



TOBAGO HOUSE OF ASSEMBLY DIVISION OF HEALTH WELLNESS AND SOCIAL PROTECTION

INVITATION TO TENDER

ITT Ref #: DHWSP 2023/24-003

Proposed Works to the Castara Public Cemetery

SUBMISSION DEADLINE: THURSDAY 12TH SEPTEMBER, 2024 AT 2:00 PM

No.	Description	Date	Time
1	Site Visit (Mandatory)	Tues. 3 rd Sept, 2024	11:00 am
2	RFI Deadline	Fri. 6 th Sept, 2024	2:00 pm
3	Tender Acknowledgement Deadline	Mon. 9 th Sept, 2024	2:00 pm
4	Tender Submission Deadline	Thur. 12 th Sept, 2024	2:00 pm
5	Tender Box Opening	Thur. 12 th Sept, 2024	2:30 pm

TABLE OF CONTENTS

Part A: INVITATION	5
BACKGROUND	7
OBJECTIVES OF THE TENDER	7
ELIGIBILITY	7
Part B: SCOPE OF WORKS	9
SCHEDULE.....	9
SITE VISIT/PRE-BID SUBMISSION MEETING	9
WORKING HOURS.....	10
SITE PREPARATION AND CLEANING UP	10
TERMS OF PAYMENT.....	10
Part C: INSTRUCTION TO PROPONENTS.....	11
1. FORMAT OF TENDERS	11
2. TENDER ACKNOWLEDGMENT FORM.....	11
3. PREPARATION OF TENDERS	11
4. REQUESTS FOR ADDITIONAL INFORMATION	15
5. SUBMISSIONS AND DUE DATE	16
6. CHANGE TO TENDER DOCUMENTS	17
7. LATE TENDERS.....	17
8. TENDER OPENING.....	17
9. CANCELLATION OF THE ITT PROCESS.....	18
10. BID REJECTION.....	18
11. EVALUATION OF TENDERS	18
12. NEGOTIATION OF CONTRACT	20

13. AWARD OF CONTRACT	20
14. INSURANCE COVERAGE	20
15. BID VALIDITY PERIOD.....	21
16. PROPONENTS' REPRESENTATIVE	21
17. CONFLICT OF INTEREST	21
18. CONFIDENTIALITY	22
19. WAIVER AND ALLOCATION OF RISK	23
20. GOVERNING LAW	23
Part D: BILL OF QUANTITIES	24
Part E: DRAWINGS	29
Part F: DRAFT CONTRACT & CONFIDENTIALITY AGREEMENT.....	30
Appendix.....	45
TENDER ACKNOWLEDGEMENT FORM	46
STATEMENT OF TRUTH.....	47
STATUTORY DECLARATION – A (COMPANY).....	48
STATUTORY DECLARATION – B (PERSONAL).....	50
REFERENCE REPORT	52
FORM OF TENDER	54
DOCUMENT SUBMISSION CHECKLIST	55

Part A: INVITATION

Our ref: **DHWSP 2023/24-003**

Dear Sir/Madam,

Re: DHWSP 2023/24-003
PROPOSED WORKS TO THE CASTARA PUBLIC CEMETERY

Reference is made to the captioned matter.

The Division of Health Wellness and Social Protection (DHWSP) hereby invites tender submissions for **Proposed Works to the Castara Public Cemetery**. The provision of the services will be governed by the terms and conditions of the draft Contract contained in Part 'F' of the 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)* to procurement.dhwsp@gov.tt by **Monday 9th September, 2024 at 2:00 pm**.

B. Site Visit

The DHWSP will coordinate a site visit at the **Castara Public Cemetery**, Castara, Tobago. This site visit is scheduled for **Tuesday 3rd September, 2024 11:00 am**.

C. Submission of Tender

One (1) original, and four (4) hard copies of the Tender Package must be placed into **sealed envelopes**, labelled in accordance with *Instructions to Proponents*, Clause 5 of the ITT documents, and delivered into the appropriately labelled Tender Box located on the Ground Floor of the Division's Main Office Building at the address below, by **no later than Thursday 12th September, 2024 by 2:00 pm.**

**#7 Montessori Drive
Glen Road
Scarborough, Tobago**

A Proponent requiring clarification of the contents of this ITT Document must notify the DHWSP in writing by email to the following email address procurement.dhwsp@gov.tt.

The Proponent's requests for clarifications must be titled "**REQUEST FOR INFORMATION-DHWSP 2023/24-003**". The request must be specific, must refer to the project title, specific section and clause and must be sequentially numbered. Inquiries must be received by no later than **Friday 6th September, 2024 at 2:00 pm.**

The DHWSP does not bind itself to accept the lowest cost or any Tender Submission.

- END -

For more information, please contact:

Procurement Unit
Division of Health, Wellness and Social Protection
(868) 639-3395; Ext. 47231-5
Email address: procurement.dhwsp@gov.tt

Proposed Works to the Castara Public Cemetery

BACKGROUND

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

The Division of Health, Wellness and Social Protection (DWHSP) is accountable for the effective management and delivery of high quality, gender responsive health and social care, in addition to environmental health services in Tobago. We ensure an enabling environment for our committed staff of professionals and partners locally, regionally and internationally, to understand and meet the health and social care needs of the people of Tobago, so as to protect the vulnerable and promote health, wellness and social protection.

OBJECTIVES OF THE TENDER

The DHWSP is currently in the process of engaging competent and reliable contractors to facilitate the **Proposed Works to the Castara Public Cemetery**. The Works will include the refurbishment of the existent main building structure, with allowance for some demolition and alteration works. The DHWSP will conduct its procurement process in accordance with procurement best practice to ensure integrity, accountability, good governance, transparency and value for money.

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 – **Non-residential building construction services (72120000)** specifically:

72121103 - Commercial and office building renovation and repair service

OR

72121101 - Commercial and office building new construction service

- 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 within the past ten years of corruption or fraud related offences locally or internationally:-
 - i. as individuals; or
 - ii. as directors or officers of a company
- i) this is an **Open 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.

Part B: SCOPE OF WORKS

The Scope of Works for this Project would include the following:-

- The demolition of roofing sheets and framing (where applicable) to the building removal of derelict materials and general cleaning / sanitizing and power washing of the entire area.
- Upgrade of the structure, with allowances for new roofing works and framing are required, concrete works, carpentry and joinery, metalwork, and finishes, inclusive of painting and decorating.

See included **Bill of Quantities**.

SCHEDULE

The successful contractor must be able to commit to undertake the works within **three (3) months**.

SITE VISIT/PRE-BID SUBMISSION MEETING

The DHWSP will coordinate a site visit at the **Castara Public Cemetery**, Castara, Tobago. This site visit is scheduled for **Tuesday 3rd September, 2024 11:00 am**.

Contractors are advised that the site visit is **MANDATORY** to ascertain the character, extent and nature of the works to be done, conditions of site, working space and access and allow in the tender for all such factors which may affect the execution of the works.

Bidders shall be considered to have, by their own independent observations and inquiries, fully informed and satisfied themselves as to the nature and extent of the works relative to required equipment needed to complete any or all of which can in any way affect the prices included in their tender submission.

WORKING HOURS

Working hours are to be 0800 to 1700, or within that period. This must be agreed and confirmed between an Authorised Representative of the Division and the Contractor.

SITE PREPARATION AND CLEANING UP

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work area and premises, any rubbish, tools, equipment, and materials that are not the property of the DHWSP. Unsightly materials and debris including excess soil, garbage, and equipment should be removed as required; while materials should be scheduled for delivery only as required for immediate use.

TERMS OF PAYMENT

The proposed terms of payment for this tender is as follows:

Mobilization	30%
Final Payment	60%
Retention	10%

Retention period will be **six (6) months** following completion of works.

The Final Payment would be made upon the successful completion of works and subsequent issuance of a completion certificate by the Head of the Project Implementation Unit or an authorized member of the Division.

Part C: INSTRUCTION TO PROPONENTS

1. FORMAT OF TENDERS

Proponents are hereby invited to submit a Technical Proposal and a Commercial Proposal in a **Single Sealed Envelope**. The tender submission will form the basis for contract negotiations and ultimately for a signed contract.

2. TENDER ACKNOWLEDGMENT FORM

Interested parties must indicate their intent to tender via the attached **Tender Acknowledgement Form. (Appendix)** This must be completed and emailed to the Procurement Unit - Division of Health, Wellness and Social Protection, #7 Montessori Drive, Glen Road, Scarborough, Tobago at: procurement.dhwsp@gov.tt.

**The deadline for submission of the Tender Acknowledgement Form is Monday 9th
September, 2024 at 2:00 pm.**

Acknowledgements must be signed by the person making the offer or in the case of a company, partnership or business firm, a duly authorized officer or employee of such organization.

3. PREPARATION OF TENDERS

The Proponent shall bear all costs associated with the preparation and submission of its Tender and the DHWSP will in no way be responsible or liable for such costs, regardless of the conduct or the outcome of the evaluation process.

The Tender shall be signed by the Proponent or by his duly authorised representative. The original and the copies of the tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer.

There shall be no erasures or correction fluid applied to the Tender. All changes shall be “crossed off”, corrected and initialled by the Proponent’s duly authorised representatives.

Tenders should be as thorough and detailed as possible so that the DHWSP may properly evaluate the proposer’s capabilities to provide the required services. Proponents are responsible for examining with care all the documents and information provided in this Invitation to Tender (ITT) and will also be responsible for informing themselves of all relevant conditions, which may in any way affect their submission.

The Tender submitted by Proponents and all correspondence and documents exchanged shall be written in the English Language.

Submission Instructions:

Tenderers who have participated in the mandatory site visit and completed the acknowledgement form are to submit their tender **in the order stated hereunder.**

a) A Cover Page/Letter (Mandatory)

- Outlining the name of the Tenderer
- The sum proposed in words (VAT to be written separately)
- The time proposed
- The warranty proposed (where applicable)
- Date and signature of person making submission on behalf of the Tenderer.

b) Form of Tender (Mandatory) – Contractor shall submit Commercial Proposal on the Form of Tender annexed in **Appendix**. Additionally, the cost proposed on the Form of Tender shall be supported by the BOQ provided and shall include unit prices, VAT (where applicable) and total tender price. Both documents must be signed and stamped.

c) Document Submission Checklist (Mandatory)

- This is to be completed by proponents and indicates all documents included in the proposal.
(See **Appendix**)

d) Table of Contents (Mandatory)

e) Statement of Truth (Mandatory)

- Contractors shall complete the attached annexed in **Appendix (Mandatory)**

f) Evidence of Business Registration (Mandatory)

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

g) Evidence of Domicile (business address) in Tobago (Mandatory)

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

Documents must not be older than three (3) months.

h) Evidence of Compliance with Legal Taxes (Mandatory)

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

Documents must be **VALID**

i) Evidence of past experience (Evaluated)

- Tenderers can provide two (2) previous signed contract/letters of award in works of a similar nature or provide letters from clients for whom works of a similar nature was done. Clients must in their letters state the cost of the works done. Additionally, contractors can provide a signed Statutory Declaration.
- Reference Reports

(See Appendix) Affidavit to declare that works were done to support the Reference Report of past experiences presented.

j) Ability to Finance the Project (Evaluated) - Tenders must demonstrate that they have the financial/other capacity to start and finish the project and are asked to provide financial/other evidence from:

- a recognized financial institution (Financial institution, financier) demonstrating the ability to finance the cost proposed in the tender. Letter must give a range, e.g. high five digits etc.
- Contractors that provide letters from businesses agreeing to finance the project must ensure the following:
 - i. Letters MUST be done on the business letterhead
 - ii. Letters must state the amount (in dollars) the business is affording the contractor
 - iii. Letters must be signed and stamped by a principal of the business
 - iv. The contractor's signature must also be on the agreement letter from the business
 - v. Copies of the Certificate of Incorporation and the Notice of Directors MUST be provided to support the legitimacy of the business.

Documents provided must not be older than three (3) months.

k) Methodology to Undertake Works (Evaluated)

- A detailed description of the plan of action which outlines the use of all resources within the quoted time to deliver the desired project output. This plan should be sufficiently detailed utilizing a Gantt or other chart.

- Health and Safety Plan for the project.

l) Key Personnel (Evaluated)

- Name and resume of the Project Lead
- Name and resume of the Safety Officer
- Name and resume of any other key personnel (engineers, plumbers, etc.)

m) Defects Liability Period (DLP) A period of time following practical completion during which a contractor remains liable under the building contract for dealing with any defects which become apparent. It may also be referred to as a rectification period or defects correction period. The Division requires a minimum warranty on construction of **six (6) months**.

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. **All submissions must be neatly bound, numbered and MUST have the company stamp affixed.** The Division reserves the right to reject tender documents that are poorly assembled or tabbed and not in keeping with the specific order.

4. REQUESTS FOR ADDITIONAL INFORMATION

Bidders 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: procurement.dhwsp@gov.tt by **Friday 6th September, 2024 at 2:00 pm**. All queries should be addressed to:

Mr. Deon Mc Kain
Manager, Public Procurement
Division of Health, Wellness and Social Protection

The Proponent's requests for clarifications must be titled "**REQUEST FOR INFORMATION-DHWSP 2023/24-003**". Replies to any request for clarification or additional information

(including all previous requests) shall be circulated to all parties participating in this tender process.

5. SUBMISSIONS AND DUE DATE

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

Secretary of the Tenders Committee
Division of Health Wellness and Social Protection
Re: Proposed Works to the Castara Public Cemetery
DHWSP 2023/24-003

and deposited in the tender box located on the Ground Floor of the Division's Main Office Building, at #7 Montessori Drive, Glen Road, Scarborough, Tobago by **Thursday 12th September, 2024 by 2:00 pm.** The box opening dimensions are approx.13" long x 1" wide. Proponents are asked to take account of these dimensions in the packaging of their Tenders and submissions can be packaged separately so that they fit in the Tender box. Tenders that cannot be deposited into the designated Tender box will not be accepted.

Tenderers **MUST** submit one **(1)** original and four **(4)** copies of their bids. The envelope of the original bid **MUST** be labelled as "**ORIGINAL**" in **BOLD** font and the envelopes containing copies **MUST** be labelled "**COPY**". Envelopes must be properly sealed with the bidder's returning address and contact number at the back of the envelope.

Tenderers **MUST** also affix their company's seal at the front of the Envelope, Moreover, the company's seal must be affixed to all pages of the bid submission and duly signed by the Tenderer.

The DHWSP, may at its sole discretion, extend the deadline stated above by issuing an amendment, in which case all Proponents would be notified in writing and shall therefore be subject to the new deadline as extended.

Kindly ensure that the Tender Submission Sheet is completed upon submission of your tender package.

6. CHANGE TO TENDER DOCUMENTS

Any clarification or change to these Tender Documents, prior to the Closing date specified herein will be made only by written addenda issued by the DHWSP to each potential Proponent collecting these Tender documents as at the date the clarification or change was made.

The DHWSP will not be held responsible for any interpretations made by Proponents as a result of information received by any means other than by written addenda.

Each addendum, when issued, is to become a part of these Tender Documents and each Proponent is required to acknowledge receipt of all addenda to the DHWSP by email to procurement.dhwsp@gov.tt.

7. LATE TENDERS

Late tenders **WILL NOT** be accepted under any circumstances. The DHWSP 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.

8. TENDER OPENING

Tenders shall be opened virtually on **Thursday 12th September, 2024 at 2:30 pm**. Tenderers when signing the Tender Submissions Sheet **MUST** clearly write their emails so that the link can be forwarded to all tenderers. The Division of Health Wellness and Social Protection shall not be held responsible for contractors failing to attend this session.

9. CANCELLATION OF THE ITT PROCESS

The DHWSP reserves the right to cancel the ITT process in its entirety or even partially for any reason without defraying any costs incurred by any company/firm/joint venture/partnership/consortium. Notice of such cancellation will be communicated to all participating firms.

10. BID REJECTION

Notwithstanding anything to the contrary which may be contained or implied in this ITT, the DHWSP does not bind itself to accept the lowest Tender and further reserves the right to reject any and all parts of any and all Tenders. The DHWSP reserves the right to reject any Tender which is judged to be in violation of the spirit and intent of this ITT.

11. EVALUATION OF TENDERS

The DHWSP 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.

Where documents submitted by the tenderer are of a **statutory nature only**, and are materially incomplete or inaccurate, the DHWSP 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.

Where the successful tenderer has a price that is in the opinion of the tender evaluation committee deemed to be abnormally low, the tenderer shall be required to provide additional information to substantiate their bid. This may include a detailed price breakdown structure, failing which, the tender shall be rejected by the Committee as an abnormally low submission.

Selection criteria

NO	CRITERIA	RELEVANCE	PROVIDED (✓ / X)
1	Signed Attendance Register	Mandatory	

2	Cover Page/Letter	Mandatory	
3	Form of Tender	Mandatory	
4	Document Submission Checklist	Mandatory	
5	Table of Contents	Mandatory	
6	Statement of Truth	Mandatory	
7	Certificate of Incorporation/Business Registration	Mandatory	
8	Evidence of Domicile (Business Address) in Tobago	Mandatory	
9	VAT Compliance Certificate – where applicable	Mandatory	
10	NIS Registration/Compliance Certificate (where applicable)	Mandatory	
11	Valid Income Tax Clearance Certificate/BIR	Mandatory	

NB: Tenderers that have not passed any one of the above requirements **SHALL NOT** be considered further in the application of the ‘Award Criteria’.

Award criteria

No	Criteria	Max Score	Evidence
1	Presentation, layout, order and compliance with documents to be submitted	5 pts	Points shall be deducted for submitting irrelevant information that was not requested
2	Assessment of Past Performance	10 pts	See Section 3 (i)
3	Financial capacity	20 pts	See Section 3 (j)
4	Implementation Plan/Methodology	35 pts	See Section 3 (k)

5	Qualifications and Experience of Key Personnel	30 pts	See Section 3 (l)
	TOTAL	100 pts	

Tenderers must score at least 70% in award criteria (3), (4) and (5) to be considered further. Award shall then be based on a price/quality ratio. Any contract award shall be made subject to the successful tender demonstrating evidence of Workmen's compensation and Public Liability Insurance.

12. NEGOTIATION OF CONTRACT

The DHWSP reserves the right to enter into discussion, and as appropriate, negotiate with the top-ranked proponent to clarify, among other things, the scope of services and the deliverables of the assignment. The objective of the negotiations will be for the DHWSP to achieve best value for money. Should negotiations with the top-ranked Proponent fail, the discussions would be formally terminated and consideration will be given to the next highest ranked proponent.

13. AWARD OF CONTRACT

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

The successful Proponent and the DHWSP shall make every effort to execute the formal contract within fourteen (14) days from the date of the Letter of Award.

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

14. INSURANCE COVERAGE

The successful contractor shall be required to maintain in force a policy or policies of insurance written by one or more responsible insurance carriers licensed to do business in Trinidad and

Tobago that shall insure against liability for injury to and/or death of and/or damage to property of any person or persons. The contractor will be required to provide proof of worker's compensation insurance in coverage amounts required by the law for the Operations to be provided that covers Contractor's employees for any on-the-job injuries as well as Public Liability Insurance. The contractor must be willing and able to provide evidence of above insurance requirements **no later than seven (7) days** after receiving the 'Notice to Proceed'.

15. BID VALIDITY PERIOD

Tenders shall be valid for a period not less than One Hundred and Twenty (120) Days from the closing date for the submission of Tenders. The DHWSP, in exceptional circumstances, reserves the right to request all Proponents to extend the validity period of their Tenders. Any Proponent who extends the validity period in compliance with the DHWSP request will not be permitted to otherwise modify its Tender.

16. PROPONENTS' REPRESENTATIVE

Proponents must advise the DHWSP representative of the name, business address, telephone number and email address of an individual who is designated as the Proponent's representative for the purpose of this ITT.

17. CONFLICT OF INTEREST

Proponent shall not have a conflict of interest. Proponent shall hold the DHWSP's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Proponent shall not qualify for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interests of the DHWSP.

Any Proponent who is found to have a conflict of interest with one or more parties in this ITT process shall be disqualified. A Proponent may be considered to have a conflict of interest with one or more parties in this ITT process if:

- a) It has, directly or indirectly, controlling shareholders or partners in common; or
- b) Its legal representatives are the same as or have a common party in their executive boards or management, or when the 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 it in a position where they have access to information or can influence other Tenders or the decision of DHWSP regarding this ITT process; or
- d) It submits more than one (1) application for this ITT process.
- e) It has participated directly or indirectly, in any capacity, in the preparation of the design, feasibility studies, terms of reference, or technical specifications of the works or related services that are the subject of this ITT process.

In particular, any effort by Proponents to influence the DHWSP in the process of examination, clarification, evaluation and comparison of Tenders will result in the rejection of the respective Proponent's bid.

In addition, tenders may be rejected if:

- i. The Proponent fails to provide the relevant documents requested in this ITT which supports its ability to successfully complete the services specified herein.
- ii. The Proponent has pending litigation which may adversely affect its ability to provide the services contained in this ITT.

18. CONFIDENTIALITY

All information supplied by the DHWSP in connection with this ITT shall be treated as confidential by the Proponent save for such information that may be disclosed so far as necessary for the purpose of obtaining sureties, guarantees and quotations necessary for the preparation and submissions of the Tender.

All information supplied by Proponents in response to this ITT shall be treated as confidential by the DHWSP, unless disclosure is required by law.

19. WAIVER AND ALLOCATION OF RISK

The Proponent acknowledges and agrees that it is solely responsible for obtaining its own commercial, legal, accounting, engineering, and other advice with respect to the contents of this ITT or any such information as is described in this paragraph. The Proponent who submits a tender to the DHWSP is deemed to have released the DHWSP from, and waived any action, cause of action, claim, liability, demand, loss, damage, cost or expense, of every kind, in any way connected or arising out of the contents of this ITT or any such information as is described in this paragraph.

A Proponent who submits a Tender is deemed to have agreed that it is solely responsible for and liable to ensure that it has obtained and considered all information necessary to enable it to understand the requirements of this ITT, and of the project, and to prepare and submit its Tender.

20. GOVERNING LAW

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

-End-

Part D: BILL OF QUANTITIES

,

Proposed Refurbishment Works - Castara Public Cemetery
Division of Health, Wellness and Social Protection

ITEM	DESCRIPTION	QTY.	UNIT	RATE	\$
BILL NR. 1 - TOOL SHED					
<i>Preamble: All quantities are provisional and the Contractor is advised to verify all measured values in connection with the Works</i>					
Demolition/Alteration Works					
A	Take down and set aside for disposal from site, as instructed by the Engineer, the existing roof sheeting (approx.196 square feet), inclusive of framing and prepare the area for new works		Sum		
B	Take down existing timber window framing (3nr.) and set aside for disposal, as instructed by the Engineer and make good existing opening in preparation for new windows.		Sum		
C	Reinstate and make good the existing slab base along all sides of the existing building, (as necessary and required)		Sum		
D	Scarify approximately 96 sq. ft. of existing concrete floor surface, prepare area and re-screed		Sum		
E	Make provision for a drain along the north eastern side of the building structure, with due consideration for existing conditions and slippage over time		Sum		
New Works					
CONCRETE WORKS					
F	Reinforced concrete to beds (pavement) - 4" thick; laid horizontally, vibrated and trowel finished around footprint of building; allow for sand blinding - 2" thick; allow for formwork and fabric reinforcement	3	cu.yds		
G	Reinforced concrete ring beam, comprising concrete, rebar and formwork	16	Lin. Yd		
ROOFING					
H	Pre-painted 26 Gauge aluzinc standing seam profile roof sheeting, fixed to timber framing with hex headed roofing screws.	22	Sq.Yd		
I	Pre-painted ridge cap 18" girth of 24 gauge flat sheet fixed to metal sheeting and frame by screwing.	6	Lin. Yd		
STRUCTURAL TIMBER WORK					
<u>The following in framed timber work to roof (similar to existing framing).</u>					
J	5/8" thick grooved plywood sheeting fixed to rafters	22	Sq.Yd		
K	4" x 4" wall plate (RPP).	16	Lin.Yd		
L	2" x 6" common rafters (RPP).	33	Lin.Yd		
M	2" x 8" ridge piece	1	Lin.Yd		
N	1" x 8" fascia board (RPP)	18	Lin.Yd		
O	1" x 4" laths (RPP)	28	Lin.Yd		
P	1/2" diameter nut and bolt anchors	16	Nr.		
Q	Hurricane anchors	14	Nr.		
R	Protect the foregoing work in this section		Item		
Total to Collection:					

Proposed Refurbishment Works - Castara Public Cemetery
Division of Health, Wellness and Social Protection

ITEM	DESCRIPTION	QTY.	UNIT	RATE	\$
	CARPENTRY AND JOINERY				
	<i>Windows (Contractor to confirm size of openings)</i>				
	Supply and installation of top hung sliding glass windows suitable for openings of size:				
A	2'-0" wide x 3'-6" high	3	Nr		
	<i>Doors (Contractor to confirm size of openings)</i>				
	Supply and installation of 1 3/4" thick external quality steel door, inclusive of framing, ironmongery and accessories etc. - complete, suitable for openings of size:				
B	3' - 6" wide x 8' - 0" high	1	Nr		
	GENERAL METALWORK				
	<u>Metalwork in mild steel; welded fabrications; welds ground to a smooth finish; two coats zinc chromate anti-corrosive primer after fabrication</u>				
C	Burglar proofing to metal door, comprising 3/4" wide x 3/16" thick metal flats at 8" on centres vertically and horizontally, encased within 3/4" RHS and fixed to 1" x 1" RHS framing, using 4" butterfly hinges (3 pairs per gate) and including a single metal lockbox with keyed openings both sides, with dead bolt lock and tower bolt tower bolts 10" long, for the gate; allow for fixing the framing to the walls using M6 'Rawl' bolts and openings for bolts; internally; door openings of size: 3' - 6" wide x 8' - 0" high	1	Nr		
D	Burglar proofing to window comprising 3/4" wide x 3/16" thick metal flats at 6" on centres vertically and horizontally, encased within 3/4" RHS, fixed to wall with 4nr. M6 'Rawl' bolts with allowance for 4nr. openings for bolts. window openings of size: 2' - 0" wide x 3' - 6" high	3	Nr		
	RAINWATER INSTALLATION				
E	4" diameter half round P.V.C. rainwater guttering fixed to fascia with and including mild steel flat straps 4" x 3/4" at 4'-0" centres.	10	Lin.Yd.		
F	4" diameter P.V.C. rainwater down pipe fixed with and including PVC brackets at 4'-0" on centre to surfaces of concrete and blockwork.	12	Lin.Yd.		
	<u>Extra over 4" diameter P.V.C. down pipe for :</u>				
G	90 degree elbows (Provisional).	2	Nr.		
H	45 degree elbows (Provisional).	4	Nr.		
I	Rainwater shoe.	4	Nr.		
	<u>Protection</u>				
J	Protect the foregoing work in this section		Item		
Total to Collection:					

Proposed Refurbishment Works - Castara Public Cemetery
Division of Health, Wellness and Social Protection

[illegible]

Proposed Refurbishment Works - Castara Public Cemetery
Division of Health, Wellness and Social Protection

ITEM	SUMMARY	TOTAL
	Bill Nr. 1 - TOOL SHED	
	GROSS (VAT INCLUSIVE)	

Part E: DRAWINGS

NO DRAWINGS AVAILABLE

Part F: DRAFT CONTRACT & CONFIDENTIALITY AGREEMENT

REPUBLIC OF TRINIDAD AND TOBAGO

THIS CONTRACT is made this ____ day of _____ 20__ between the **TOBAGO HOUSE OF ASSEMBLY** (a body corporate established pursuant to Section 141 A of the Constitution of Trinidad and Tobago) having its registered office at the Administrative Complex Calder Hall in the Island of Tobago and acting by the **ADMINISTRATOR IN THE DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION** of Lot No.5 Montessori Drive, Glen Road, Scarborough, in the island of Tobago, (“hereinafter referred to as the Division) and _____ (“the Contractor/Supplier”) having its principal office located at _____.

WHEREAS:

- (i) The Division wishes to have the Supplier (description of services to be provided).
- (ii) The Division and the Supplier have agreed to the Proposals submitted by the Supplier, in accordance with the terms and conditions set out below.

THE PARTIES HEREBY AGREE AS FOLLOWS:

DEFINITIONS

1. APPENDICES TO AGREEMENT

The following appendices shall be deemed to form an integral part of this Agreement:

Appendix 1: Terms of Reference

Appendix 2: Proposal

Appendix 3: Deliverables and Payment

Appendix 4: Activity and Time Schedule

Appendix 5: Letter of Award dated _____

Where any conflict arises between this Agreement and any of its Appendices, this Agreement shall take precedence. Where such conflict arises out of written modification of this Agreement by the Parties, as provided by Clause 3 herein, such modification will take precedence with regard to the issue or matter which it sought to modify.

2. TERM

The Supplier shall perform the Services over a ____ period commencing from _____ and ending on _____ or any other period as may subsequently be agreed by the Parties in writing.

3. MODIFICATION

Modification of the terms and conditions of this Agreement, including but not limited to any modification of the Services or the Contract Price, may only be made by written agreement between the Parties.

4. PAYMENT

A. Schedule of Payments

4.1 (name of the public body) shall pay the Supplier in accordance with the schedule of payments agreed between the Parties to the contract.

B. Payment Conditions

4.2 Payment of any fees by the Division shall be without prejudice to any claims or rights which the Division may have against the Supplier and shall not constitute any admission by the Division as to the performance by the Supplier of its obligations hereunder. Prior to making any such payment, the Division shall be entitled to make deductions or deferments in respect of any disputes or claims whatsoever with or against the Supplier.

4.3 Where the Deliverable is unsatisfactory and the Division has within the specified period, i.e. seven (7) days, notified the Supplier that the Deliverable is unsatisfactory, payment shall be made only upon resubmission of a Deliverable that is satisfactory to the Division. A decision that a deliverable is satisfactory to the Division shall be based upon criteria accepted by both the Division and the Supplier.

5. PROJECT ADMINISTRATION

5.1 The Division designates _____ as its Project Coordinator. The Coordinator will be responsible for the coordination of the activities, the acceptance and approval of the reports and other deliverables by the Division, and for receiving, certifying and securing the approval of invoices for payment under this Agreement.

6. DELIVERABLES

6.1 The deliverables listed in Appendices 1 and 2 shall be submitted within the period stated therein on the dates set out in the Activity and Time Schedule agreed to by the Parties, said Schedule being attached hereto, as **Appendix 4**.

6.2 Notwithstanding Clause 6.1 above, the Parties may agree to extend the time and dates for the submission of the deliverables listed in the Proposal.

7. INDEPENDENT SUPPLIER STATUS

The Supplier shall at all times remain the independent Supplier of the Division, and neither Party shall represent itself to be an agent of the other. The Supplier shall be responsible for any and all taxes, duties, fees, levies and other impositions imposed on the Supplier in respect of this Agreement.

8. INTELLECTUAL PROPERTY

- (a) Any and all copyright, trademarks and other intellectual property rights that are created as a direct result of the performance of the Services by the Supplier under this Agreement shall be deemed to be assigned absolutely in perpetuity to the Division.
- (b) In the event that any third-party intellectual property rights are used in the provision of the Services, the responsible Party will obtain the necessary consents, approvals and licenses for use of same by the Parties.
- (c) All documents of whatever nature provided by one Party to the other party in connection with the Services shall remain the intellectual property of the providing Party, but the other shall have a one-time use license to use the documents for purposes relating to the provision of the Services only. The Party receiving the documents shall not be entitled to make use of any documents provided for the carrying out of additional or similar work on or for any other project, works or brief unrelated to the provision of these Services. All documents provided by a Party to this Agreement shall remain the property of the providing party and shall be returned upon the completion of the Services.
- (d) The Supplier shall not publish either jointly or severally with any other person any article, photograph or other illustration relating to the provision of the Services without the permission of the Division, such permission to be in writing and not unreasonably withheld.

9. OWNERSHIP OF MATERIAL

Any studies, reports or other material, graphic, software or otherwise, prepared by the Supplier for the Division under the Agreement shall belong to and remain the property of the Division.

10. PERFORMANCE STANDARDS

The Supplier undertakes to perform the Obligations and Services, as more particularly set out in Appendices 1-4 herein, with the highest standards of professional and ethical competence and integrity.

11. COMPLIANCE WITH INSTRUCTIONS

The Supplier shall comply with all reasonable instructions of the Division regarding the requirements of the Division under the Agreement.

12. PROHIBITION OF CONFLICTING ACTIVITIES

The Supplier:

- a) shall not engage, either directly or indirectly, during the term of this Agreement in any business or professional activities which would be in conflict with the execution of this Agreement;
- b) warrants that he has the full capacity to enter into this Agreement and is not engaged in, or has not been engaged in, any situation that would give rise to a conflict of interest situation, to the best of his knowledge, information and belief.

13. CONFIDENTIALITY

The Supplier:

- a) shall maintain in confidence any information provided to him either directly or indirectly, under, or in participation in, the execution of this Agreement, taking all such reasonable security measures as he would usually take to protect his own confidential information and trade secrets, and shall use all information provided to him only for the purposes of facilitating this Agreement;
- b) shall not, either during the term of this Agreement or within two (2) years of its expiration, or such earlier time as the confidential information reaches the public domain other than through the default of the Supplier disclose any proprietary or confidential information relating to the Project, the Services, this Agreement or the Division's business or operations without the prior written consent of the Division.

14. INDEMNIFICATION

The Supplier shall defend, indemnify, protect and save harmless the Division and its agents, servants and employees from and against any and all suits, claims, demands of whatsoever kind or nature arising out of any negligent act, error or omission of the Supplier, its agents, employees and representatives in the performance of services, including but not limited to expenditure for costs of investigations, hiring of experts, witnesses, court costs, attorneys' settlements, judgments or otherwise.

The Supplier shall reimburse the Division for any cost incurred by the Division to correct or modify any of the services submitted by the Supplier that are found to be defective or not in accordance with the provisions of this agreement and all works resulting from and related to such of the services submitted by the Supplier as are found to be defective or not in accordance with the provisions of the Agreement.

15. PROVISION OF SERVICES AND FACILITIES

The Division shall:

- a) provide the Supplier with all information that is to be part of, or assist in the performance of the Services, once it is capable of so doing;
- b) make all payments to the Supplier in a timely manner according to the terms of Clause 4 and Appendix 3 of this Agreement;
- c) provide any and all instructions to the Supplier, giving the Supplier a **specified period within which to so comply.**

16. FORCE MAJEURE

- a. For the purposes of this Agreement "Force Majeure" includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse

weather conditions, strikes, lockouts, pandemics, public health emergencies or other industrial action (except where the such strikes, lockouts or other industrial action can be curtailed by the Party invoking Force Majeure), confiscation or any other action by government agencies.

- b. A Party affected by an event of Force Majeure shall promptly notify the other Party of such event in writing, and in any event not later than **SEVEN (7)** days following the occurrence of such event, provide details, written and otherwise, of the nature and cause of such event.
- c. Upon receipt of the said notice, the obligations of the party giving notice shall be suspended during the continuance of the Force Majeure.
- d. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum period of delay and shall give written notice of the restoration of normal conditions as soon as possible.
- e. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- f. Where the force majeure continues for a period of **THIRTY (30) DAYS** and substantially affects the obligations of the parties and/or the provision of services under this Agreement the party not claiming relief under this clause may terminate this Agreement by giving **SEVEN (7) DAYS** written notice of such termination to the other party.
- g. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions and alternative measures and has operated with due care and diligence, all with the objective of carrying out the terms and conditions of this Agreement.

17. TERMINATION

17.1 Upon the breach by the Supplier of any of its duties or obligations under this Agreement in relation to the provision of the services, the Division shall have the right to terminate this Agreement by notice in writing to the Supplier.

17.2 Following any such termination of this Agreement, the Supplier shall indemnify the Division against any direct commercial loss that is associated with the relevant deliverable, up to 50% of the fee paid for the said deliverable suffered by the Division as a result of the Supplier's breach of any of its duties or obligations under this Agreement.

17.3 The Division may terminate this Agreement for convenience at any time, upon not less than thirty (30) days prior written notice to the Supplier. Upon such termination, the Division will be liable to the Supplier for payment of (i) all fees payable for deliverables accepted by the Division to date of such termination, (ii) all fees payable for the work-in-progress, as demonstrated to the reasonable satisfaction of the Division, on a time and material basis; and (iii) such other costs of the Supplier, demonstrated to the reasonable satisfaction of the Division to be directly related to the winding down of the Services and work which are being terminated.

17.4 Either the Division or the Supplier may terminate the Agreement forthwith by notice in writing if (i) the other party is in default of any of its obligations hereunder and such default remains unremedied within fourteen (14) calendar days of the date of receipt of the notice thereof from the party not in default.

17.5 Either the Division or the Supplier may terminate this Agreement forthwith if either party is declared bankrupt, or a receiver or administrative receiver is appointed of any of the other's property.

17.6 The Supplier or its personal representatives shall, upon the termination of the engagement, immediately deliver up to the Division all correspondence, documents, specifications, papers and property belonging to the Division, which may be in the Supplier's possession or under its control.

18. INSURANCE

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

19. SUPPLIER'S ACTIONS REQUIRING DIVISION 'S PRIOR APPROVAL

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

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

- ii. the Supplier shall remain fully liable for the performance of the Services by the Sub-supplier and its Personnel pursuant to this Agreement;
- (b) modifying the scope of deliverables as stated in Appendix 3;
- (c) modifying the Terms of Reference as stated in Appendix 2.

20. ASSIGNMENT

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

21. LAW GOVERNING AGREEMENT AND LANGUAGE

The Agreement shall be construed, enforced and performed in accordance with the laws of the Republic of Trinidad and Tobago.

22. CONSEQUENCES OF CHANGE IN THE APPLICABLE LAW

If, after the date of this Agreement, there is any change in the Applicable Law which increases or decreases the reimbursable expenses incurred by the Supplier in performing the Services, then the reimbursable expenses otherwise payable to the Supplier under this Agreement shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts specified in Clause 4.

23. SURVIVAL OF PROVISIONS

Clauses 8, 9 and 13 of this Agreement and any corresponding rights and/or obligations conferred on either Party shall be enforceable after completion.

24. WAIVER

Failure or neglect by either Party to enforce at any time any of the provisions of this Agreement shall not be construed nor shall be deemed to be a waiver of that Party's rights nor in any way affect the validity of the whole or any part of this Agreement nor prejudice either Party's rights to take subsequent action.

25. NOTICES

Any notice, request or consent made pursuant to this Agreement shall be in writing and shall be deemed to have been made when delivered in person to an authorised representative of the Party to whom the communication is addressed, or when sent by registered mail or facsimile to such Party at the following addresses, which may be changed by notice:

The Division:

Supplier:

26. DISPUTE RESOLUTION

All disputes or differences of opinion relating to the application or interpretation of this Agreement shall be resolved in the first instance by negotiations between the Parties, failing which, recourse may be had to mediation by a third party to be jointly agreed by the Parties.

Any dispute, difference, controversy or claim between the Parties as to matters arising out of or in connection with this Agreement, that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement, may be submitted by either Party for settlement by arbitration. Arbitration proceedings shall be conducted in accordance with the Arbitration Act of Trinidad and Tobago, Chapter 5, No. 1, or any modifications thereof.

27. MISCELLANEOUS

In any arbitration

- a) Unless otherwise agreed by the Parties, proceedings shall be held in the Republic of Trinidad and Tobago;
- b) the English language shall be the official language for all purposes.

28. AUTHORIZED SIGNATORIES AND CAPACITY

Any action required or permitted to be taken and any document required or permitted to be executed under this Agreement shall be taken or executed:

- a. on behalf of the Division by the person designated as the Division's accounting officer for the time being, or through any agent duly authorized to act on his/her behalf; and
- b. on behalf of the Service Provider by the Service Provider's Secretary or through any agent duly authorized to act on the said Secretary's behalf.

IN WITNESS WHEREOF the duly authorised representatives of the Parties have hereunto set their hand the day and year first hereinabove written.

Signed by:

Signed by:

For and on behalf of the within named

For and on behalf of the within

**DIVISION OF HEALTH, WELLNESS
AND SOCIAL PROTECTION**

Supplier

In the presence of:

In the presence of:

.....

Witness

.....

Witness

.....

Address

.....

Address

.....

Occupation

.....

Occupation

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made the day of 20__.

BETWEEN the **TOBAGO HOUSE OF ASSEMBLY** (a body corporate established pursuant to Section 141 A of the Constitution of Trinidad and Tobago) having its registered office at the Administrative Complex Calder Hall in the Island of Tobago and acting by the **ADMINISTRATOR IN THE DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION** of Lot No.5 Montessori Drive, Glen Road, Scarborough, in the island of Tobago, ("hereinafter referred to as the Division ") of the One Part; and

.....
.....
..... (hereinafter referred to as "the Contractor/Supplier/Consultant") of the Other Part.

1. The DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION is considering seeking Proposals in anticipation of awarding a Contract (hereinafter called the "Contract") for the provision of _____ Goods/Services/Works.
2. The Contractor/Supplier/Consultant wishes to submit a Proposal for the said Contract.
3. Whereas, the Parties intend to exchange information and in the course of such activities it is anticipated that the Parties may wish to disclose to each other proprietary information, which information the Parties regard as confidential.

NOW IT IS HEREBY AGREED as follows:

Definitions

1. In this Agreement, the following words shall have the meanings hereby assigned to them:

"Agent", in relation to any office or other person includes its/his employees, directors, contractors, sub-contractors, advisers, consultants, legal representatives, accountants and auditors.

"The DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION means _____ and

"Disclose" includes but is not limited to any act of divulging, releasing, communicating, transmitting, broadcasting or otherwise transferring or imparting Material Information by any means whatsoever to any person, whether individual or corporate. "Disclosed", "disclosure" and "disclosing" shall be construed accordingly.

"Excepted Information", in relation to either party disclosing or otherwise using the same, means any Material Information which:

- a) at the time of Disclosure or use is, or has come to be, in the possession of that party

- lawfully and otherwise than in consequence of any improper conduct; or
- b) has been created, originated or supplied by that party and is not composed or derived from or dependent for its meaning or effect upon Material Information already created, originated or supplied by the other party or any of its Agents; or
- c) if obtained directly or indirectly from or through another person or persons, was or came to be (or is reasonably believed to have been or came to be) in the possession of such other person or persons lawfully and otherwise than in consequence of any breach of confidentiality owed by such other person or persons to the DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION ; or
- d) is not the subject of any prior or concurrent obligation of confidentiality owed to *the* DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION by the party disclosing or using the same or by any of its Agents to DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION ; or
- e) is, or subsequently becomes, otherwise than in consequence of improper conduct, a matter of common or public knowledge or record.

"Improper conduct" includes a breach of any express or implied term of this Agreement or of any other agreement between the DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION and the Contractor/Supplier/Consultant or any of its Agents. Improper conduct also includes a breach of any other obligation of confidentiality owed by or to DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION or by the Contractor/Supplier/Consultant or any of its Agents.

"Information" includes but is not limited to any information, facts, data, programs, formulae, opinions, comments or ideas expressed in communicable form.

"Material Information" means any information concerning any and all of the past, present or future business, activities, projects, policies, plans or contracts of the DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION or the Contractor/Supplier/Consultant.

"Relevant Period" means a period commencing on the date of this Agreement and expiring five years thereafter or, if within such period the Contract is awarded to the Contractor/Supplier/Consultant, a period commencing on the date of this Agreement and expiring five (5) years from the date on which the Contract is substantially completed or terminated early or abandoned.

The Contractor/Supplier/Consultant's undertakings

2. In consideration of the undertakings by the DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION, the Contractor/Supplier/Consultant undertakes during the Relevant Period: -
 - a) not to cause or permit any third party to contravene or prejudice the requirements of this clause;
 - b) not to disclose any Material Information disclosed by or obtained from the DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION ; and

c) not to use Material Information for any purpose except for: -

- i. the preparation and submission of the Proposal and supporting documents to the DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION for the Contract, and any necessary correspondence, discussions or negotiations with the DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION in anticipation of the award of such Contract;
- ii. the proper performance and observance of the Contract, if awarded to the Contractor/Supplier/Consultant together with any correspondence, discussions, negotiations, or other matters necessarily arising in connection with the Contract or with any modification or proposed modification thereof or with the ordering or carrying out of any variations or the placing or performance of any subcontract in connection therewith.

The Public Body's undertakings

3. In consideration of the undertakings by the Contractor/Supplier/Consultant in clause 2 hereof and subject to clause 5 hereof, the DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION undertakes during the Relevant Period: -

- a) to invite the Contractor/Supplier/Consultant to submit a Proposal for the Contract and to make available to the Contractor/Supplier/Consultant any Information, including Material Information that the DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION may consider necessary to enable the Contractor/Supplier/Consultant to prepare and submit the Proposal and to perform the Contract if awarded to the Contractor/Supplier/Consultant ;
- b) not to disclose any Material Information disclosed by or obtained from the Contractor/Supplier/Consultant except as permitted so to do by the Contract;
- c) not to cause or permit any third party to contravene or prejudice the requirements of this clause.

Exceptions

4. Clauses 2 and 3(b) and 3(c) shall not apply to any Material Information that is: -

- i. Excepted Information or disclosed or used with the prior consent in writing of the other party.
- ii. Ordered or required to be disclosed by any applicable law or competent judicial, governmental or other authority or in accordance with the requirements of any stock exchange. Provided always that if such an order or requirement arises the party proposing to disclose shall give to the other party prompt written notice thereof.

5. Notwithstanding clause 2, hereof, the Contractor/Supplier/Consultant may disclose any Material Information disclosed by or obtained from the DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION to any of its Agents for a purpose or purposes for which the Contractor/Supplier/Consultant is entitled to use the same, provided that the Contractor/Supplier/Consultant undertakes during the Relevant Period: -
- i. to ensure that all persons to whom Material Information is or may be disclosed are aware of the terms of this Agreement and will comply with the obligations of the Contractor/Supplier/Consultant as if party themselves to the Agreement; and
 - ii. if so requested by the DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION by notice in writing, before making any or any further disclosure, procure the execution by any person or persons identified in the notice, of an agreement in writing (to be prepared by the DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION between the DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION and each such person containing substantially the same terms as those contained in this Agreement.

Return or Destruction of Confidential Information

6. If during the Relevant Period the Contractor/Supplier/Consultant receives from the DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION or any of its Agents, Material Information in any tangible form and either then or subsequently: -
- a) submits an unsuccessful Proposal, or fails or is not invited to submit a Proposal, for the Contract; or
 - b) the Contract in connection with which the Material Information has been supplied to the Contractor/Supplier/Consultant is not proceeded with; or
 - c) the Contract, if awarded to the Contractor/Supplier/Consultant, is substantially completed or terminated early or abandoned; or
 - d) for any other reason the Contractor/Supplier/Consultant does not or is unlikely to have any further need of the Material Information

Then the Contractor/Supplier/Consultant undertakes, if the DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION requests by notice in writing, to return forthwith the Material Information to the DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION and/or its Agent and/or to destroy or procure the destruction of the Material Information, including any copies thereof or any part or parts thereof, which may be in the possession of the Contractor/Supplier/Consultant or any of its Agents and to certify in writing to the DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION that any destruction requested has been carried out, provided that:-

- i. The Contractor/Supplier/Consultant shall not be obliged to return or destroy or procure the destruction of any Material Information which is properly and necessarily held by the Contractor/Supplier/Consultant as formal documentation;

- ii. The Contractor/Supplier/Consultant shall not be obliged to return or destroy or procure the destruction of any Material Information, which the Contractor/Supplier/Consultant may otherwise reasonably require to retain for purposes of its own essential records in connection with the Contract or the performance of any of its obligations thereunder still outstanding, or as evidence of the terms thereof in the event of any dispute, difference or doubt;
 - iii. Where, pursuant to proviso (i) above, the Contractor/Supplier/Consultant does not return or destroy or procure the destruction of the Material Information, the Contractor/Supplier/Consultant undertakes without delay to send to the DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION a statement in writing giving particulars of:
 - a) the Material Information concerned;
 - b) the reasons why the Contractor/Supplier/Consultant considers it to be formal documentation;
 - c) the Contractor/Supplier/Consultant's reasons for not returning or destroying the same or procuring the destruction thereof.
 - iv. The Contractor/Supplier/Consultant also undertakes to supply any further particulars and/or take any steps for the continued security thereof during the remainder of the Relevant Period which the may reasonably require.
7. Without prejudice to clause 6 above, if any Material Information whose return or destruction is requested is in the possession of any of the Contractor/Supplier/Consultant's Agents, the Contractor/Supplier/Consultant undertakes to do everything in its power to procure any action on the part of its Agents to enable the Contractor/Supplier/Consultant to comply with its obligations.

Maintenance of regular exchange of information

8. This Agreement shall not be construed as restricting any normal and/or regular interchange of information between the parties and/or their Agents which may be necessary in connection with the Contract.

Security Measures

9. Each party shall be fully and solely responsible for instituting, maintaining, implementing and enforcing all security or other measures to comply with its obligations under this Agreement. Each party undertakes to use its best endeavours to introduce, implement and enforce any specific security measures or any change in its existing security measures, which may be requested in writing by the other party, which are considered reasonable and practicable and likely to assist or improve the performance of its obligations.

Governing Law

10. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Trinidad and Tobago and in the event of any dispute relating thereto the parties hereto submit to the exclusive jurisdiction of the High Court in the Republic of Trinidad and Tobago.

IN WITNESS whereof the **DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION** and the Contractor/Supplier/Consultant have caused this Agreement to be signed for and on their behalf by the signatories hereto who have been duly authorised so to do by the **DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION** and the Contractor/Supplier/Consultant respectively.

For and on behalf of
**THE DIVISION OF HEALTH, WELLNESS
AND SOCIAL PROTECTION**

Signature.....	Witness Signature.....
Name.....	Name.....
Title.....	Title.....
Date.....	

For and on behalf of CONTRACTOR/SUPPLIER/CONSULTANT [Name]

Signature.....	Witness Signature.....
Name.....	Name.....
Title.....	Title.....

Appendix

SUBMISSION DOCUMENTS

TENDER ACKNOWLEDGEMENT FORM

TO: **Manager, Public Procurement, DHWSP.**

TENDER: **Proposed Works to the Castara Public Cemetery**
DHWSP 2023/24-003

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

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

or

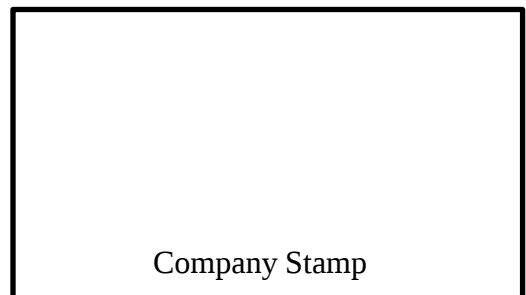
☐ (No) We _____ have received
(Company Name)

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



Note: To be completed and emailed to the **Procurement Unit** at procurement.dhwsp@gov.tt by **Monday 9th September, 2024 by 2:00 pm.**

STATEMENT OF TRUTH

I declare that to the best of my knowledge that all of the documents submitted are correct. I understand that the information will be used in the selection and award process to assess my organisation’s suitability to be selected for this tender. I also acknowledge that the THA’s authorised 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.....20.....

.....

Authorized Representative



Company Stamp

For and on behalf of

.....

.....

.....

STATUTORY DECLARATION – A (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 any signed contracts/letters of award of purchase orders that has been submitted pursuant to **this tender** is a true representation of works the Tenderer have undertaken for the Company and that the Tenderer was not terminated for any reason related to and or ancillary to material non – performance.

- Declared at)
this day)
of 20.....)

COMMISSIONER OF AFFIDAVITS

STATUTORY DECLARATION – B (PERSONAL)

REPUBLIC OF TRINIDAD AND TOBAGO

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

I, _____
(Name of person)
_____ of
(Occupation)

(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 that has been submitted pursuant to **this tender** is a true representation of works the Tenderer has undertaken for me and that he was not terminated for any reason related to and or ancillary to material non – performance.
3. I have had my Attorney-at-Law explained to me and I fully understand the consequences, ramifications and implications of the aforesaid declaration.
4. I have deposed this declaration of my own free will, voluntarily and as a free and independent person without any threats, intimidation, promises and or inducement

from anyone and after receiving legal advice and I hereby declare that I am mentally sound and in full control of my mental capacity, mind and body.

5. I, make this declaration conscientiously believing the same to be true and according to the Statutory Declarations Act, and I am aware that if there is any statement in this declaration which is false in fact, which I know or believe to be false or do not believe to be true, I am liable to fine and imprisonment

Declared at)
this day)
of 20....)

Before me,

COMMISSIONER OF AFFIDAVITS

REFERENCE REPORT

Name of Entity: Address:		Contact Person: 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:	

KEY – **E:** *Excellent* **S:** *Satisfactory* **U:** *Unsatisfactory* **N:** *N/A* **I:** *Insufficient info to rate*

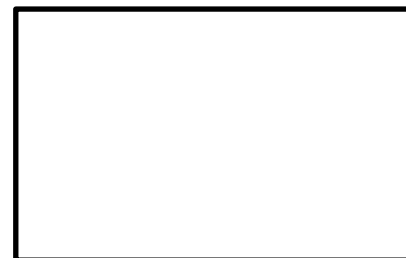
Description	Performance Rating					Comments (attach as necessary)
	E	S	U	N	I	
Work performed in compliance with contract terms and specs						
Materials, supplies and equipment provided as required						
Staff availability						
Timeliness of work						
Staff professionalism						
Customer Service						
Quality of Work						
Communication and Accessibility						
Prompt and effective correction of situations						
Proper documentation and records						
Would you recommend using this Firm again	Yes		No			[Explain]

OVERALL PERFORMANCE - ☐ **Excellent** ☐ **Satisfactory** ☐ **Unsatisfactory**

Dated this day of 20.....

.....
NAME (PRINT)
Authorized Representative of Client

.....
(Signature)



COMPANY STAMP

[illegible]

FORM OF TENDER

TO: Administrator, Division of Health Wellness and Social Protection

TENDER: Proposed Works to the Castara Public Cemetery
DHWSP 2023/24-003

Having examined the Tender Document issued by the DHWSP and having also visited the sites, we do hereby, offer to execute and complete the whole of the said works described and referred to therein for the sums herein proposed:

.....
..... (TT\$)
PLUS VALUE ADDED TAX
..... (TT\$.....)
.....
..... (TT\$)
TOTAL

This Tender is submitted without collusion with any other Bidder, and we undertake to complete and deliver the whole of the works comprised in the Contract.

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

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

.....
Signature

In the capacity of

Duly authorized to sign Tender for and on behalf of

.....
.....

Company Stamp

DOCUMENT SUBMISSION CHECKLIST

Proponents are to place a tick in the checkbox for each item that is included in the proposal.

DESCRIPTION	PROVIDED (✓ / X)
1. Cover Page/Letter/Table of Contents	
2. Form of Tender	
3. Statement of Truth	
4. Certificate of Incorporation	
5. Business Registration	
6. Notice of Incorporation	
7. Notice of Directors	
8. Valid VAT Compliance Certificate	
9. Valid NIS Compliance Certificate	
10. Valid Income Tax Clearance Certificate/BIR	
11. Evidence of Domicile (Business Address) in Tobago	
12. Reference Report	
13. Signed Contract	
14. Statutory Declaration	
15. Letter from Financial Institution	
16. Methodology	
17. Bill of Quantities	