



TOBAGO HOUSE OF ASSEMBLY
Division of Food Security, Natural Resources, the Environment and
Sustainable Development
Shirvan Administrative Complex, Shirvan Road
Shirvan, Tobago
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DFSNRES2023/24 -007

INVITATION TO TENDER
FOR
REPAIR WORKS TO BUCCOO
TRAINING FACILITY

DESCRIPTION	DATE & TIME
SITE VISIT	19 th April 2024 @ 10.00 AM
CLOSING DATE	17 th May 2024 @1:30 PM
CLARIFICATION DATE	30 th April 2024 @12.00 PM
OPENING DATE	17 th May 2024 @ 1:40 PM

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Part A: INVITATION

Ref#: DFSNRES D 2023/24-007

Dear Sir/Madam,

Re: DFSNRES D 2023/24-007 Repair Works to Buccoo Training Facility

Reference is made to the captioned matter above.

The Division of Food Security, Natural Resources, the Environment and Sustainable Development (DFSNRES D) hereby invites tender submissions for the **Repair Works to Buccoo Training Facility** located School Street, Buccoo Tobago .The provision of the works and services shall be governed by the terms and conditions of the draft Contract contained in this Invitation To Tender (ITT) document. A copy of the ITT is attached to this Letter for your careful review and consideration in preparation for submission of your Tender.

A. Acknowledgement of Invitation

Proponents are asked to email their acknowledgment to this ITT using the Tender Acknowledgement Form (Appendix B) to Lizanne.greenidge@tha.gov.tt by **16th April 2024 at 12:30 P.M.**

B. Site Visit

The DFSNRES D will coordinate a **MANDATORY** site visit at Buccoo Training Facility, located, School Street, Buccoo, Tobago. This site visit is scheduled for **19th April 2024 and will commence at 10.00 A.M.**

C. Submission of Tender

One (1) original, four (4) hard copies and a soft copy (via flash drive) of the Tender Package must be placed into **one (1) sealed envelope**, labelled in accordance with Instructions to Proponents of the ITT documents, and delivered into the appropriately labelled Tender Box located in the Procurement Unit, on the First Floor of the Division’s Main Office Building at the address below, by no later than **17th May 2024 at 1:30 P.M.**

**Shirvan Administrative Complex
Corner Milford and Shirvan Road,
Shirvan, Tobago.**

A Proponent requiring clarification of the contents of this ITT Documents must notify the DFSNRES D in writing by email to the following email address, lizanne.greenidge@tha.gov.tt

The Proponent’s requests for clarifications must be titled “REQUEST FOR INFORMATION-DFS NRES D 2023/24-007 ITT “Repair Works to Buccoo Training Facility”. The request must be specific, must refer to the project title, specific section and clause and must be sequentially numbered. Inquiries must be received no later than **30th April, 2024 at 12:00 P.M.**

The DFSNRES D does not bind itself to accept the lowest cost of this or any Tender Submission.

- END -

1. BACKGROUND INFORMATION

The Division of Food Security, Natural Resources, the Environment and Sustainable Development (DFSNRES D) is one of the Divisions of the Tobago House of Assembly. The Division is responsible for the preservation and sustainable management of the island's natural resources, as well as the marketing and distribution of indigenous agro-based products of Tobago.

The Department of Marine Resources and Fisheries (DMRF) which is a part of this Division, is particularly responsible for the sustainable management of the island's marine resources and fisheries (from the coastline to a distance of 6 nautical miles off shore). This includes, the provision of resources and amenities for the growth and sustainable development of the industry.

In this regard, DFSNRES D is seeking a competent and reliable contractor to execute repair works to Buccoo Training Facility which is located at School Street, Buccoo Tobago.

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

Additionally, the procurement process is been done in accordance with the **Procurement Rules and Procedures established in the Handbooks and Guidelines issued by the Office of Procurement Regulations to achieve compliance with the Public Procurement and Disposal of Public Property Act, 2015 as amended, as this act promotes** fairness, integrity, accountability, good governance, transparency and value for money.

2. SCOPE OF WORKS

This project requires the engagement of a contractor due to the nature of works to be completed and the required time of completion to handover for use by the stakeholders. To this end, the contractor so engaged shall provide all required expertise, labour, tools, equipment, materials and services required to complete this project in accordance to specifications and general contract conditions and standards set by the Division.

The contractor shall provide the necessary PPE for workmen on the site, which are required to be worn at all times, whilst on site and engaged in work activities.

On completion of the project, all unwanted materials are to be removed from the project site to an approved dumping site or laydown yard.

The successful contractor shall complete:-

1. Repair works to concrete fence at entrance to the compound
2. Painting of exterior and interior of main building
3. Replacement of windows and doors.
4. Repairs to cabinetry, ceiling, toilet and electrical.

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

3. SCHEDULE

The Firm must be able to commit and undertake the works within a **three (3) months' time period**.

4. ELIGIBILITY

A bidder, and all parties constituting the bidder, shall meet the following criteria to be eligible to participate in public procurement:

- a) the bidder **must** be registered in the Office of Procurement Regulator's (OPR) Procurement Depository in the Line of Business – **72101501 –Handyman Services** specifically:
- b) the qualifying value category for this tender is **Level 2 (\$100,000.01 - \$2,000,000.00)**
- c) the bidder has the legal capacity to enter into a contract;
- d) the bidder is not:
 - i. insolvent;
 - ii. in receivership;
 - iii. bankrupt; or
 - iv. being wound up, administered by a court or judicial officer
- e) the bidder's business activities have not been suspended;
- f) the bidder is not the subject of legal proceedings for any of the circumstances in (d);

- g) the bidder has fulfilled his or her obligations to pay taxes and National Insurance Contributions;
- h) the Directors and/or Principal Officers have not been convicted for any criminal offences.
- i) this is a **Selective Tender** issued to Tenderers domicile on the island of Tobago.
- j) the bidder must 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
- k) the bidder must meet relevant industry standards.

5. FORMAT OF TENDERS

- (a) Tenders shall comprise of a **Single-Envelope System**, this means a single envelope containing both the financial and technical/quality information for evaluation.
- (b) Alterations or erasures on any tender shall be initialed by the Tenderer or, in the case of a company or firm, by a duly authorized officer or employee of such company.

6. TENDER SUBMISSION INSTRUCTIONS

Each tenderer is to only submit documents requested in a neat format with each section properly separated and tabbed together with a table of contents for ease of access **in the order stated hereunder**. All submissions must be neatly bonded. The Division reserves the right to reject any tender that has not been properly bonded, tabbed or in an order different from that stated below or submission of any loose pages.

- a) **A cover page** outlining the name of the Tenderer, and the sum proposed in words as reflected on the Bill of Quantities (VAT to be written separately), date and signature of person making submission on behalf of the Tenderer.
- b) **Completed Tender Submission Form (TSF)** - Tenderers are to print the detached **Appendix B in duplex style** (i.e. back and front), read carefully, insert the information required, and provide the necessary attachments as recited in the paragraphs in the Tender Submission Form (TSF).
- c) **Proof of Register entity** – Tenderers are required to submit a copy of their business registration or a copy of their certificate of incorporation along with a list of **all** directors.

- d) **Valid VAT, NIS and BIR** certificates of compliance from the business entity.
- e) **Registration-** Tenderer business entity must be registered and pre-qualified (as requested line of business) with the Office Procurement Regulation (OPR)
- f) **Utility bill** demonstrating evidence of Tenderers location. Where any utility bill is not in the name of the tenderer, such as where the tenderer is a tenant or licensee, a letter from the person whose name appears on the utility bill certifying that the Tenderer is a lessee or licensee. Utility bill must not be more than three (3) months old.
- g) **Past Experience-** Tenderers must provide **two** (2) previous contracts or letter(s) of award/signed or purchase orders from Government (THA) agencies demonstrating that the tenderer has undertaken works of a **similar nature**, within the past eight (8) years of at least **70%** of the cost proposed in your Tender submission. Where any past experience contracts/letter of award is submitted from a private company or a private individual it **MUST** be proved, by being attached to a Statutory declaration from the client on whose behalf the work was undertaken. 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.
- h) **Past Performance** - Two (2) references from the same clients from which letters of awards/contracts/purchase orders were issued above. Reference must include name and contact information of client, the start and end date of contract and the **performance of your company** in undertaking the works.
- i) **Financial Capacity** – Tenderers must provide a current statement (not older than two (2) months) or letter from a **recognized financial institution** demonstrating the range of finances **available** to 60% or more to the sum tendered. Letters must state a range of figures **available**.
E.g. High six digits, low seven digits etc.
- j) **Methodology and Implementation Plan** - Clearly outlining timelines and deliverables for this project. The plan must include the specific tasks for the project. It should identify detailed descriptions of the procedures and methods to complete all tasks in order to satisfy the objectives/needs identified in the required scope.

- k) **Wireman and Plumbing License-** Tenderers must submit valid copies of the licenses of the personnel who will be over seeing that aspect of the project.
- l) **Health and Safety** - Tenderers are required to show safety policy relevant to this project, risk assessment relevant to this project and identify a qualified safety officer for the duration of this project.
- m) **Project Team-** Tenderer is required to submit the names and copies of qualifications for the key personnel that will perform the services and indicate who the Team Leader is, who are supporting and roles and responsibilities of each person.
- n) **Schedule of works** - Tenderers are to submit their schedule of work using a Gantt Chart.
- o) The Division shall (if required) make enquiries and or visits to ensure the validity of the works represented in the contract/letter. If award is found to be misrepresenting any facts, it shall be summarily rejected without notice.
- p) **No additional information** is to be submitted other than that requested above. Any additional information not requested shall not be taken into account or may result in disqualification.
- q) Each requested attachment must be placed under the respective labelled cover page and tabbed, to provide for easy access.
- r) **No additional information** is to be submitted other than that required by the TSF.
- s) Where there are any inconsistencies between words and or figures in the TSF and its annexures, those stated in the TSF shall override that stated in the annexures.
- t) Tenderer must read and sign Ethical Code of Conduct for Suppliers and Contractors, which indicates you have read and agreed to the terms and condition outlined therein.

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

The Administrator
Division of Food Security, Natural Resources, the Environment and Sustainable
Development
DFSNRESD 2023/24 - 007

Repair Works to Buccoo Training Facility

And deposited in the tender box (Box Opening dimensions are approx. 14" long x 3/4" wide) located in the Procurement Unit on the Second Floor of the Division's Main Office Building at MILSHIRV Administrative Complex, Shirvan Road, Shirvan, Tobago, on or before **17th May 2024 at 1:30 P.M.**

Tenderers **MUST** submit **one (1) original, four (4) copies and a soft copy (via flash drive)** of their bids in **One (1) Envelope**. 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 Tenderer's returning address and contact number at the back of the envelope.

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

7. TENDER OPENING

Tenders shall be opened at Division's Main Office Building, MILSHIRV Administrative Complex, Shirvan Road, Shirvan Tobago and virtually link for the opening will be given on the day of the site visit for the **17th May 2024 at 1:40 P.M. ALL tenderers are welcome to attend.**

8. SITE VISITS

The DFSNRESD will coordinate a **MANDATORY** site visit, the site visit will be at Buccoo Training Facility which is located at School Street Buccoo on **19th April 2024 and will commence at 10:00 A.M.**

9. EVALUATION CRITERIA

CRITERIA	SCORE	EVIDENCE
Neatly bonded Tender Submission	Mandatory	Must have a cover page and table of content.
Attendance to Site Visit	Mandatory	Signed Attendance Register.
Register and pre-qualified (as requested line of business) with O.P.R	Mandatory	Printed supplier registration number and a copy of letter from the depository of O.P.R stating you have been accepted (pre-qualified) in the requested line of business.
Completion of the Tender submission form (TSF) in manner specified by this Invitation	Mandatory	Completed TSF, including annexures.
Firm must be a registered business entity	Mandatory	Business Registration/ Incorporation certificate and Notice of Directors.
Compliance with VAT, BIR and NIS laws	Mandatory	Valid compliance certificate from the relevant authorities.
Plumbing and Wiremen license	Mandatory	Tenderers must submit a valid copies of the licensed personnel who will be over seeing that aspect of the project.
Firm has experience in undertaking works of similar nature as in this ITT	Mandatory	Two (2) previous contracts/letters or award/purchase order of similar nature and of at least 30% less than the cost proposed in this tender within the past eight (8) years.
Past performance	Mandatory	Two (2) references from the same clients from which letters of awards/contracts/purchase orders were issued above. Reference must include name and contact information of client, the start and end date of contract and the performance of your Firm in undertaking the works.
Financial capacity to undertake the contract to the value of at least 40% below the sum proposed in this tender	Mandatory	Item 11 TSF - Bank reference letter and or three (3) month bank statement demonstrating evidence that the Firm has the financial capacity to undertake the contract to the value of at least 40% below of the sum proposed in this Tender.
Statement of Truth	Mandatory	Tenderers must sign and submit their Statement of Truth Declaration (Appendix D).
Ethical Code of Conduct for Contractors and Suppliers	Mandatory	Tenderer must read and sign Ethical Code of Conduct for Contractors and Supplier, which indicates you have read and agreed to the terms and condition outlined therein at Appendix E .

- I. **Tenderers who have not met the mandatory selection criteria SHALL NOT be considered for award criteria.**
- II. The DFSNRES D does however retain a separate right to waive irregularities in the tender submission if in the DFSNRES D's discretion if such irregularities are of a minor technical nature or relate to defects.
- III. Where documents submitted by the tenderer are of a **statutory nature only**, and are materially incomplete or inaccurate, the DFSNRES D has the discretion to enter into an award with the successful tenderer, subject to the incomplete or inaccurate statutory document being remedied by the tenderer within seven (7) days.
- IV. Where none of the tenderers have met the criteria stated above, the DFSNRES D retains the 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 of the other tenderers.

10.AWARD CRITERIA

Experience Experience in similar works as those in this tender proposal in the form of two (2) contracts or 2 letter of award not more than eight (8) years old. Scope of works should be submitted within contracts/letter of award.	10%
Methodology and Implementation plan Clearly outlining timelines and deliverables for this project. The plan must include the specific tasks for the project. It should identify detailed descriptions of the procedures and methods to complete all tasks in order to satisfy the objectives/needs identified in the required scope.	25%
Project team Tenderer is required to submit the names and copies qualifications of the key personnel that will perform the services indicating who Team Leader is, who are supporting, etc. and roles and responsibilities of each person.	5%
Schedule of works Tenderers are to submit their schedule of work using Gantt Chart.	10%
Health and Safety Tenderers are required to show safety policy relevant to this project, risk assessment relevant to this project and identify a safety officer for the duration of this project.	10%
Total Technical Score	60%
Price Price submission.	40%
Total	100

Tenderers MUST achieve over 50% in EACH award criteria, to be considered for the award of the procurement contract by the Division.

Price score will be calculated as follows – Lowest (compliant bidder) Tender Price/Tenderers Price x 40% Total Score = Technical Score + Price Score

Abnormally low bids notwithstanding its Price score shall be summarily rejected.

11. REQUESTS FOR ADDITIONAL INFORMATION

Tenderers requiring a clarification of the bid documents **MUST** do so by contacting the Procurement Unit **ONLY** by sending an email to the following email address: lizanne.greenidge@tha.gov.tt. All queries should be addressed to:

Lizanne Greenidge
Manager, Public Procurement
Division of Food Security, Natural Resources, the Environment and
Sustainable Development
Procurement Unit

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

12. AWARD OF CONTRACT

The contract will be executed following successful negotiations with the top-ranked, or subsequent Proponent, and the fulfilment of the DFSNRES D requirements for the creation of binding legal relations, including its internal approval process. The successful Tenderer and the DFSNRES D shall make every effort to execute the formal contract within fourteen (14) days from the date of the Letter of Award.

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

13. STANDSTILL PERIOD

Once a decision is taken to accept a successful submission and prior to Award of Contract, the DFSNDES D will enter into a Standstill Period of **twelve (12) working days**. During this time, the DFSNRES D shall notify each supplier or contractor who presented submissions of its decision to accept the successful submission at the end of this period.

This notice shall contain the following information:

- a) the name and address of the supplier or contractor presenting the successful submission;
- b) the contract price; and
- c) the duration of the standstill period as set out in this solicitation document.

14. TERMS OF PAYMENT

The successful supplier shall be paid a mobilization fee of 30% at the start of works. Upon the successful completion of works and the subsequent issuance of the completion certificate by the DFSNRES D's Project Manager, all other monies shall be paid to the contractor no later than sixty (60) days after the submission of the invoice of 60% interim payment to the Accounting Department, DFSNRES D.

A 10% retention shall be held by DFSNRES D for four (4) months, for defect liability period.

15. BID VALIDITY PERIOD

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

16. NO CONTRACTUAL OBLIGATIONS

This is an Invitation to Tender. No contractual obligations will arise between DFSNRES D and any Tenderer until and unless DFSNRES D and a Tenderer enters into a formal, written contract for the Tenderer to provide the services contemplated in this Tender Document. The Tenderer agrees that while the offer is made in accordance with the provisions of this invitation to treat, the DFSNRES D reserves the right to vary and or amend contractual terms, with mutual consent of the DFSNRES D and the successful tenderer.

17. LATE TENDERS

Late tenders will not be accepted under any circumstances. DFSNRES D reserves the right to reject any or all tenders, in whole or in part, to negotiate changes in the scope of works and waive any technicalities as deemed in its best interest.

18. NO CLAIM FOR COMPENSATION

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

19. CONFLICT OF INTEREST

The DFSNRES D will ensure there is no Conflict of Interest in this tender. As such, any direct family relationship involving Tenderers and Members of Division's Management and Staff must be fully disclosed. A member and/or officer of the DFSNRES D or the relative of any such person shall not tender for the supply of items and or services stated herein. For the purposes of this tender the term "*relative*" means the father, mother, brother, sister, son or daughter of a person and includes the spouse of a son or a daughter of such person.

20. RIGHTS OF THE DIVISION OF FOOD SECURITY, NATURAL RESOURCES, THE ENVIRONMENT AND SUSTAINABLE DEVELOPMENT.

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

- (a) The DFSNRES D 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 DFSNRES D reserves the right to reject a Bid, which does not provide satisfactory evidence that the proponent has the technical, physical and financial resources to complete the work within a specified contract period.

- (c) The DFSNRES D reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to Award of Contract, without thereby incurring any liability to the affected. Further, the Division does not have any obligation to inform the affected proponent or proponents of the grounds for the action.
- (d) The DFSNRES D 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 DFSNRES D does not bind itself to accept the lowest or any offer or to reimburse proponents for any expenses incurred in bidding.

21. GOVERNING LAW

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

-End-

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APPENDIX A

BILL OF QUANTITIES Format

(This is document referred to in paragraph 13 of the pre – fixed Tender Submission Form)

Name of Project: DFSNRES D 2023/24– 007 – Repair works to Buccoo Training Facility

Contractor: _____

Proposal Brief: The contractor costing for required supplies, expertise, labour, tools, equipment, material and services required to provide and complete this scope of work according to specification and standard set by the authorized agent of the Division. All unwanted apparatus should be discarded from project site

REPAIR WORKS TO BUCCOO TRAINING FACILITY

BILL OF QUANTITIES

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	<u>Painting – Main Building</u>				
a)	All inclusive of the rental of scaffolding equipment. Supply and paint building exterior with one (1) undercoat primer and finish top coat with weather-resistant latex paint (to match existing).	Sf	3480		
b)	Supply and paint interior walls, doors and other surfaces with finish coat of water-base latex paint (to match existing).	Sf	3000		
c)	<u>Rust Treatment – Open Storage Area</u>				
	Treat and remove surface rust damage of roof trusses, purlins, and GI pipe supports and gateway making good on all affected areas of the open storage. Supply and paint with one (1) undercoat grey oxide primer and finish top coat of rust resistant metal paint (to match existing).	Sf	600		
	To Summary				
2	<u>Ceiling</u>				
a)	Supply and replace 2ft x 2ft mineral fibre ceiling tiles.	Nr	27		
	To Summary				
3	<u>Windows and Doors</u>				
a)	Repair 4 ft x 4 ft window in upstairs classroom.	Nr	1		
b)	Supply and install 36 inch x 80 inch timber door in downstairs male bathroom and front of building all-inclusive of locks and hinges.	Nr	2		
c)	Supply and replace 24 inch x 80 inch bifold louvred timber doors all-inclusive of tracks, hinges and locks in upstairs classroom.	Nr	2		
d)	Supply and install 32 inch x 80 inch timber door at entrance of building all-inclusive of deadbolt locks and hinges.	Nr	5		
e)	Remove and cart away existing fence wire enclosure. Supply and install 10g x 9ft (H) pvc coated chain link fencing enclosure. Include for 2" line post at 8 feet apart and 1-1/2" horizontal pieces at top, middle and bottom of fence.	Sf	700		

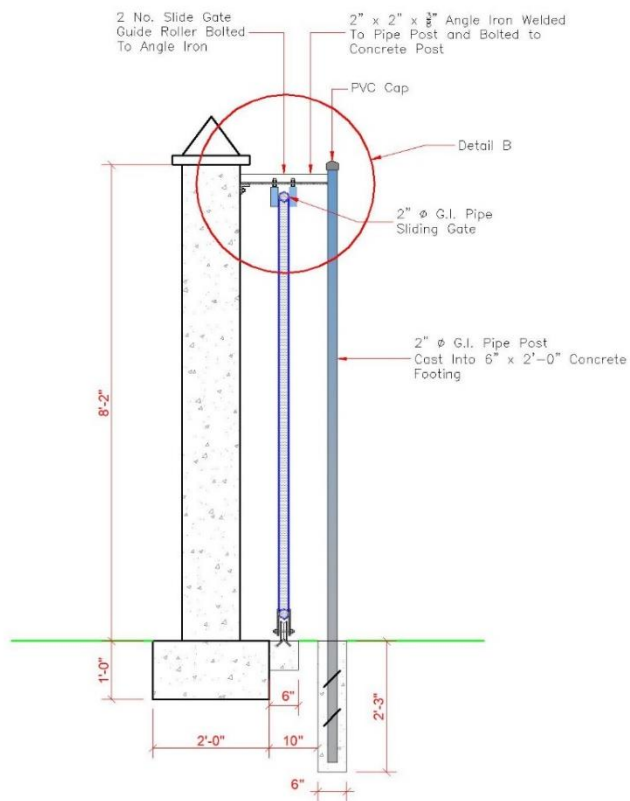
	To Summary				
4	<u>Cabinetry</u>				
a)	Supply and install 40 inch (L) x 20 inch (W) stainless steel single bowl kitchen sink.	Nr	1		
b)	Repair 15 1/2 inch (W) x 30 inch (H) timber cupboard door.	Nr	1		
c)	Remove and cart away existing under sink cabinetry partitions. Supply and install 36 inch (W) x 32 inch (H) interior cabinetry partitions.	Item	1		
d)	Supply and replace small metal single storage lockers.	Nr	12		
	To Summary				
5	<u>Toilets</u>				
a)	Supply and replace door locks.	Nr	4		
b)	Supply and install toilet paper holders.	Nr	2		
c)	Supply and install toilet seats.	Nr	2		
d)	Supply and replace stainless steel shower knobs in male and female bathroom.	Nr	2		
	To Summary				
6	<u>Guttering and Drainage</u>				
a)	Replace guttering, downpipes and drainage waste outflow lines.	Lf	220		
b)	Procure all materials and repair all drains on compound as directed, to allow for effective water flow to outfall. Include for the placing of metal grating as directed.	Lf	16		
	To Summary				
7	<u>Electrical</u>				
a)	Supply and install 250 watts LED safety floodlights, led tube lights, fittings and fixtures all-inclusive of the replacement of defective switches, outlets, fuses in and around compound.	Item	1		
b)	Reaffix electrical panel in downstairs corridor.	Item	1		
c)	Reaffix electrical conduit to walls and purlins.	Lf	34		
d)	Supply and install new 12 000 BTU air conditions inclusive of mounting brackets.	Nr	10		
	To Summary				
8	<u>Concrete Building Wall Repairs</u>				
a)	Block up exposed electrical lines with mortar in downstairs corridor.	Lf	5		

b)	Make good all cracks, chips and broken edges in walls of upstairs classroom and admin office and doorframes of toilets and bathrooms.	Sum	1		
	To Summary				
9	<u>Concrete Retaining Wall Repairs</u>				
a)	Demolish 13 1/2 ft. (length) x 4 ft (height) damaged section of concrete wall and columns.	Item	1		
b)	Remove and dispose of rubble from site.	Item	1		
c)	Excavate trench 14 1/2 ft. (length) x 3 ft. (wide) x 12 in (depth).	Cu.ft	44		
d)	Stirrup design - Fabricate and place 1/2 inch corrugated steel reinforcement for strip footing with 3/8 stirrups. Ensure 2 inch spacers placed below rebars and 2 inch concrete coverage above re bars. Reinforcement should be tied into existing foundation and wall.	Item	1		
e)	Supply and install 1/2 in corrugated steel reinforcement for column supports with 3/8 stirrups.	Item	1		
f)	Supply and install formwork for foundation and columns.	Item	1		
g)	Cast 14 1/2 ft. (length) x 2 ft. (wide) x 12 in (depth) footing. Note* contractor must ensure that trench line is cleaned to receive concrete.	Cu.ft	29		
h)	Erect 13 1/2 ft. (length) x 4 ft (height) block wall using 4 inch x 8 inch x 16 inch concrete blocks – placing 1/2 inch rebars vertically in block cores.	Sf	54		
i)	Fill block core with concrete.	Cu.ft	7		
j)	Backfill and compact trench on both sides of the new wall.	Item	1		
k)	Repair and reuse existing G.I Pipe fence wall and affix to newly built concrete columns.	Item	1		
l)	Render concrete columns.	Sf	72		
m)	Prime and Paint concrete block walls and columns. Colours to match existing blockwork and columns.	Sf	182		
	To Summary				
10	<u>3.0 Gate Repairs</u>				
a)	Remove and dispose existing gate track.	Item	1		
b)	Supply and install 2" Schedule 40 GI. Pipe support posts - cast 6 inch away on inner side of gate cloumns – cast same 2 ft 3inch (depth). Include for pipe caps.	Item	2		
c)	Supply and weld angle irons to top of GI pipe support posts and fix to top of concrete columns.	Item	2		

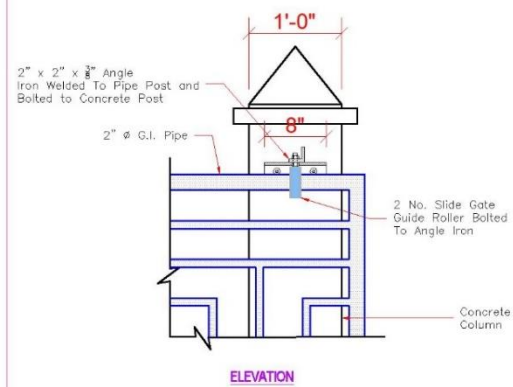
d)	Supply and weld slide gate guide roller to angle iron at top of concrete column and affix secondary slide gate roller to angle iron at top of GI pipe support post (ensuring horizontal alignment). <i>See attached drawing</i>	Item	2		
e)	Allow for repair - scrape and paint 22 ft x 6 1/2 ft metal gate and fencing. Broken areas to be welded, rusted areas removed, entire gate to be scraped, primed and refinished in anti-corrosive metal paint. Install locking mechanism.	Sf	143		
f)	Re-lay gate track and mount metal gate ensuring smooth and steady movement.	Item	1		
	To Summary				
11	<u>Site Cleanup and Demobilize</u>				
a)	Clear site of unwanted materials and debris to an approved dump site or laydown yard	Item	1		
	To Summary				

REPAIR WORKS TO BUCCOO TRAINING FACILITY
BILL OF QUANTITIES

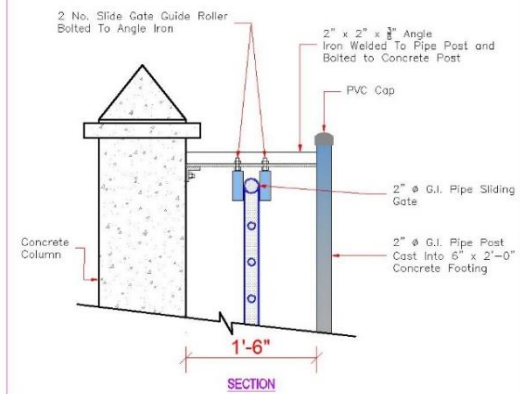
ITEM	DESCRIPTION	TOTAL
1.0	<u>Painting – Main Building</u>	
2.0	<u>Ceiling</u>	
3.0	<u>Windows and Doors</u>	
4.0	<u>Cabinetry</u>	
5.0	<u>Toilets</u>	
6.0	Guttering and Drainage	
7.0	<u>Electrical</u>	
8.0	<u>Concrete Wall Repairs</u>	
9.0	<u>Concrete Retaining Wall Repairs</u>	
10.0	<u>3.0 Gate Repairs</u>	
11.0	<u>Site Cleanup and Demobilize</u>	
	SUB-TOTAL	
	(Vat 12.5%)	
	TOTAL	



SECTION A-A



ELEVATION



SECTION

Column and Gate Sections

APPENDIX B

TENDER ACKNOWLEDGEMENT FORM

TO: **Manager, Public Procurement, DFSNRES D.**

TENDER: **Request for Proposal: DFSNRES D 2023/24-007 Repair Works to Buccoo Training Facility**

☐ (Yes) We _____ have received
(Company Name)

the Invitation to Tender and hereby confirm our intent to submit a tender for the above captioned.

or

☐ (No) We _____ have received
(Company Name)

the Invitation to Tender for the above captioned and hereby respectfully decline to bid for the following reason(s):

Dated this.....day of.....20.....

.....
Signature

In the capacity of

Company Stamp

Note: To be completed and emailed to the Manager, Public **Procurement Unit** at lizanne.greenidge@tha.gov.tt by **16th April, 2024 12:30 P.M.**

APPENDIX C

TENDER SUBMISSION FORM

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

1. I am ,Managing Director/
Chief Executive Officer/Director and or authorized representative of

.....

.....

.....

(hereinafter referred to as “*the Tenderer*”). In so far as the contents of this application are within my personal knowledge they are true, otherwise they are true to the best of my knowledge, information and belief.

2. I make this submission in response to **DFSNRES D 2023/24 - 007 – Repair Works Buccoo Training Facility**

3. Legal status:

☐ Limited Liability ☐ Registered Sole Trader ☐ Unregistered Sole trader

☐ Unincorporated association ☐ Partnership

A true copy of the **firm’s incorporation/registration** document and **Notice of Directors/Registered owner** are hereto annexed in a bundle and marked “A”.

4. Address of Tenderer:

.....

.....

.....

.....

A true copy of a utility bill evidencing the location of the firm is hereto annexed and marked “**B**”.

5. Name, Position, Email Address and Contact No. of person authorized to represent firm:

.....

.....

.....

6. The Tenderer **[is/is not]** in compliance with all applicable statutory laws relating to Value Added Tax, Income Tax and NIS Compliance. True copies of its **VALID** VAT Clearance Certificate (where applicable), BIR Tax Clearance Certificate and a NIS compliance certificate, are hereto annexed in a bundle and marked “**C**”.

7. I **[certify/cannot certify]** that the Directors and or Officers of the Tenderer have not been the subject of any fraud, money laundering, terrorist financing, corruption or participation in criminal affairs investigations. I further certify that the said persons have not been convicted for any criminal offences and can produce police certificates of good character within fourteen (14) days if required to do so.

8. I certify that the Tenderer **[is/is not]** Bankrupt or is the subject of insolvency or winding-up proceedings, where the organization’s assets are being administered by a

liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of Trinidad and Tobago or any other jurisdiction.

9. The Tenderer **[has/does not have]** two (2) letters of award/signed contracts/purchase orders from past and or current clients (within the last eight (8) years) demonstrating the Tenderer's experience in supplying services of a similar nature and of **at least "30% less than** the cost proposed" in this tender. True copies of the documentation are hereto annexed in a bundle and marked **"D"**.
10. The Tenderer **[has/does not have]** two (2) letters of reference from the same two (2) clients referred to in paragraph 9 hereof, on its performance, specifically addressing its performance on past or current contracts. True copies of the letters are hereto annexed and marked **"E"**.
11. The firm has access to, or has available, liquid assets, lines of credit, and or other financial means to meet its estimated cost of **at least "40% less than** the cost proposed" in this offer of TT\$..... (VAT Inclusive) and as recited in paragraph 13 hereof, net of the applicant's commitments for other contracts. A true copy of bank reference letter/ three (3) month bank statement is hereto annexed and marked **"F"**.
12. The Tenderer having understood the requirements of this tender and the recitals hereinbefore stated makes an offer in accordance with this invitation in the sum of
.....
.....
.....

.....
.....
A true copy of the **Bill of Quantities** (Appendix A) is hereto annexed and marked “G”.

13. The Tenderer [**makes/does not make**] this offer in accordance with the terms, stipulations, conditions, warranties, representations and or obligations recited in the Invitation to Tender document together with the site visit undertaken and further provided in this tender submission form.
14. The Tenderer makes as a condition of this offer that it can undertake the scope of works in a period of two **(2) months**.
15. The Tenderer abides to adhere to the contents of this Tender Submission and its annexures thereto.
16. The Firm undertakes to provide the original certificates for the copies submitted, if requested to do so by the DFSNRES D within seven (7) days of a request being made.
17. The Firm warrants that if any statutory document is defective, inaccurate and incomplete it can remedy same within seven (7) days of being provided notice by the DFSNRES D.
18. The Firm acknowledges that until a formal contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall **not** constitute a binding contract between the Division and the Firm.

APPENDIX D

Statement of truth

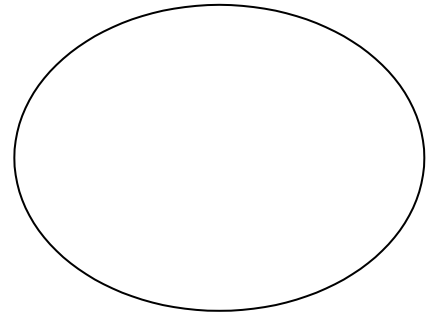
I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will be used in the selection and award process to assess my organization's suitability to be selected for this tender. I also acknowledge that the THA's authorized representative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

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

Dated this.....day of..... 2024

.....

Authorized representative on behalf of the Firm



Name of Firm -

Seal

.....

INDEX OF ANNEXURES SUBMITTED ON BEHALF OF FIRM

No	Description	TAB	Page number
1	Certificate Of Incorporation And Notice Of Directors/Partners	A	
2	Utility Bill	B	
3	Vat, BIR and NIS Clearance Certificate	C	
4	Letters of Award/Signed Contracts	D	
5	Letters of reference	E	
6	Bank references	F	
7	Bill of Quantities	G	
8	Ethical Code of Conduct for Contractors and Suppliers	H	
8	Statement of Truth	I	

Dated this.....day of..... 2024

Authorized Representative

For and on behalf of

.....
.....
.....

SCHEDULE III(A)
Statutory Declaration (Private Company)

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

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 the signed contracts/letters of award or purchase orders hereto annexed and that have 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 "J".
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 2024)

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, _____

(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 or purchase orders hereto annexed that have 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 “K”.

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 2024)

Before me,

COMMISSIONER OF AFFIDAVITS

APPENDIX E: ETHICAL CODE OF CONDUCT FOR CONTRACTORS AND SUPPLIERS



**TOBAGO HOUSE OF ASSEMBLY
DIVISION OF FOOD SECURITY, NATURAL
RESOURCES, THE
ENVIRONMENT AND SUSTAINABLE
DEVELOPMENT**

**ETHICAL CODE OF CONDUCT FOR
CONTRACTORS AND SUPPLIERS**

Adopted from the General Guidelines – Ethical Code of Conduct for Supplier & Contractors – Office of Procurement Regulation

CONTENTS

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INTRODUCTION

PURPOSE & OBJECTIVE

1. Public procurement in Trinidad and Tobago is governed by the Public Procurement Retention and Disposal of Public Property Act 2015 as amended ("the Act"), Regulations, Handbook and Guidelines and Directions issued by the Office of Procurement Regulation ("the OPR").
2. The values enshrined in section 5 of the Act namely, accountability, integrity, transparency, value for money, efficiency, fairness, equity and public confidence, serve as overarching values to which adherence is required by all suppliers/contractors of goods and services to a public body participating in public procurement.
3. Unethical practices and its concomitant threats of conflict of interest, fraud, collusion and corruption may be considered to be major threats to the above-mentioned objects of the Act. In this respect, this guideline aims to encourage the adoption of good practices and set the minimum standards of ethical behaviour and conduct of suppliers/contractors engaging or seeking to conduct business with a public body. It however, does not anticipate every ethical dilemma or situation one may encounter.
4. The guideline is being issued pursuant to Section 13 (c) and Section 30 of the Act. It is to be noted that this guideline complements the Act and the Regulations and does not replace any part of the Act or the Regulations or any other Law.

SCOPE AND APPLICABILITY

5. This guideline shall apply to all suppliers/ contractors and their agents:
 - I. Participating in public procurement or disposal of public property;
 - II. Engaging or seeking to conduct business with a public body.

COMPLIANCE AND MONITORING

6. To ensure that the principles and obligations stipulated in the Act, Regulations and this Guideline are complied with,
 - I. All named procurement officers shall observe the rules of and communicate the content of this guideline to suppliers/ contractors ; and
 - II. All suppliers/contractors shall observe the rules of and communicate the content of this guideline to their agents, including employees, subcontractors and subsidiaries who may be engaged in procurement proceedings with a public body;
7. The content of this guideline shall be communicated in the relevant local language and in a manner that is understood by all.

8. Suppliers/ contractors engaging in business with public bodies shall operate in full compliance with the laws of Trinidad and Tobago. The provisions of this guideline shall be deemed to be incorporated by reference into the standard bidding documents of procuring entities and shall therefore be binding on suppliers/contractors who shall commit to the same by duly signing the form set out in Appendix 1.
9. The OPR shall, on its own initiative or upon receipt of a complaint, consider, inquire into, investigate and or institute ineligibility proceedings in accordance with section 41 and section 58 of the Act and [Public Procurement and Disposal of Public Property (Ineligibility Proceedings) Regulation 2021].
10. In accordance with [Public Procurement and Disposal of Public Property (Ineligibility Proceedings) Regulation 2021] a public body may submit a report to the OPR on any breaches by suppliers/ contractors of this guideline and any action taken against the breach.

CONSEQUENCES FOR NON- COMPLIANCE

11. Breach of this guideline may provide grounds for,
 - i. Rejection or revocation of a bid, tender or proposal by a procuring entity;
 - ii. Being placed on the ineligibility list thereby debarring suppliers/contractors from participating in procurement proceedings for a stated period; or
 - iii. The establishing the commission on an offence.

OBLIGATIONS OF SUPPLIERS / CONTRACTORS

PROFESSIONALISM

12. A supplier/contractor shall maintain the highest standards of integrity and professionalism in their operations and when engaging in business with a public body.
13. A supplier/ contractor shall comply with professional standards of their industry or of any professional body of which they are members. Where a supplier/contractor is a member of a professional body, the supplier/contractor shall uphold the code of ethics of the respective profession and be of good professional standing.

FAIR AND TRANSPARENT PRACTICE

14. A supplier/contractor shall act in a manner that is transparent, fair, accountable and honest, and shall not engage in any act that may promote or encourage patronage, tribalism, cronyism and nepotism or any other form of preferential treatment towards personnel of a public body who are directly or indirectly involved in the procurement proceedings, conducted by a public body or personnel who may be in a position to influence the outcome thereof including but not limited to an elected or appointed officer.
15. A supplier/contractor shall act with honesty and integrity in all their engagements and transactions with a procuring entity, ensuring that all the information and certifications

provided, as well as the statements made, are true.

16. A supplier/contractor shall respond to solicitations by a procuring entity in an honest, fair, and comprehensive manner, accurately reflecting their capacity to satisfy the requirements set out in the bid or contract documents.
17. In accordance with section 34 of the Act, a supplier/ contractor shall ensure that the bid price reflects the ability of the supplier/contractor to successfully perform the procurement contract and is not abnormally low.
18. A supplier/contractor shall perform the obligations of the contracts efficiently and effectively and ensure that competent persons carry out its contractual obligations.
19. A supplier/ contractor shall accept full responsibility for all works, services or supplies provided to a procuring entity.

GIFTS, FAVOURS AND OTHER BENEFITS

In accordance with Section 59 of the Act:-

20. A supplier/contractor shall not solicit, offer, give, receive, grant, promise or represent to offer, gratuity in any form, gifts, money, any form of employment, service or any other thing of value, either directly or indirectly, with intent of gaining an advantage or a concession for himself or any other person, to any public body, personnel of a public body or personnel who may be in a position to influence the outcome thereof including but not limited to an elected or appointed officer.
21. A supplier/contractor shall not approach, contact, unduly influence or exert pressure on any member of a committee or any other employee of a procuring entity to take a particular action which favours or tends to favour them, or in respect of any matter that is before that procuring entity or that is expected to come before that procuring entity.

PROHIBITION AGAINST CORRUPT, FRAUDULENT, COERCIVE, COLLUSIVE AND UNETHICAL PRACTICES

22. A supplier shall report to the OPR and/or any other relevant agency any procurement practice which might be deemed improper.
23. A supplier/contractor shall not engage in bid rigging or in any form of fraudulent, collusive, corrupt, coercive, and or unethical practices, or inappropriate influences. For the avoidance of doubt, a supplier/ contractor shall not:
 - i. engage in, nor be a party to, agreements, arrangements, business practices or conduct that are anti-competitive and designed to establish prices at an artificial, non-competitive level, prior to or after bid submission, that would deprive the procuring entity of the benefits of free and open competition.
 - ii. misrepresent facts in order to influence a procurement exercise, manipulate the tender

- process, or the execution of a contract to the detriment of a public body.
- iii. deliberately harm or threaten to harm, either directly or indirectly, personnel of a public body or their property, to influence their participation in procurement proceedings, or to affect the execution of a contract.
- iv. engage in any obstructive practices either by deliberately destroying, falsifying, altering or concealing evidence material to an investigation, or making false, statements to an inquiry, in order to materially impede an investigation.

CONFIDENTIALITY

- 24. A supplier/contractor shall respect the confidentiality of information received in the course of performing a contract and shall not disclose the same or use such information for material gain or the furtherance of its private interest.
- 25. A supplier/ contractor shall preserve the confidentiality of information in accordance with contractual requirements or the prevailing law and even after the business or contractual relationship with the procuring entity has been determined.

CONFLICT OF INTEREST

- 26. . A supplier/contractor shall declare and disclose all potential, apparent and/or actual conflict of interest to the accounting officer and the named procurement officer of a public body in writing.
- 27. A supplier/ contractor shall not enter into a contract with a procuring entity where the supplier or contractor is an associate, an employee of/ member of staff or person who has a direct influence on the decision of the procuring entity.
- 28. Where the supplier/ contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation, promptly bring such information to the attention of the public body; and shall cooperate with the public body's review and investigation of such information and comply with the instructions it receives from the public body in regard to remedying the situation.

LABOUR, HUMAN RIGHTS AND SOCIAL RESPONSIBILITY

- 29. A supplier/contractor shall not engage in forced or compulsory labour in all its forms.
- 30. A supplier/contractor shall respect and adhere to the working time of employees in accordance with the laws of Trinidad and Tobago and or any collective agreements or other contractual agreements between the parties
- 31. A supplier/contractor shall pay at least the minimum wage or the appropriate prevailing wage, whichever is higher, comply with all legal requirements on wages, and provide any fringe benefits required by laws of Trinidad and Tobago or contract.
- 32. A supplier/ Contractor shall not evade or attempt to evade payment of taxes imposed in

accordance with section 119 of the Income Tax Act.

HEALTH, SAFETY AND ENVIRONMENT

33. . A supplier/contractor shall provide a safe and healthy workplace setting and comply with the Occupational Safety and Health Act of Trinidad and Tobago.
34. A supplier/contractor shall adopt responsible measures to mitigate negative impacts that the workplace has on the environment.
35. A supplier/ contractor shall strive to use durable products, reusable products and products (including those used in provision of services) that contain the maximum level of postconsumer waste, post-industrial and/or recyclable content, without significantly affecting the intended use of the goods or services, in order to contribute to waste reduction and to increase the development and awareness of sustainable and environmentally sound procurement, wherever possible.
36. A supplier/contractor shall utilize strategies to deliver the product or service that minimizes the emissions and discharges of pollutants and generation of waste.
37. A supplier/contractor shall obtain, maintain, and keep current all environmental permits, approvals, and registrations.
38. A supplier/ contractor shall adhere to all applicable laws and regulations regarding the restriction of specific substances in products and manufacturing and will take particular care to restrict and/or avoid the use of the “hazardous substances” in products.

-END-

APPENDIX 1–
DECLARATION AND COMMITMENT

I declare that I have read and fully understood the contents of the PUBLIC
[Name of Supplier/Contractor]

PROCUREMENT AND DISPOSAL OF PUBLIC PROPERTY ACT 2015 (AS AMENDED) AND THE GUIDELINES FOR
ETHICAL CONDUCT FOR SUPPLIERS/CONTRACTORS IN PUBLIC, PROCUREMENT, RETENTION & DISPOSAL.

I do hereby commit to abide by the provisions of the PUBLIC PROCUREMENT AND DISPOSAL OF PUBLIC
PROPERTY ACT 2015 (AS AMENDED) AND THE GUIDELINES FOR ETHICAL CONDUCT FOR
SUPPLIERS/CONTRACTORS IN PUBLIC, PROCUREMENT, RETENTION & DISPOSAL.

SUPPLIER'S INFORMATION

Job Title:

Name of Business :

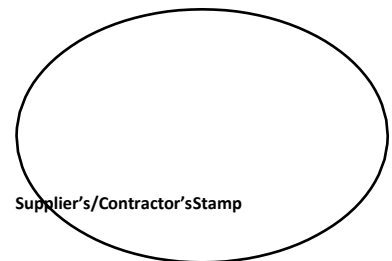
Office Address:

Telephone No:

E-mail Address:

Officer's Signature:

Date: / /2024
DD / MM / YYYY



(Proprietor's Signature)

APPENDIX 3 –
EXAMPLES OF GIFTS

Gifts and entertainment include for example:

- Gratuities
- Favour
- Meals
- Attending sporting, social and cultural events
- Lodging/accommodation
- Loans and loan guarantees
- Discounts or favourable terms on any product or service
- Services
- Prizes
- Transportation
- Use of vacation facilities
- Shares or other securities or participation in share offerings
- Home improvements
- Tickets to cultural, social or sporting events
- Gift certificates

SAMPLE CONTRACT

REPUBLIC OF TRINIDAD AND TOBAGO

AGREEMENT

Between

**DIVISION OF FOOD SECURITY, NATURAL RESOURCES, THE
ENVIRONMENT AND SUSTAINABLE DEVELOPMENT,
TOBAGO HOUSE OF ASSEMBLY**

And

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

For

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

This Agreement is made in duplicate this XXXX day of XXX, XXXX BETWEEN the TOBAGO HOUSE OF ASSEMBLY, (a Body Corporate established under section 141 of the Constitution of the Republic of Trinidad and Tobago) and having its registered office at the Administrative Complex, Calder Hall, in the island of Tobago and acting by its Administrator in the Division of Food Security, Natural Resources, the Environment and Sustainable Development, Milshirv Administrative Complex, Shirvan, in the Island of Tobago (hereinafter called the "Client") of the ONE PART and XXXXXXXXXX a company duly incorporated under the Companies Act. Chap. 81:01, Act No. 35 of 1995 as amended of XXXXXXXXXXXX (hereinafter called the "Contractor") of the OTHER PART.

WHEREAS:

- A. The Client is desirous of obtaining XXXXXXXXXX at XXXXXXXXXXXXXXXX.
- B. The Contractor is engaged in the business of XXXXXXXXXXXXXXXX and provides services in that area and holds itself out to be competent and expert in said services.
- C. The Client invited the Contractor to submit a tender for the project and having examined the Contractor's tender and subject to the terms and conditions hereinafter contained is satisfied that they appear to meet its requirements.
- D. By letter of award dated XXXXXXXXXXXX the Client advised the Contractor that it had been awarded a contract to carry out the XXXXXXXXXXXXXXXX at XXXXXXXXXXXX.

NOW **THEREFORE**, the Client and the Contractor each in consideration of the other's undertakings herein agree as follows:

1. The Works

The Contractor agrees to perform the Works in conformance with the Scope of Works attached to this Agreement and incorporated into it as **Appendix A** for the XXXXXXXX at XXXXXX (hereinafter the "Works").

2. Commencement and Completion

The Contractor shall commence the Works on XXXXXX, and shall complete said Works within XXXXXXXX from the commencement date being no later than XXXXXXXX.

3. Labour and Equipment

The Contractor agrees to provide and pay for all labour, materials, equipment, tools, machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Works.

4. Contract Price

- i. As consideration for the Works to be rendered by the Contractor under this Agreement, the Client shall pay to the Contractor the total contract price of **XXXXXXXXXXXX** (hereinafter the “Contract Price”) for all labour, materials, equipment, tools, machinery, transportation, and other facilities and services to be furnished for the satisfactory completion of the Works.
- ii. A mobilization fee of thirty percent (30%) of the Contract Price, shall be paid to the Contractor upon execution of this Agreement, receipt of which the Contractor hereby acknowledges.
- iii. Ten percent (10%) of the Contract Price (the “Retainer Fee”) shall be retained by the Client and shall only be paid to the Contractor upon expiry of the Defect Liability Period, as defined herein below at paragraph five (5). Such amount shall be held by the Client as security for the performance of Contractor’s obligations hereunder. The Client shall release the Retainer Fee less the value of outstanding punch list items (punch list items shall be mutually agreed to between Client and Contractor in writing). Once the Contractor completes the punch list items, any remaining Retainer Fee shall be immediately released and paid to the Contractor.
- iv. The remaining seventy percent (60%) of the Contract Price shall be paid in full to the Contractor upon satisfactory completion of the Works and the Contractor’s receipt of a Certificate of Completion issued by the Client.
- v. The Contractor shall submit invoices for any amounts due in respect of the Works.
- vi. All invoices for the provision of the Works shall be accompanied by documentation as required by the Client to substantiate the invoices and shall become due and payable by the Client within sixty (60) days of receipt by the Client from the Contractor.

5. Warranties

The Contractor agrees to promptly make good, without cost to the Client, any and all defects due to faulty workmanship and/or equipment which may appear within one (1) year from the date of completion and acceptance of the work by the Client (hereinafter the “Defect Liability Period”).

6. Termination and Settlement of Disputes

- i This Agreement shall terminate automatically on completion of the Defect Liability Period or unless terminated prior to completion under this clause.
- ii. In the event of a dispute, relating to this Agreement, or breach thereof, either party shall serve written notice (“Notice of Dispute”) on the other giving particulars of the dispute and requesting a meeting to attempt to reach an amicable resolution of the dispute. The parties shall attempt to settle such dispute amicably during a period not exceeding fourteen (14) days (the negotiating period) of the Notice of Dispute.
- iii. If the parties fail to resolve the dispute during the negotiating period the parties shall submit the dispute to non-binding mediation and shall make a good-faith effort to resolve the dispute through the mediation process. In the event that the parties are unable to resolve their dispute through mediation after fourteen (14) days from the referral to mediation or such further period as the parties may mutually agree in writing, the parties shall have the right to recourse under the relevant law.
- v. **Termination for Convenience.** Either party may terminate this Agreement for any reason, including without cause, by giving the other party notice in writing of at least twenty-one (21) days from the effective date of termination. If the performance of the Works under this Agreement are terminated in accordance with this clause, the Client will pay for such Works satisfactorily performed prior to the effective date of termination. However, the Client shall not be liable for services performed after the effective date of termination. The Contractor shall not be reimbursed for any anticipatory profits or lost earnings.

7. Indemnity

The Contractor shall indemnify and keep at all times during this period of this Agreement the Client and each and every officer of the Client from and against all actions, suits, proceedings, claims, demands, cost and expense whatsoever which may be taken or made against the Client and any of its said officers or be incurred or become payable by them or of them in any respect of any incident or occurrence associated with the Works for which the Client or its officers are not responsible or by reason of any negligence or breach by the Contractor of any of the conditions and stipulations on its part herein contained.

8. Permits, Fees, Taxes

The Contractor shall secure all required statutory approvals for the performance of the Works.

9. Insurance

The Contractor shall purchase and maintain at its own expense, all necessary workers' compensation and employer's liability insurance, commercial general liability insurance, and comprehensive automobile liability insurance to protect the Contractor from claims for damages because of bodily injury, including death, and for damages to property that may arise both out of and during operations under this Agreement.

10. Severability

In the event that any of the provisions, or portions or applications thereof, of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the Client and the Contractor shall negotiate equitable adjustment in the provisions of this Agreement with a view towards effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions, or portions, or applications thereof, shall not be affected thereby.

11. Non Waiver of defaults

- (i) Any failure by either party at any time to enforce the strict keeping and performance of any of the terms or conditions of this Agreement, or to exercise a right hereunder, shall not constitute a waiver of such terms, conditions, or rights and shall not affect or impair same, or the right of either party at any time to enforce the terms of the Agreement.
- (ii) No change in, addition to, or waiver of any of the provisions of this Agreement shall, be binding upon either party unless in writing signed by an authorized representative of such party. No requirement stated herein that an item be in writing may be waived except by means of a written instrument issued by the party. No waiver by either party of any breach by the other party of any of the provisions of this Agreement shall be construed as a waiver of any subsequent breach, whether the same or of a different provision of this contract.

12. Force Majeure

- (i) For the purpose of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the

party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- (ii) Force majeure shall not include:
 - (a) any event which is caused by the negligence or intentional action of a party or such party's subcontractor agents or employees, nor
 - (b) any event which a diligent party could reasonably have been expected to both
 - (1) take into account at the time of the conclusion of this Contract and
 - (2) avoid or overcome in the carrying out of its obligations hereunder.
- (iii) Force Majeure shall not include insufficiency of funds to complete the works or failure to make any payment required hereunder.
- (iv) Neither party shall be liable for failure to perform any obligation arising under this Agreement, to the extent that any such failure to perform is caused by Force Majeure and which cannot in the ordinary course of events be remedied by the party invoking the existence of such a situation of Force Majeure.
- (v) A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible and in any event not later than seven (7) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall, at its cost and expense, do all things reasonably possible to remove or mitigate its effects and shall similarly give notice of the restoration of normal conditions as soon as possible.

13. Confidentiality

- (i) Each party shall use its best efforts to keep in strict confidence and shall bind all its employees and agents to keep in strict confidence all the Client's background data and Contractor's information made available during the performance of this contract hereinafter collectively referred to "Confidential Information," unless the information:
 - a) is or becomes generally available to the public through no wrongful act of the Parties;
 - b) was in the possession of the Parties prior to the time it was acquired hereunder and was not acquired, directly or indirectly from the Parties or from others under an obligation of secrecy;

- c) is independently made available as a matter of right to the Parties by a third party without obligations of secrecy, provided that the Parties reasonably believes such third party did not acquire such information confidentially from the Parties; or
 - d) is required by law or in the course of legal proceedings to be divulged, provided that the Parties shall advise each other prior to any disclosure and shall afford each party the opportunity to object to said disclosure.
- (ii) The Parties shall not disclose Confidential Information to any third party or use it or any part thereof except in the performance of this Agreement. The Parties shall agree to limit access to Confidential Information to its employees, agents, representatives, who reasonably require such access for purposes of this contract. The Parties shall agree to use its best efforts in requiring that its, employees, agents, representatives, maintain the strictest confidence concerning Confidential Information.
- (iii) Upon completion of the Agreement or at the Client's request, the Contractor will return all Confidential Information (including all papers and documents and all copies thereof) which may have been furnished by the Client to the Contractor.

14. Notices

Every notice, demand or other communication under this Agreement shall be in writing and may be delivered personally or by letter or facsimile transmission dispatched as follows:

- i. If to the Client to its address specified below or to the following numbers:

Division of Food Security, Natural Resources, the Environment and Sustainable Development

Milshirv Administrative Complex

Shirvan

Tobago

Attn: Administrator

Phone No. : (868) 639-2234/1966, 660-7152 FAX (868) 639-1746/2570

- ii. If to the Contractor to the address specified below or to the following numbers:
XXXXXXXXXXXXXXXXXX

Attn: XXXXXXXXX

Phone No.: XXXXXXXXX

Email: XXXXXXXXX

15. Assignments

The Contractor shall not assign any of its rights or duties under this Agreement without the prior consent in writing of the Client.

16. Entire Agreement

The following documents shall be deemed to form and be read and construed as an integral part of this Contract, namely:

- (a) Scope of Works hereto attached as Appendix A
- (b) Appendix to tender hereto attached as Appendix B

This Agreement and its Appendices constitutes the full understanding of the Parties, and supersedes all prior agreements and commitments with respect thereto. There are no other oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Agreement or specifically referenced hereby.

17. Law and Jurisdiction

This Agreement is governed by and shall be construed in accordance with the laws of Trinidad and Tobago.

18. Amendments/Variations

Any amendments or variations of the terms and conditions of this Agreement, including any modification of the scope of works or the Contract Price, may only be made by written agreement between the Client and the Contractor.

IN WITNESS WHEREOF the parties have set their respective hands this day and year hereinabove written.

SIGNED by:

XXXXXXXXXXXXXXXX

Administrator

On behalf of the said **DIVISION OF FOOD
SECURITY, NATURAL RESOURCES,
THE ENVIRONMENT AND
SUSTAINABLE DEVELOPMENT**
TOBAGO HOUSE OF ASSEMBLY

In the presence of:

Name: _____

Address: _____

Occupation: _____

Signature: _____

AND SIGNED by:

XXXXXXXXXXXXXXXX

A person duly authorized to sign
on behalf of

XXXXXXXXXXXXXXXX

In the presence of

Name: _____

Address: _____

Occupation: _____

Signature: _____

APPENDIX A

SCOPE OF WORKS

APPENDIX B
XXXXXXXXXXXXXXXXXXXX
TENDER SUBMISSION