prevent the public from being endangered during the work process.
- Scaffolding, tools and equipment, water and electricity required for the works; shall include the items set out in the BOQ.

#### ***2.0 Carpentry***

Timber

- Timber must be of best quality kiln seasoned hardwood, pitch pine, treated pitch pine.
- Timber for carpentry work shall be well seasoned, free from sap, large, loose knots, excessive moisture, disease, or other defects, in long commercial lengths as possible.

**All nails, screws, and bolts must and shall be of coated type material for finishes.**

#### ***3.0 Surface Cleaning/ Preparation***

- The contractor shall repair cracks and holes; clean rust from steelwork before proceeding to paint surfaces.
- All surfaces to be painted must be clean, smooth, dry and free of foreign materials and rust. Surface shall be cleaned, using a mild detergent solution.

#### **4.0 Painting**

- Paint colors are those recommended by the client representative.
- All paints supplied on site must be in sealed cans and prior to mixing etc.
- The contractor shall produce vouchers as and when required by the Site Engineer to prove to his/her satisfaction that all materials supplied are genuine and specified herein.
- Thinning of paints **shall not** be permitted.
- The contractor shall thoroughly dust and clean down all surfaces to be painted in accordance with approved practice.
- Apply paint by brush, roller or spray within the minimum of dilution.
- Allow dry and well rub down each coated of paint before the next is applied and two successive coats shall be to the same tint.
- No paint shall be applied to damp surface, and no external painting shall be carried out during wet weather.
- All surfaces to be painted must be cleaned, smooth, dry and free of foreign materials. All floor surfaces subsequent to painting must be cleaned and surfaces showing fungus must be treated using an approved fungicide.
- **All paints must be Sherwin Williams.**

#### **5.0 Inspection test**

- The Site Engineer shall be given the opportunity to inspect all works in progress whether at workshops or on site. All timber as it arrives on site shall be inspected before they are utilized.
- **All nails, screws, and bolts must and shall be of coated type material for finishes.**

#### **6.0 Ironmongery**

- All ironmongery shall be fixed with matching screws. The Contractor shall ensure before the woodwork is painted:

- Handles shall be removed or taped, carefully stored and reinstalled after completion of painting and locks oiled and in working condition.
- Door references must be marked on approved labels before handing over to the Site Engineer on completion.

➤ **Ironmongery must be Stainless Steel.**

***7.0 Site Cleaning and Clearance***

- After completing all tasks, the contractor shall remove all debris, excess and unused materials from the site before handover. Unwanted material should be discarded appropriately.



### BILL OF QUANTITIES

DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>Preliminaries</b> <ul style="list-style-type: none"> <li>• Allow for providing project sign boards, safety signs and hoarding protection of the site and maintaining safety throughout course of the contract.</li> <li>• Allow for providing scaffolding, tools and equipment, water supply, generator/power required for the work.</li> <li>• Allow for storage of a tools and material and site accommodation if necessary.</li> <li>• Allow for workman insurances, performance bonds and warranties if applicable.</li> <li>• The contractor shall remove all temporary works, garbage, debris and surplus materials from the site as they accumulate and upon completion of the works, leave in clean and tidy state to reasonable satisfaction of the Client's Representative. In addition, the contractor shall remove all unwanted construction materials and discard to an appropriate dumpsite.</li> <li>• Ensure health and safety regulations are adhered to.</li> </ul>	Allow			
<b>Sub-Total Preliminaries</b>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>1.0</b>	<b>Mobilization</b>				
1.1	Mobilization	Allow			
<b>Sub-Total Mobilization</b>					



[illegible]

ITEM	DESCRIPTION	QTY	UNIT	RATE	COST
<b>4.0</b>	<b>Reinforcement</b>				
4.1	1/2inch diameter U bars in foundation trenches of water tank plinth	104	lbs		
4.2	1/2inch diameter bars as starter bars in foundation trenches to water tank plinth	83	lbs		
4.3	1/2inch diameter bars as starter bars in toe wall around [ 3NR] bench plinth	120	lbs		
4.4	3inches x 3inches x 5g BRC fabric supplied and install to water tank plinth	08	LF		
4.5	Ditto to trench of toe wall	09	LF		
	<b>Sub-Total Reinforcement</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	COST
<b>5.0</b>	<b>Carpentry</b>				
5.1	Fabricate and erect edge board to 5 inches thick slab of water tank plinth	02	SY		
5.2	Fabricate and erect formwork to light pole footing	11	SY		
5.3	Fabricate and erect 2 inches thick DPP seating to fit in angle iron framing in cabanas [10 NR]	140	LF		
5.4	Fabricate and erect timber galvanise gable roof at the store room. Use coated nails and 2x 4 rafters and 1x 4 laths	56	SF		
5.5	To fabricate and install 36 inches wide x 80 inches high timber door frame		Item		
5.6	To supply and install a 36 inches x 80 inches timber batten door inclusive of hinges.	01	Nr.		
	<b>Sub-Total Carpentry</b>				













ITEM	DESCRIPTION	QTY	UNIT	RATE	COST
11.0	<b>Blockwork</b>				
11.1	6inches x 8inches Concrete blocks erected to foundation of water tank plinth	09	SY		
11.2	Ditto to toe wall around concrete bench plinth	08	SY		
	<b>Sub-Total Blockwork</b>				



ITEM	DESCRIPTION	QTY	UNIT	RATE	COST
<b>13.0</b>	<b><u>Paint and Decoration</u></b>				
13.1	To apply one coat primer and two coats oil paint to ceiling and fascia of cabanas including 4 inches circular supports Type: Oil/ gloss paint	647	SF		
13.2	To supply and apply 2 coats of oil/gloss paint to exterior walls of material the store room	413	SF		
					-
	<b>Sub-Total Paint and Decoration</b>				



## APPENDIX B

### Cover Page

The Administrator  
Division of Tourism, Culture, Antiquities 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)	Project Duration	Defects Liability Period
			<b>12 Months</b>

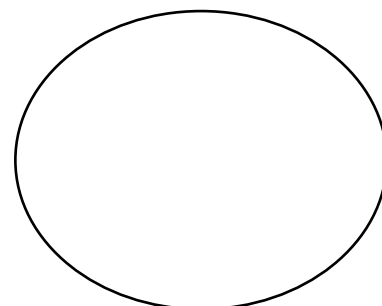
In support of the following submission, please find annexed hereto the documents as requested in Section 7 of the Tender documents and specifically the schedule to accompany the duration proposed herein.

Dated this .....day of .....2022

PRINT NAME: \_\_\_\_\_

JOB TITLE: \_\_\_\_\_

.....  
Authorized Representative



Seal



## APPENDIX C

### 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 explain 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 2022 )

Before me,

COMMISSIONER OF AFFIDAVITS

## APPENDIX C

### 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  
(Occupation 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 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 "A".
3. I have had my Attorney-at-Law explain 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 2022 )

Before me,

COMMISSIONER OF AFFIDAVITS

**APPENDIX D**

**FORM OF TENDER**

To: The Secretary, Tenders' Committee,

Dear Sirs/Madam,

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform an Upgrade to Fort Bennett in conformity with the said bidding documents at the locations specified therein for the sum of

\_\_\_\_\_ VAT Inclusive or such other sums as may be ascertained in accordance with the Schedule of Rates attached herewith and made part of this Tender.

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 ..... 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.

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 us.

We understand that you are not bound to accept the lowest or any tender you may receive.

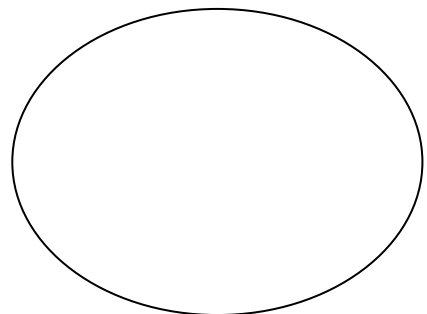
We hereby declare that we have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt act with regard to this purchase.

Dated this.....day of..... 2022.....

.....  
Signature

In the capacity of .....

Duly authorized to sign Tender for and on behalf of  
.....  
.....



Seal

**APPENDIX E**  
**COVID-19 LIABILITY WAIVER**

I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the Ministry of Health still recommend practicing social distancing. I further acknowledge that the Division of Tourism, Culture, Antiquities and Transportation (DOTCAT) has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19.

I further acknowledge that the Division of Tourism, Culture, Antiquities and Transportation (DOTCAT) cannot guarantee that I will not become infected with the Coronavirus/COVID-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to other staff, customers and visitors to the facilities.

I acknowledge that I must comply with all set procedures as set out by the Ministry of Health to reduce the spread of the Coronavirus/ COVID-19 while my staff is performing works at the facilities.

I hereby declare that:

- I am not experiencing any symptoms of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
- I have not travelled internationally within the last 14 days.
- I have not traveled to a highly impacted area within the United States of America in the last 14 days.
- I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.
- I am following all the Ministry of Health's recommended guidelines as much as possible and limiting my exposure practicing social distancing as far as possible.

I do hereby release and agree to the Division of Tourism, Culture, Antiquities and Transportation (DOTCAT) harmless from, and waive on behalf of myself, my staff and any

personal representatives any and all causes of actions, claims, demands, damages, costs, expenses and compensation for damages or loss to myself and/or property that may be caused by any act, or failure to act or that may otherwise arise in any way in connection with any activities at the facilities. I understand that this waiver discharges DOTCAT from any liability or claim that I, my staff or any personal representative may have against DOTCAT with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any activities at the Centres.

Date:\_\_\_\_\_

Name of Director: (BLOCK)\_\_\_\_\_

Signature:\_\_\_\_\_

**STAMP**

## APPENDIX F

### BID COMPLIANCE AND CONFORMANCE SHEET

#### TENDER: UPGRADE TO FORT BENNETT

Tenderers MUST complete this checklist for submission of their proposal document.

ITEM				
1. TABLE OF CONTENTS	YES		NO	
2. COVER PAGE	YES		NO	
3. STATUTORY DOCUMENTS PROVIDED	YES		NO	
4. EVIDENCE OF DOMICILE	YES		NO	
5. EVIDENCE OF COMPLIANCE WITH LEGAL TAXES	YES		NO	
6. PROOF OF FINANCIAL CAPABILITY	YES		NO	
7. EVIDENCE OF PAST EXPERIENCE OF A SIMILAR NATURE	YES		NO	
8. PROJECT PROPOSAL / METHODOLOGY	YES		NO	
9. KEY PERSONNEL (Name, Job Title and Resumes) AND ORGANIZATION CHART	YES		NO	
10. FORM OF TENDER	YES		NO	
11. COVID-19 LIABILITY WAIVER	YES		NO	
12. SUBMITTED CLEARLY MARKED DOCUMENTS – 1 ORIGINAL AND 5 COPIES	YES		NO	
13. COMPLETED APPENDICES	YES		NO	
14. COMPLETED BILL OF QUANTITIES	YES		NO	
15. ATTENDED SITE VISIT	YES		NO	
16. IS ON THE PRE-QUALIFIED LISTING FOR THE SPECIFIC SPEND CATEGORY	YES		NO	
17. ACKNOWLEDGEMENT EMAIL SUBMITTED FOR INTERESTED PARTIES	YES		NO	

PRINT NAME: \_\_\_\_\_

JOB TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_