



**DIVISION OF FINANCE, TRADE AND THE
ECONOMY**

TOBAGO HOUSE OF ASSEMBLY

6- 10 POST OFFICE STREET

SCARBOROUGH 900212

TOBAGO

**REQUEST FOR PROPOSAL
(RFP)**

**CONSULTANCY SERVICES TO
SUPERVISE VOLTAGE REGULATOR
INSTALLATION AND COMMISSIONING
DFTE 001 - 2023**

SITE LOCATION:

SITE VISIT / MEETING:

CLOSING DATE:

Victor E Bruce Financial Complex.

Wednesday 22nd March 2023 at 10:00 am

Friday 31st March 2023 at 1:00 pm

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1. INTRODUCTION

The Division of Finance, Trade and the Economy (DFTE) herein after known as the Division, is one of Ten (10) Divisions within the Tobago House of Assembly (the “Assembly”). The seeking to engage a suitably qualified consultant with which it can enter a contract for the supervising the **Installation and Commissioning of a High Voltage Regulator at the Division’s compound (the Victor E Bruce Financial Complex). In this regard, the Division seeks to carry out its procurement processes in keeping with good procurement practices that are; fair, ethical, transparent and engendering value for money.**

Proposers are invited to take part in the Division’s competitive bidding process by; submitting a **Proposal in a single sealed envelope**. The Proposals will form the basis for contract negotiations and ultimately for a signed contract.

Proposers are responsible for examining with care the documents and information provided in this Request for Proposal (RFP) and will also be responsible for informing themselves of all relevant conditions, which may in any way affect their Proposal.

All costs incurred by the Proposer associated with preparation of Responses and/or participation in this RFP are entirely the responsibility of the proposer and shall not be chargeable in any manner to **The Division**

2. KEY PERFORMANCE INDICATORS

- (a) Ability to successfully complete and deliver the items listed the **Terms of Reference (TOR)** provided by the Division.
- (b) Ability to expertly **advise** the Division in all aspects of installing and commissioning a High Voltage Regulator.
- (c) Ability to **communicate** clearly with stated representative(s) in writing and submitting reports, drawings to the Division.
- (d) Ability to offer expertise in the Division’s Tender process for a suitable electrical contractor for installing and commissioning a High Voltage Regulator.
- (e) Ability to produce all necessary reports, plans and drawings to the Division in a timely manner

3. ELIGIBILITY

The bidder shall meet the following criteria to be eligible to participate in this Request For Proposal to Tender (RFP);

- (A) Proposers that are domicile in Trinidad and Tobago and are pre-qualified in the category **PLUMBING & ELECTRICAL SALES & SERVICES – 15-PCO-078** and can demonstrate that they possess the experience in; electrical consultancy, High Voltage installations & commissioning and maintenance. Participants **MUST** be registered with the Procurement Control Office. Proposers participating in this RFP **MUST** demonstrate that they have the technical knowledge, experience, certification/qualification, required licenses and can provide references/contracts of a similar nature.
- (B) Proposers with common directors or shareholders bidding shall be disqualified.
- (C) A Proposer, and all parties constituting the Bidder, shall meet the following criteria to be eligible to participate in public procurement:
 - i. has the legal capacity to enter into a contract.
 - ii. the proposer is not:
 - 1. insolvent;
 - 2. in receivership;
 - 3. bankrupt; or
 - 4. being wound up
 - iii. the proposer's business activities have not been suspended;
 - iv. the proposer is not the subject of legal proceedings for any of the circumstances in (b); and
 - v. the proposer 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.

4. TERMS OF REFERENCE

4.1. PROJECT BACKGROUND

The Division of Finance Trade and the Economy here after known as the Division is seeking to engage a suitably qualified consultant who it can enter a contract for the supervision Installation and commission of a 12000 KVA Voltage Regulator system at Victor E Bruce Financial Complex, Scarborough, Tobago.

4.2 . PURPOSE OF PROJECT

To engage a suitably qualified electrical consulting firm / individual with the experience and competence in the area of High Voltage Regulator installation. The main purpose will involve acting in the Division's interest for all activities of engaging and supervising a suitable contractor for the installation and commissioning of a 12000 KVA Voltage Regulator system at the Victor E Bruce Financial Complex.

4.3. PROJECT TASK

Consultant must define technical scope of works, financial requirements, capacity, competencies and experience for issuing RFP to find a suitable electrical contractor for the conducting of the installation and commission of the High Voltage Regulator. and taking into consideration the technical feature of the Project aforementioned project;

- Sit on the Division's evaluation committee.
- Provide electrical drawings as needed
- Provide methodology to facilitate installation and commissioning.
- Produce material list and VAT inclusive cost (for in-house estimate)
- Identify risk and implement risk mitigation plan
- Provide appropriate OSH safety plan

4.4. MANAGEMENT AND SUPERVISION

- Provide supervision for the duration of installation.
- Provide supervision for commissioning.
- Liaise with external contractors and suppliers where applicable.
- Site visit to Trinidad to inspect and test 12 000 KVA High Voltage Regulator system at supplier's compound.
- Supervise delivery of 12000 KVA Voltage Regulator to the Division's compound (Kiosk).

- Authorize work packages.
- Coordinate with electrical contractor, supervise, and liaise with all electrical authorities for requisite activities.
- Verify design code which must be followed.
- Manage and produce written reports on all aspects of the works and services to be executed.
- Manage and evaluate overall quality and performance of electrical contractor.
- Manage work site and review Health & Safety and Environmental practices during project.
- Submission of completion certificate and report at the end of installation and commissioning of project.

4.5. ESTIMATED DURATION

The consultant shall complete the work required under this Terms Of Reference in no more than **twenty-five (25) calendar days from the date of engagement.**

4.7. REQUIRED EXPERTISE AND COMPETENCIES

The consultant shall have no less than eight (8) years' experience involvement in the electrical field specialized in industrial installation and High Voltage installation and commissioning.

4.8. REQUIRED DOCUMENTATION

The consultant shall provide the following information as evidence of technical competence and statutory compliance.

4.8.1 Evidence of Competence

- Curriculum-Vitae of Key Personnel
- Registered Electrician with Trinidad and Tobago Electrical Inspectorate
- Tertiary / Professional Certification in Electrical Engineering or similar
- Financial letter from recognized Financial Institution.
- Utility Bill (from where the business currently operates)

4.8.2 Evidence of Previous Work from private / public bodies and or individuals

- Letters of Awards
- Invoices and Purchase Orders
- Cheque stubs with details of works/consultation.
- Signed Contracts
- Client References
- Client Reference Performance Report

4.8.3 Evidence of Statutory Documents and Compliances

- Certification of Incorporation / Registration
- Notice of Directors
- Notice of Address
- Board of Inland Revenue Certificate
- Valid Income Tax Clearance Certificate (within 6 months of submission)
- Value Added Tax Clearance (within 6 months of submission)
- National Insurance Board Certificate
- National Insurance Board Compliance (within 6 months of submission)
- Utility Bill of business operations (no older than 3 months)

5. PROPOSER'S REPRESENTATIVES

Proposers must advise the Division of their representatives for pre-bid meetings. Proposers must indicate telephone number, e-mail address as the person designated to handling all aspects concerning this Procurement Process (**Appendix F Proposal Acknowledgement Form**)

6. FORMAT OF PROPOSAL

- (a) Proposals 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.

7. INSTRUCTIONS TO TENDERERS

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

- a. Tenderers are advised that they **MUST** meet and/or exceed the "Past Experience" criteria demonstrating works of a similar nature else they shall **not** be considered further.

Division	Envelope Label :	Submission location	Site Visit and pre bid meeting (mandatory)	Closing Date	Copies
Division of Finance, Trade and the Economy	DFTE 001 – 2023 Consultancy Services to supervise Voltage Regulator Installation and Commissioning [INSERT BUSINESS NAME] The Administrator, Division of Finance, Trade and the Economy	Tender box (Box Opening dimensions are approx.14” long x ¾” wide) located on The; Ground Floor of the Victor E Bruce Financial Complex, 6 – 10 Post Office Street, Scarborough , Tobago . (in front of the elevator)	<u>Thursday 23rd March 2023</u> <u>10:00 am</u> Victor E Bruce Financial Complex, 2 nd Floor. Must Sign Attendance Register	Friday 31st March 2023 at 1:00 pm Tenders shall be opened at 1:15 pm	one (1)original, four (4) copies and one (1) digital copy (on flash drive/or other digital method)

8. TENDER SUBMISSION INSTRUCTIONS

Tenderers should ensure:

- Only documents requested in these instructions will be accepted 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.**
- The Division reserves the right to reject any tender that has not been properly bound, /secured tabbed, in an order different from that stated below or submission of any loose pages etc. Each 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.
- State whether the Tenderer has the legal capacity to contract. Attach Certificate of Incorporation/Registration, Notice of Directors and most recent Annual Returns.
- Tenderers are to submit valid compliance certificates for **VAT, NIS and BIR.**

- e. Provide a brief summary of the Tenderer understanding of the Project to include how the Tenderers understanding is in alignment with the Division's vision and concept.
- f. **Past Experience** - A brief narrative of the past experience/portfolio of the tenderer to demonstrate its suitability in undertaking jobs of this nature (not as a sub – contractor). **Submission of at least TWO (2) previous projects within the past five (5) years as evidenced by letter(s) of award/signed contracts/purchase orders demonstrating that the Tenderer has undertaken works of a similar nature for any Government agency, or private individual, or any private company.**

Where any **past experience** contracts/letter of award is submitted from a private company or a private individual it MUST be proven, by being attached to a **Statutory declaration from the client on whose behalf the work was undertaken along with requisite Reference Report (Appendix A). The declaration must come from the client and not the Tenderer and be notarized by a Commissioner of Affidavits. The statutory declaration shall be in a format as prescribed by Schedule III (a) – company or Schedule III (b) – private individual.**

- g. **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. The inclusion of some photographs of previous designs undertaken is necessary.
- h. **Financial Capacity** – Proposers must provide a current statement or letter from a recognized financial institution demonstrating the range of finances available to cover at least 60% the sum submitted on the coversheet (**Schedule I**) . Letters must state a range of figures available. E.g. High five digits, low six digits etc.
- i. **Methodology** – Provide a detailed methodology to undertake the works and to include
 - (a) The person(s) nominated to liaise with the Division in all matters.
 - (b) Schedule of Works/Project Activity Plan to culminate with the day of the show and to include activities to be undertaken . Schedule of works must be done on a day by day basis,

so that the Division is able to discern what shall be done on each day of the relevant day. (**Appendix C**)

- j. **Cost breakdown** – tenderers are to submit a detailed cost breakdown for the proposed design from start to finish. (**Appendix D**)

9. EVALUATION CRITERIA

Proposals received shall be subjected to a combination of pass / fail and weighted evaluated criteria. Proposers will be required to demonstrate that they meet the minimum criteria outlined in **Section 4.8 of the Terms of Reference and Section 8 a -j of the document**.

Step 1 - Mandatory criteria

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

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 –

No	Criteria	Score	Evidence
1	VAT	Pass / Fail	VAT Clearance See 8 (c)
2	NIS	Pass / Fail	NIS certificate or compliance See 8 (d)
3	BIR	Pass / Fail	Statement of Indebtedness
4	Certificate of Incorporation / Registration	Pass / Fail	See Section 8 (c)
5	Notice of Directors	Pass / Fail	See Section 8 (c)
6	Annual Returns	Pass / Fail	See Section 8 (c)
8	Relevant Past Experience	Pass / Fail	See Section 8 (f)
9	Past Performance	Pass / Fail	See Section 8 (g)
10	Financial Capacity	Pass / Fail	See Section 8 (h)
11	Certificates, license and Curriculum Vieta	Pass / Fail	See Section 4.8.1

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

Award Criteria

No	Criteria	Weight	Evidence
7	Past Experience	15	See 8 (f)
8	Past Performance	20	See 8 (g)
9	Methodology	45	See 8 (a) (b)
10	Cost breakdown	15	See 8 (i) (Appendix D)
11	Price submission	5	Schedule I (Cover Page)
	TOTAL	100	

Awards shall be made based on the following –

Tenderers must score at least 75% in each award criteria to be considered. A price quality ratio shall then be calculated to determine the successful Tenderer. Price Quality Ratio = Price proposed /points obtained.

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.

10. CONTRACTING

Any contracting made with successful Tenderers shall be made with the price, design, methodology, timelines etc. 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. Notwithstanding, the lump sum contract, the Division reserves the right to contract for a portion of the elements of the Bill of Quantities, should it be necessary, in which case the sum of the line elements required shall form the lump sum contract.

11. 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.

12. CONTACT AND ADDITIONAL INFORMATION

Proposers requiring clarification of any nature of the documents **MUST** do so by contacting the Procurement Unit **ONLY**. Emails should be sent to the following email address: Kemba.Melville@Finance.tha.gov.tt captioned **RFP –DFTE 001 - 2023 (NAME OF PROPOSER)** on or before **Friday 24th March, 2023 no later than 2:00 pm.** (each proposer shall maintain one email thread with the Division’s Procurement Unit)

Proposer I asked to acknowledge this Request For Proposal via Request Proposal Form (**Appendix F**) to Kemba.Melville@Finance.tha.gov.tt on or before Tuesday 21st March 2023 by 3:00 pm.

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 Monday 27th March 2023 2:00 pm.**

13. PROCUREMENT TIMELINE

Request for Proposal Issued on	Thursday 16th March 2023
Request for Proposal Acknowledgement	Wednesday 22nd March 2023 3:00 pm
Pre-Bid Meeting / Site Visit	Thursday 23rd March 2023 10:00 am
Request for Clarification deadline	Friday 24th March 2023 2:00 pm
Responses to clarification	Monday 24th March 2023 2:00 pm
Closing	Friday 31st March 2023 1:00 pm
Opening	Friday 31st March 2023 1:15 pm

14. TERMS OF PAYMENT

Upon the successful completion of consulting and supervision services the subsequent issuance of the completion certificate by the Division, all other monies shall be paid to the consultant within twenty (20) days, but no later than thirty (30) days after the submission of the invoice to the Accounting Department. The Division shall retain ten (10%) on each payment made to the Proposer, to only be released after the successful commissioning of the Voltage Regulator. Proposers are advised that there is the possibility that no mobilization payments shall be made.

15. BID VALIDITY PERIOD

Bids shall be valid for a period of at least One Hundred and Twenty Days (120) days as per the proposal submission.

16. NO CONTRACTUAL OBLIGATIONS

This is a Request For Proposal. No contractual obligations will arise between the Division and any Proposer until and unless Division and a Proposer enters into a formal, written contract for the Proposer to provide the services contemplated in this Request for Proposal. The Proposer 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 Proposer.

17. PERFORMANCE BOND

Successful proposers 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 proposer by the Division.

18. LATE TENDERS

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

19. NO CLAIM FOR COMPENSATION

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

20. INDEMNITY

Proposers in submitting a Proposal 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 Division will ensure there is no Conflict of Interest in this Request For Proposal. 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.

Any Proposer who is found to have a conflict of interest with one (1) more parties in this the RFP process shall be disqualified. A proposer shall be considered to have a conflict of interest with one or more parties if;

- a. It has, directly or indirectly, controlling shares or partners in common ; or
- b. Its legal representatives are the same as or have a common party in their boards or management, or when decision – making quorum of their shareholders at assemblies or meetings belongs directly or indirectly to the same natural persons or entities; or
- c. It has a relationship, directly or through common third parties, that puts in a position where they have access to information or can influence other Proposals or the decision of the Division regarding this Procurement Process; or
- d. It submits more than one (1) application for this Procurement.

22. RIGHTS OF THE DIVISION

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

- (a) The Division reserves the right to reject any or all proposals without limiting the generality of the foregoing, a Proposal 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 / Cost breakdown , or if it has unit rates that are obviously unbalanced.
- (b) The Division reserves the right to reject a Proposal, which does not provide satisfactory evidence that it 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 proposers 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 Proposers for any expenses incurred in bidding.

- (e) The Division reserves the right to cancel this tender at any time and has no obligation to provide any reasons for such cancellation.

23. GOVERNING LAW

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

APPENDICES

Name of Entity :		Contact Person :
Address :		Email :
		Phone :
Scope of Works:		
Name of Vendor:		
Address:		
Estimated Start date:	Actual Start date :	Est contract sum :
Estimated End date:	Actual End date :	Act contract sum :

Description	Performance Rating					Comments (attached as necessary)
	E	S	U	N	I	
Work performed in compliance with contract terms and specs						
Material, supplies and equipment provided as required						
Staff availability						
Timeliness of work						
Staff professionalism						
Customer Service						
Quality of Work						
Communication and Accessibility						
Prompt responses and effective correction of situations						
Proper documentation and records						

General Comments :

.....

.....

.....

Company Seal

B COMMENTS ON TERMS OF REFERENCE :

Comments and Suggestions of Tenderers on the Terms of Reference and on Data, Services, and Facilities to be Provided by the Division Of Finance, Trade and Economy

On the Terms of Reference:

1.

2.

3.

On the data, services, and facilities to be provided by the (name of the public body):

1.

2.

3.

4.

5.

C. PROJECT PLAN / TIME SCHEDULE FOR COMPLETING ASSIGNMENT

A. Project Plan / Time Schedule

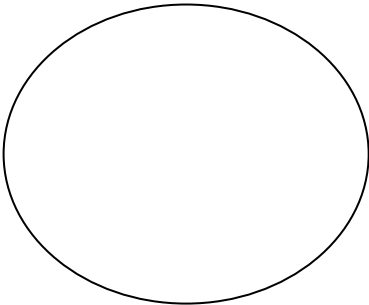
	<i>[1st, 2nd, etc. are days from the start of assignment.]</i>												
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10 th	11th	12th	
Activity (Work) etc													
<i>Note: Provide a detailed listing of the tasks to be completed for perform the services, along with an estimated timeline for each task.</i>													

D. COST BREAKDOWN

Activity No.	Description	Person Hours	Amount (TT\$)
	GRAND TOTAL		

Dated this..... day of.....2023

..... Authorized Representative Signature



F. PROPOSAL ACKNOWLEDGMENT FORM

Request for Proposals: CONSULTANCY SERVICES TO SUPERVISE VOLTAGE REGULATOR INSTALLATION AND COMMISSIONING.

Reference Number: DFTE- 001- 2023

Please check the appropriate box (see below) and email this acknowledgement form by the date indicated in section 13 of the RFP to Kemba.Melville@Finance.tha.gov.tt :

☐ **Intention To Submit A Proposal**

We hereby acknowledge receipt of the RFP. We have perused the document and advise that we intend to submit a proposal **on or before Friday 31st March 2023 no later than 1:00 pm**

☐ **Non-Intention To Submit A Proposal**

We hereby acknowledge receipt of the RFP. We have perused the document and advise that we do not intend to submit a proposal for the following reasons:

.....

.....

.....

Proposers Contact Information is as follows:

Company Name:

.....

Contact Person:

.....

Mailing Address:

.....

Telephone No:

.....

Fax No:

.....

E-mail Address:

.....

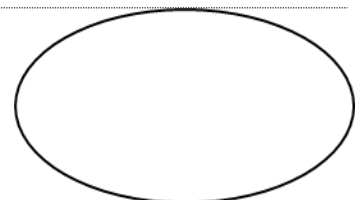
**Name and Title of
Authorising Officer:**

.....

Signature:

Date:

.....



F DRAFT CONTRACT

REPUBLIC OF TRINIDAD AND TOBAGO

This CONTRACT FOR CONSULTANCY SERVICES made IN DUPLICATE this _____ day of _____, 2023 Between the TOBAGO HOUSE OF ASSEMBLY a body corporate established under and by virtue of section 141A of the Constitution of the Republic of Trinidad and Tobago and the Tobago House of Assembly Act Chapter 25:03, having its principal place of business at the Administrative Complex, Calder Hall, in the island of Tobago and acting by its Administrator(which expression shall mean and which includes the person or persons for the time being carrying out the duties of Administrator) in the DIVISION OF FINANCE, TRADE AND THE ECONOMY, which has its principal place of business at the Victor E. Bruce Financial Complex, Scarborough, in the island of Tobago (hereinafter called “the Client”) of the ONE PART and _____ (hereinafter called the “Consultant”) of the OTHER PART.

WHEREAS:

1. The Client has agreed to secure the services of the **Consultant** to supervise and act in the interest of the Division of Finance, Trade and the Economy in the installation and commissioning of a 12000 KVA high voltage regulator at the Victor E. Bruce Financial Complex located at 6-10 Post Office Street, Scarborough 900212, Tobago.
2. The Consultant has represented to the Client that it has the necessary professional skill and expertise, experience, certification, required licenses, resources, capacity and personnel to provide the Services to the satisfaction of the Client and it is willing to do so upon the terms and conditions hereinafter set forth.

NOW THEREFORE THE PARTIES DO HEREBY AGREE AS FOLLOWS: -

1. INTERPRETATION

In this Contract and the Schedules, the following words and expressions shall, unless inconsistent with the context in which they appear, have the meanings hereby assigned to them and expressions derived from those words and expressions shall bear corresponding meanings:

- a. **“Applicable law”** means the laws and any other instruments having the force of law in Trinidad and Tobago, as they may be issued and in force from time to time;
- b. **“Calendar Day”** means shall mean a period of twenty-four (24) hours running from midnight_____ to midnight_____.
- c. **“Date of Commission”** means the date at which the High Voltage Regulator is put into active use at the Victor E Bruce Financial Complex, 6-10 Post Office Street, Scarborough, Tobago.
- d. **“In Writing”** means communicated in written form with proof;
- e. **“Services ”** mean :

PROJECT TASK

- i. Sit on the Division’s evaluation committee;
- ii. Provide electrical drawings as needed;
- iii. Provide methodology to facilitate installation and commissioning;
- iv. Produce material list and VAT inclusive cost;
- v. Identify risk and implement risk mitigation plan; and
- vi. Provide appropriate OSH safety plan

MANAGEMENT AND SUPERVISION

- i. Provide supervision for the duration of installation;
- ii. Provide supervision for commissioning;
- iii. Liaise with external Consultants and suppliers where applicable;
- iv. Conduct site visit to Trinidad to inspect and test 12 000 KVA Voltage Regulator at supplier’s compound;
- v. Supervise the delivery of 12000 KVA Voltage Regulator to the Division’s compound (Kiosk);

- vi. Authorize work packages;
- vii. Coordinate with electrical Consultant, supervise, and liaise with all electrical authorities for requisite activities;
- viii. Verify design code which must be followed;
- ix. Manage and produce written reports on all aspects of the works and services to be executed;
- x. Manage and evaluate overall quality and performance of electrical Consultant;
- xi. Manage work site and review Health & Safety and Environmental practices during project; and
- xii. Submission of completion certificate and report at the end of installation and commissioning of project.

f. **“Tax Invoice”** refers to a tax invoice issued in accordance with section 36 of the Value Added Tax Act Chapter 75:06. The Supplier’s tax invoice must:-

- a. Include the words “tax invoice” shown conspicuously thereon;
- b. Bear an identifying serial number and the date on which the tax invoice was given;
- c. Bear the name, address and registration number of the supplier;
- d. Bear the name and address of the recipient;
- e. Bear a description of the goods or services supplied, including the quantity of goods or number of services supplied;
- f. Bear the consideration for the supply, not including tax;
- g. Bear the value of the supply;
- h. Bear the rate of tax applicable to the supply and the amount claimed from the recipient in respect of tax; and
- i. Bear such other particulars, if any, as are required by the Regulations to be included in the tax invoice.

2. ENGAGEMENT

The Client **HEREBY ENGAGES** the Consultant and the Consultant **HEREBY ACCEPTS THE ENGAGEMENT** to provide the services on the terms and conditions set out in this contract.

3. CONTRACT PERIOD

The Consultant shall perform the Services for a period of _____ (xx) **CALENDAR DAYS** commencing from _____ and ending on _____.

4. CONTRACT PRICE

- a. In consideration of the due performance of the Services rendered by the Consultant, the Client shall pay to the Consultant the sum of _____ **TRINIDAD AND TOBAGO DOLLARS (\$00000 TT)** VAT exclusive.

5. PAYMENT TERMS

The Client shall pay to the Consultant the total sum of _____ **(\$000000 TT) TRINIDAD AND TOBAGO DOLLARS (\$00000 TT)** VAT exclusive for the services in the following manner:-

Task No.	Task	Delivery Date/ Deliver Period	Cost \$
1	<p>Journey to Trinidad to the suppliers compound ;</p> <ul style="list-style-type: none"> • Performing any requisite test on Voltage Regulator to ensure it is of merchantable quality • producing material listing inclusive of quality and cost 		
2	Supervision of Delivery 12000 KVA Voltage Regulator to the Division's Compound (Kiosk)		
3	Interaction with Electrical Authority		
4	<p>Assistance with Tender Document :</p> <ul style="list-style-type: none"> • Development of Scope • Assistance with in house estimate • Project Methodology and Safety Plan / Risk Mitigation plan • Drawing Electrical Plans / sketch 		

Task No.	Task	Delivery Date/ Deliver Period	Attached Cost
5	Evaluation Committee Duties: <ul style="list-style-type: none"> • Signing Evaluation Confidentiality and Conflict of Interest Forms • Preliminary evaluation and Evaluating bids (xx days) 		
4	Supervision and Management of Project <ul style="list-style-type: none"> • Site management • Ensuring safety standards are being kept • Ensuring correct tools are being used • Ensuring that accurate material is being used • Liaising with all Electrical authorities 		
5	TOTAL		

6. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

The Consultant hereby acknowledges that the Client has entered into this Contract in reliance on the representations and warranties contained in this Contract.

7. CONSULTANT WARRANTIES

The Consultant represents and warrants to the Client that as at the date of this Contract:

- (a) it is a company properly constituted, duly incorporated and validly existing under the laws of the Republic Trinidad and Tobago and it has the corporate power and legal right and authority to carry on business as currently carried on and to own its property and assets;
- (b) it has the legal right and full power and authority to execute, deliver and perform all its obligations under this Contract and each of the Project Documents to which it is a party and to exercise its rights under them;
- (c) it has no less than eight (8) years' experience in High Voltage installation and commissioning.
- (d) all necessary action has been taken (and not revoked) and any necessary third party consents, approvals, authorizations have been obtained and are valid and subsisting to authorize the execution, delivery and performance of this Contract and the Project Documents by the Consultant, and the Contract and the Project Documents when executed shall constitute valid and legally binding agreements of the Consultant enforceable in accordance with the terms thereof;
- (e) the Consultant, has not at any time prior to the date hereof entered into any other legally binding agreements with any other party other which will constitute a conflict of interest;
- (f) the execution, delivery and performance of this Contract and Project Documents by the Consultant does not:
 - i. contravene any Law to which it is subject; or
 - ii. result in any actual or potential breach of or default under any obligation, agreement, licence, instrument or consent to which it is a party or by which it is bound or which it requires to carry on its business; or
 - iii. result in any actual or potential breach of or default under any lease, contract , order, judgment, award, injunction, regulation or

- other restriction or obligation of any kind or character by which or to which any assets of the Consultant is bound or subject; or
- iv. relieve any person from any obligation to the Consultant (whether contractual or otherwise) or enable any person to determine or avoid any such obligation or any right or benefit enjoyed by the Consultant or enable any person to exercise any right whether under an agreement with or otherwise in respect of the Consultant; or
 - v. result in the creation, imposition, crystallization or enforcement of any security interest whatsoever on any assets of the Consultant.
- (g) it has no liabilities that have arisen in connection with preparing to enter into this Contract and the Project Documents;
 - (h) it is not, nor has it at any time been involved in any litigation (whether civil or criminal), arbitration, administrative or other proceedings and, without limitation, no dispute with or investigation by any statutory or governmental authority relating to it is taking place or has taken place, and no such proceedings, disputes or investigations are pending or (to its knowledge having made due and careful enquiry) threatened by or against it or any of its assets or any person for whose acts and defaults it may be vicariously liable that will or might have a material adverse effect on the ability of the Consultant to perform its obligations under this Contract;
 - (i) there are no outstanding judgments, orders, decrees, arbitral awards or decisions of any court , tribunal, arbitrator or governmental agency against the Consultant or any person for whose acts or defaults the Consultant may be vicariously liable;
 - (j) no Consultant Default or other breach of any Project Agreement, the Project Documents has occurred and is continuing nor to the best of its knowledge (having made due and careful enquiry) has an event or circumstance occurred or arisen which, with the giving of notice, lapse of time, determination of materiality or satisfaction of any other condition may become a Consultant Default or other breach of any Project Agreement, the Project Documents nor will a Consultant

Default result from the entry by the Consultant into this Project Agreement, the Project Documents to which it is a party;

(k) it is not in default in the filing, registration or recording of any document under any legal or statutory obligation or requirement which default might have a material adverse effect on its business, assets or financial condition or its ability to observe or perform its obligations under the Contract and the Project Documents;

(l) all necessary consents, which are necessary in connection with:

- i. the Consultant's entry into this Contract, the Project Documents;
and/or
- ii. the performance of this Project Agreement and Project Documents by the Consultant

have been obtained, are valid and subsisting and will not be contravened by the execution or performance of the Project Agreement and the Project Documents;

(m) no proceedings or other steps have been taken (unless these have been discharged) nor threatened for the winding-up of the Consultant or for the appointment of a receiver, administrative receiver, administrator, examiner, liquidator, trustee or similar officer in relation to any of its assets or revenues;

(n) all necessary returns have been delivered by or on behalf of the Consultant to the relevant taxation authorities and the Consultant is not in default in the payment of taxes, and no claim is being asserted with respect to taxes which has not been disclosed to the Authority;

(o) there has been no material adverse change in the financial condition of :

- i. the Consultant since incorporation; and
- ii. the Shareholders, since the date of their latest audited consolidated accounts

that might adversely impact upon the Consultant's ability to enter into this Contract and/or perform any obligation in this Contract or the Project Documents;

- (p) the copies of the required documents which the Consultant has delivered are true and complete copies of such documents, and there are not in existence any other agreements or documents replacing, amending or relating to any of the required documents which affect the interpretation or enforceability of any required documents;
- (q) all written information furnished by or on behalf of the Consultant in connection with the negotiation of this Contract or any of the other Project Documents or delivered by or on behalf of the Consultant to the Client pursuant to this Contract or any other Project Documents was true and accurate in all material respects when given and continues to be true and accurate in all material respects to the extent not subsequently expressly superseded by further written information furnished by or on behalf of the Consultant and there are no other facts and matters of which the Consultant is aware, after due and careful enquiry, the omission of which would have made or would make any such statement or information contained therein misleading, inaccurate or untrue in any material respect, and all expressions of expectation, intention, belief and opinion contained therein were honestly made on reasonable grounds after due and careful enquiry;
- (r) the Consultant is not aware of any material facts or circumstances that have not been disclosed to the Client and which might, if disclosed, materially adversely affect the decision of a prudent person considering whether or not to enter into this Contract with the Consultant.

8. DUTIES OF THE CONSULTANT

The Consultant agrees to:

- a. Perform the services and carry out its obligation hereunder with all due diligence, efficiency, and economy and in a timely manner and in accordance with professional industry standards.
- b. Submit a valid tax invoice with the word “tax invoice” shown conspicuously thereon and otherwise conforming to the statutory requirements under the Value Added Tax Act Chapter 75:06.
- c. Comply with the reasonable directions of the Client;
- d. Exercise all reasonable skill and care in the discharge of its duties under this Contract.
- e. Respect, comply with and adhere to laws, regulations and customs which govern the Client’s operations and which govern the Republic of Trinidad and Tobago.
- f. Ensure that any and all of its staff, employees and agents respect, comply with and adhere to the laws, regulations and customs which govern the Client’s operations and which govern the Republic of Trinidad and Tobago.
- g. Be responsible for the professional conduct of its personnel in the performance of all duties related to the Services and shall, except in relation to activities contrary to the Laws of the Republic of Trinidad and Tobago, have full authority and responsibility for taking any necessary corrective action.
- h. Not engage, either directly or indirectly, in any activity during the term of this Agreement, inclusive of any business or professional activities, which would conflict with the Services assigned to them under this Contract.
- i. Maintain Workmen’s Compensation Insurance to cover all of its staff, employees and agents.

9. DUTIES AND RESPONSIBILITIES OF THE CLIENT

The Client covenants with the Consultant to effect payment of the Contract Price to the Consultant for the services performed.

10. PROPRIETARY INFORMATION AND CONFIDENTIALITY

- a. Each party shall have access to certain proprietary information of the other party concerning the other party's business, plans, service providers, technology, products and other information and data furnished to the other in oral written, electronic, graphic form ("Proprietary Information") which is considered to be vital to the other party's business and goodwill.
- b. Proprietary Information shall be deemed to be held by either party as confidential. Confidential Information shall also include all information in tangible or intangible form that is marked or designated as confidential or that under the circumstances of its disclosure, should be considered confidential.
- c. The Consultant and the Client agree that any Proprietary Information and/or confidential information shall;
 - i. be held in trust and confidence for the disclosing party;
 - ii. be used only in performance of this Contract;
 - iii. not be copied and disclosed to anyone other than the officers, employees and/or agent of the receiving party who have agreed in signing this Contract to hold the Proprietary Information in trust and confidence.

11. CONFLICT OF INTEREST

The Client acknowledges that the Consultant often works for other entities with the sole purpose of providing specialist services to each client individually and separately. The Consultant warrants that this Contract does not violate any terms or conditions of any other contract between the Consultant and any third party

12. CORRUPT GIFTS

- j. The Consultant shall not offer or give or agree to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to have done any act in relation to the obtaining or execution of this or any other agreement with the Client.
- k. Any breach of this clause by the Consultant or by anyone employed by it or acting on its behalf (whether with or without the knowledge of the Consultant) shall entitle the Client to terminate the Agreement and/or recover from the Consultant the amount or value of any such gift, consideration or commission.

13. LIABILITY

The Consultant hereby acknowledges and agrees that all property, including, without limitation, all books, manuals, records, reports, notes, contracts, lists, blueprints, and other documents, or materials, or copies thereof, Proprietary Information, and equipment furnished to or prepared by the Consultant or its agents in the course of or incident to this rendering of services to the Client, including, without limitation, records and any other materials, belong to the Client and shall be promptly returned to the Client upon termination of this Contract.

14. SETTLEMENT OF DISPUTES

a. Notice

Either Party may by notice in writing to the other Party, at the address for sending of notices under this Contract give notice that a Dispute has arisen (“**Notice**”). The Notice shall set out brief details of the nature of the Dispute.

b. Negotiation

The Parties shall attempt to settle any Dispute referred to in a Notice by good faith negotiation. Each Party shall be represented in any negotiation by that Party’s authorized agent. Such negotiation shall take place within seven (7) days of the delivery of the Notice. Any negotiations shall be confidential and shall be conducted without prejudice to the rights of the Parties in future proceedings.

c. Waiver of Remedies

No forbearance, delay or indulgence by either Party in enforcing the provisions of this Contract shall prejudice or restrict the rights of that Party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either Party is exclusive or any other right, power of remedy available to that Party and each such right, power or remedy shall be cumulative. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

15. FORCE MAJEURE

- a. Any failure or delay in the performance by either party of its obligations shall not be a breach of this Contract if such failure or delay results from any force majeure event including an act of God, war, riot, terrorism, embargo, civil unrest, disease outbreak, power or telecommunications failure or any other circumstances reasonably beyond the control of the defaulting party.
- b. Any party affected by a force majeure event shall notify the other party in writing of such event as soon as practicable and in any event not later than two (2) business days following the occurrence of such event, providing evidence of the nature and cause of such event and shall similarly give notice of the restoration of normal conditions as soon as possible.

16. MODIFICATION

Modification of the terms and conditions of this Contract, including any modification of the scope of the services, may only be made by written agreement between the Parties, and shall not be sufficiently substantive as to affect the contract price.

17. INDEMNITY

The Consultant indemnifies and holds the Client harmless against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever (including legal, accounting and other professional costs, expenses, fees and disbursements, with legal fees

determined on a solicitor-client basis) which may be brought against or suffered by it or which it may sustain, pay or incur and which are established to result or arise, directly or indirectly, any breach of this Contract by the Consultant or any of its Representatives including any:

- a. act of neglect or default of the Consultant, its employees or agents; and;
- b. breach in respect of any matter arising from the supply and delivery of the goods resulting in any successful claim by any third party.

18. HEADINGS

The headings of this Contract are for ease of reference only and shall not limit, alter or affect the interpretation or construction of this Contract.

19. ENTIRE AGREEMENT

- a. This Contract contains all covenants, stipulations and provisions agreed by the Parties and supersedes all prior practice, oral and written contracts, understandings or arrangements relating to the subject matter of this Contract and neither Party shall be entitled to rely on any Contract, understanding or arrangement which is not expressly set forth in this Contract.
- b. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

20. LAW GOVERNING THE CONTRACT

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first hereinabove written.

SIGNED by the within named
_____, Administrator
for and on behalf of the **DIVISION OF**
FINANCE, TRADE AND THE
ECONOMY in the presence of: -

SIGNED by the within named

for and on behalf
in the presence of: -

SCHEDULES

SCHEDULE I COVER PAGE

The Administrator
Division of Finance, Trade and the Economy
Tobago House of Assembly

Dear Sir/Madam,

Having read the RFP document and the provisions therein and taking into account the variables as described on the site visits, the following prices are proposed to undertake this project:

	Consultancy Services to Supervise Voltage Regulator Installation and Commissioning
Price (pre – Vat)	
VAT (12.5%)	
Total Sum	

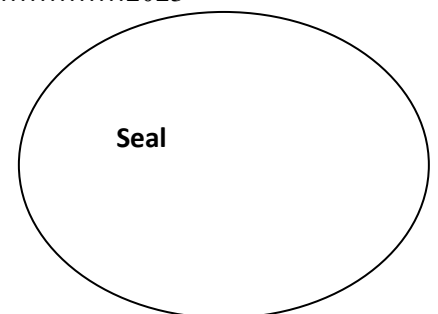
Our Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the One Hundred and Twenty days validity period of the Proposal.

In support of the above – mentioned submissions see the documents as requested in Section 8 of the Tender documents.

- (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 summary of understanding of requirements.
- (d) **Annexure D** - Past Experience/Portfolio of works closely related to this type of works
- (e) **Annexure E** – The names and contacts of two (2) references for the works done as evidenced in the past contracts/letters of award/purchase orders etc above.
- (f) **Annexure F** – Evidence of Financial capacity
- (g) **Annexure G** - Methodology
- (h) **Annexure H** - Terms of Reference

Dated this..... day of.....2023

.....
Authorized Representative Signature



SCHEDULE II (A) Statutory Declaration (*Private Company*)

**REPUBLIC OF TRINIDAD AND TOBAGO IN THE MATTER OF THE STATUTORY
DECLARATIONS ACT CHAPTER 7:04**

I, _____, Director an Authorized
[Name of Director]

representative of _____ a company duly incorporated and
[Name of company]

continued under the Companies Act 1995, with its registered office situate at :

[Address of Company]

In 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 2023)

Before me,

COMMISSIONER OF AFFIDAVITS

SCHEDULE III (B) Statutory Declaration *(Private Individual)*

REPUBLIC OF TRINIDAD AND TOBAGO

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

I, _____ of _____
[Name of Person] [Occupation of Person]

_____ of _____
[Address of person]

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

1. The facts hereto deposed are true and correct and within my personal knowledge and belief save where otherwise stated to be based on information, in which case I verily believe same to be true and the source reliable.
2. I hereby certify that any signed contracts/letters of award of purchase orders hereto annexed that has been submitted by the Bidder in response to the Division's tender is a true representation of works the Bidder has undertaken for me personally and further that the Bidder was not terminated for any reason related to and or ancillary to material non – performance. There is now produced and shown to me a true copy of the signed contract(s) hereto annexed and marked "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 2023)

Before me,

COMMISSIONER OF AFFIDAVITS

- THE END -