



DIVISION OF TOURISM, CULTURE, ANTIQUITIES AND TRANSPORTATION,  
12 SANGSTER'S HILL, SCARBOROUGH, TOBAGO.  
PROCUREMENT DEPARTMENT  
[JanellePatrice.Alexander@gov.tt](mailto:JanellePatrice.Alexander@gov.tt)

INVITATION TO TENDER FOR THE ROOF UPGRADE TO THE ICONS MUSEUM & MINOR UPGRADE TO  
THE HERITAGE MUSEUM AT FORT KING GEORGE HERITAGE PARK

ITT\_DOTCAT\_002\_FY2024-2025

ACKNOWLEDGEMENT DEADLINE	Tuesday 1 <sup>st</sup> July 2025	12:00 pm
SITE VISIT	Thursday 3 <sup>rd</sup> July 2025	10:30 am
QUERY DEADLINE	Wednesday 9 <sup>th</sup> July 2025	2:00 pm
SUBMISSION DEADLINE	Wednesday 16 <sup>th</sup> July 2025	1:30 pm
OPENING via Zoom	Wednesday 16 <sup>th</sup> July 2025	1:45 pm

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25<sup>th</sup> June 2025

Attention: All Invitees

Dear Sirs,

RE: Invitation to Tender (ITT) – Provision of *Roof Upgrade to the Icons Museum & Minor Upgrade to the Heritage Museum at Fort King George Heritage Park.*

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You are hereby invited to submit a tender for *a Roof Upgrade to the Icons Museum & Minor Upgrade to the Heritage Museum at Fort King George Heritage Park.* Bids are to remain valid for a period of *ninety (90) working days* from the deadline for submission of bids. The provision of the goods, works, services or non-consulting services shall be governed by *the terms and conditions of the draft contract.*

Proponents are to make their submissions in accordance with the instructions given below. Non-compliant submissions will not be considered.

#### 1. DOCUMENTS INCLUDED WITH THIS ITT

The following documents are included with this ITT and must be carefully reviewed to enable Proponents to gain a sound understanding of the requirements.

- 1) *Appendix I: Scope of Works*
- 2) *Appendix II: Forms 1-10 (Templates)*
- 3) *Appendix III: Sample Form of Agreement / Terms and Conditions of Contract*
- 4) *Appendix IV: Ethical Code of Conduct for Suppliers and contractors*
- 5) *Appendix V: Acknowledgement Form*

#### 2. SITE VISIT:

Proponents are advised that *the Division of Tourism, Culture, Antiquities and Transportation (DOTCAT)* will coordinate a **MANDATORY** site visit at the **FORT KING GEORGE HERITAGE PARK ICONS MUSEUM AND HERITAGE MUSEUM** located in Scarborough, Tobago. This site visit is scheduled for *Thursday 3<sup>rd</sup> July 2025 at 10:30 am.*

#### 3. SUBMISSION INSTRUCTIONS

Proponents are asked to read **ALL** instructions carefully before submitting documents.

#### 4. ACKNOWLEDGEMENT

Interested parties must indicate by email: [JanellePatrice.Alexander@gov.tt](mailto:JanellePatrice.Alexander@gov.tt) that they have received the ITT document and intend to bid by **completing the acknowledgement form (Appendix V)** and **submitting it to the above email address** not later than **Tuesday July 1<sup>st</sup> 2025 by 12:00 pm.**

5. DEADLINE FOR SUBMISSION:

One (1) Original Quotation, five (5) hard copies and one (1) soft copy (via flash drive) must be included in one (1) sealed envelope, appropriately labelled according to instructions and deposited in the assigned box to:

THE ADMINISTRATOR

DIVISION OF TOURISM, CULTURE, ANTIQUITIES AND TRANSPORTATION

ITT\_DOTCAT\_002\_FY2024-2025

ROOF UPGRADE TO THE ICONS MUSEUM & MINOR UPGRADE TO THE HERITAGE MUSEUM

AT FORT KING GEORGE HERITAGE PARK

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

12 Sangster's Hill

Scarborough, Tobago.

on or before Wednesday 16<sup>th</sup> July 2025 no later 1:30 pm. The Opening of Submissions will be shortly thereafter on Wednesday 16<sup>th</sup> July 2025 at 1:45 pm via Zoom. A link will only be sent to Proponents who are listed on the Site Visit Register.

The envelope must not be more than two (2) inches thick. Two envelopes can be submitted if the single envelope exceeds the maximum thickness. **Original documents MUST be labelled ORIGINAL, and the copies MUST be labelled COPY.**

Late submissions will not be accepted.

6. DOCUMENTS TO ACCOMPANY SUBMISSIONS: (MANDATORY)

Proponents are advised that submissions **MUST** include the following:

- **Cover Page** outlining the name of the Proponent, the sum in words (VAT to be written separately), the time proposed (duration of the project), the warranty proposed (where applicable), date, **Name**, Job Title and **Signature** of the person making the submission on behalf of the Proponent
- **Table of Contents with page numbers listed**
- Brief Company Profile
- **Evidence of Domicile in Tobago** (living or business address from one of the following: WASA/T&TEC/TSTT/Digicel/BMobiMobile/Letter from Landlord).
- Certificate of Incorporation and (where applicable continuance) pursuant to the Companies Act 1995, as amended
- Certificate of Registration (if applicable)

- Copy of Income Tax and Value Added Tax Clearance, valid as at the deadline date for submission of proposals, or a letter of exemption from the Board of Inland Revenue
- Copy of National Insurance Scheme Compliance Certificate, valid as at the deadline date for submission of proposals, or a letter of exemption from the National Insurance Board
- Workmen's Compensation/Public Liability Insurance certificate (as applicable)
- Form 1: Form of Submission
- Form 2: Price Schedule (Bill of Quantities)
- Form 3: Work Experience
- Form 4: Description of the Methodology and Work Plan for Performing the Assignment
- Form 5: Sample Banker's Letter
- Form 6: Format of Curriculum Vitae (CV) for Proposed Key Professional to be assigned to the Project (Please complete as required. Do not complete with "See Attached Resume")
- Qualification (academic, technical, training) certificates of proposed key staff
- Form 7: Team Composition and Task Assignments
- Form 8: Proposed Project Plan/Time Schedule for completing the assignment of each project (Gantt Chart preferred).
- Form 9: Proponent's Declaration Form
- Form 10: Health & Safety Policy
- **Supplier Number (must be included on your submission documents)**
- Ethical Code of Conduct for Suppliers and Contractors Declaration & Commitment Form

**Reminder:** All information must be bound in the form of a booklet and **MUST** include a Cover Page and Table of Contents with page numbers listed.

**Failure to comply with the above may result in your submission not being further considered.**

## 7. EVALUATION OF SUBMISSIONS

Each quotation received will be evaluated on the basis of the predetermined criteria, sub-criteria and scoring system in the table below:

No.	Technical Criteria	Max Score	Min Score
1.	Proponent's Experience a) Firm's experience in works of a similar nature to the scope of this RFQ in the form of three (3) contracts/letters of award/within the last seven (7) years (15 pts). Scope of works must be submitted within contracts/letter of award.	15	50%

2.	Methodology a) Methodological approach to the assignment (5pts) b) Effectiveness of work plan (risk assessment, planning, implementation, handover etc.) (20pts) c) Proposed project milestones and timelines (5pts)	30	50%
3.	Qualifications and experience of the key personnel to be assigned to the contract a) Proponent is required to submit the names and copies of qualifications of key personnel (10 pts) b) Identify the Team Leader (5 pts) c) State roles and responsibilities of each person (10 pts)	25	50%
4.	Health & Safety Policy a) Proponents are required to show a safety policy relevant to this project (5 pts) b) Identify a Safety Officer for this project (5 pts) c) Safety Policy should comply with the OSH Act 2004, as amended (5 pts)	15	50%
5.	Financial Capacity of the Proponent	5	50%
6.	Client References (from two Clients)	10	50%
	<b>Total</b>	<b>100</b>	<b>75%</b>

A Proponent is required to score a minimum of 50% in each criterion and a minimum of 75% overall of the total maximum points attainable in order to have its quotations evaluated, and be considered for an award of contract.

#### 8. COMMUNICATIONS:

All queries must be submitted in writing to the *Manager, Public Procurement* at ([JanellePatrice.Alexander@gov.tt](mailto:JanellePatrice.Alexander@gov.tt)) on or before **Wednesday 9<sup>th</sup> July 2025 no later than 2:00 pm**. All responses to queries will be provided to all Proponents via the email addresses provided.

#### 9. DISCLAIMERS:

- (i) Proposals **MUST** be put in the order in which they were requested, and **bound**. Disorganized and faded documents will **NOT** be accepted.
- (ii) **DOTCAT** may cancel this ITT at any time and for any reason, by Addendum or Notice issued to Proponents. **DOTCAT** assumes no liability for any loss, damage, cost or expense incurred or suffered by any Proponent as a result of cancellation.

- (iii) In considering any quotations received in response to this ITT, **DOTCAT** reserves the absolute and unfettered discretion to:
- Reject any quotation that fails to comply with the requirements set out in this ITT;
  - Determine whether any quotation or quotations satisfactorily meet the selection criteria set out in this ITT;
  - Require clarification from any one or more of the Proponents in respect of quotations submitted. Such request for clarification and the corresponding response shall be made by written communication and will be treated as part of the Proponent's Quotation;
  - Communicate with, meet with or negotiate with any one or more of the Proponents respecting their quotations; and
  - Reject any or all quotations for failure to accord with the selection criteria set out herein or otherwise.
- (iv) Each Proponent is solely responsible for the risk and cost of preparing and submitting its response to this ITT and any negotiations relating thereto. Neither **DOTCAT** nor its officials, employees or consultants are liable for the cost of doing so or are obliged to remunerate or reimburse any Proponent for these costs.
- (v) **DOTCAT** does not bind itself to accept the lowest or any other Proposal, nor to reimburse Proponents for any expenses incurred in preparing their Proposals.

#### 10. NO CONTRACTUAL OBLIGATIONS

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

#### 11. LATE SUBMISSIONS

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

#### 12. NO CLAIM FOR COMPENSATION

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

#### 13. CONFLICT OF INTEREST



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

**14. GOVERNING LAW**

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

## APPENDIX I SCOPE OF WORKS

### ROOF UPGRADE TO THE ICONS MUSEUM & MINOR UPGRADE TO THE HERITAGE MUSEUM AT FORT KING GEORGE, HERITAGE PARK, TOBAGO Duration: 49 Days

#### 1.0 BACKGROUND

The Division of Tourism, Antiquities, Culture and Transportation (DOTCAT) will undertake renovation works at the Icons and Heritage Museums, located at the historic Fort King George Heritage Park in the scenic northern hills of Scarborough, Tobago.

This heritage site houses two significant museums:

- **The Icons Museum**, which honors the extraordinary contributions of two of Tobago's cultural legends—Calypso Rose and The Mighty Shadow.
- **The Heritage Museum**, which showcases a rich collection of ancestral artefacts, military relics, seashells, and historical documents from the early Amerindian and Colonial eras.

These renovation efforts are a critical step toward preserving the structural integrity and historical value of the buildings. The project aims to restore safety, functionality, and durability, while also enhancing the overall aesthetic experience for both local and international visitors who frequent the site.

Comprehensive details of the proposed upgrades are outlined in the following Scope of Works.

#### 2.0 SCOPE OF SERVICES

The objective of this proposal is to confirm that your company can, perform the work as detailed in the bill of quantities within the verified time frame. **Your company will be required to submit the following as part of your proposal:**

- a. Provide a detailed work breakdown structure of all the work to be performed.
- b. Highlight all work to be conducted by a sub-contractor.
- c. Supply a Gantt chart that will assist in planning and scheduling of the project.
- d. A safety plan to ensure that safe working practices are adhered to throughout the project.

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

### **3.0 PRELIMINARIES:**

- The contractor shall provide safety, security and environmental protection e.g. safety signs, setting out of the works, cleanup and other protective barriers.
- Ensure the work areas are cordoned off with hard barriers and the proper signage is affixed to prevent the public from entering the work space and being endangered during the construction process.
- Scaffolding, tarpaulins, tools and equipment, water and electricity required for the works; shall be included as the items set out in the BOQ.

### **4.0 SITE VISITS, ACCESS, RESTRICTIONS AND SAFETY:**

- The contractor is deemed to have visited the site during the organized site visit, and no additional claim shall be entertained for not having attended such, and after the project has been awarded except for unforeseen works and new works that does not form part of the BOQ.
- The site shall be used for temporary works, and parking in agreed areas.
- The site shall be barricaded and the appropriate signage installed to restrict the public and beach goers from access to the site.
- Comply with any restrictions on site area, access or working times advised by Site Engineer.
- Ensure no damage is incurred to the existing facility and the areas that were previously repaired. Any damage caused during renovation works shall be repaired by the Contractor's own his own expense.
- All material supplied for the repairs shall be new.
- The equipment supplied shall be first quality, and in proper working order.
- All work performed shall be under the supervision of qualified, trained, and competent personnel and jointly inspected by the Division's supervisory representative.
- The Contractor is expected to immediately remedy any identified deficiencies in workmanship at own cost as well as, replace all material, equipment, fittings, etc. damaged as a result of ongoing works.
- Inspections shall be documented on the relevant punch lists and sign off sheets during and after the scheduled works and must reflect the proper level of workmanship as per Industry and the Division's Quality Standards.

### **5.0 DEMOLITION & REPAIR:**

- After the scaffolding has been erected to facilitate the repairs around the damaged roof area of the Icons Museum, carefully remove the damaged pieces of plywood, shingles, and water- damaged ceiling material and transport to an approved location off-site.
- Remove rotted **2 inches' x 6 inches'** joist supports of the timber platform and damaged floor boards at the outside deck of the Icons Museum.
- Temporarily remove/ replace surrounding railing of balustrade in preparation for repair work.
- Remove threads and strings to two (2) No. risers at steps leading to the deck for re-use after repair work.
- Remove one (1) No. timber door, **7feet- 4inches x 26 inches** on the North side of the Heritage Museum.
- Temporarily remove metal balustrade in preparation for repairs and replace rotted woodwork.
- Remove/replace rusted anchors of the metal railing and clear hedges in direct contact with repair works at the Heritage Museum.
- Remove and replace damaged fixture for overhead light and repair other fixtures above the porch at the entrance of the Heritage Museum.
- Remove and Replace signage and metal framing at the Heritage Museum.

#### **6.0 CARPENTRY & JOINERY**

- Fabricate and install **5/8 inches thick grooved plywood** to replace damaged roof from ridge to fascia boards at the Icons Museum.
- Install bitumen shingles and felt on plywood to match existing color on roof of Icons Museum.
- Fabricate and install cedar cabinet door jambs; dimension **2 ½inches x 7feet** to five (5) No. cabinets at the Icons Museum.
- Reconstruct two (2) No. risers in a cut string and platform **48inches x 44inches** of two (2) No. RPP and reinstall railing; including application of paint at Icons Museum.
- Replace and Install one (1) No. teak door **7feet-4inches x 26inches** on the North side of the Heritage Museum.

#### **7.0 IRONMONGERY**

- All ironmongery shall be fixed with matching screws. The Contractor shall ensure before the woodwork is painted and that all handles be removed or taped, carefully stored and reinstalled after completion of painting and locks oiled and in working condition.
- Door references must be marked on approved labels before handing over to the Site Engineer on completion.

- Replace and install door lock in the Icons Studio.
- Supply and install magnetic connections, locks, and handles to the display cabinets in the Heritage Museum.

#### 8.0 ELECTRICAL:

- Install **three (3)** bracket lights and damaged fixtures for overhead lights in the porch at the entrance of the Heritage Museum.

#### 9.0 AIR CONDITIONING:

- Supply and Install air conditioning units in the Icons Museum; three (03) No. 36000 BTU Units and one (1) No. 12000 Unit.
- All units must be rust treated along with the cooling coils and condenser brackets.

#### 10.0 FABRICATION:

- Cut and remove rusted anchors on the metal railing and replace with a new anchor with holding down bolts.
- Fabric maintenance- Chip and grind metal balustrade on **all** areas around Heritage Museum and Icons Museum. Remove rust, solvent clean, and apply protective coating of red oxide and finish with weather guard paint.

#### 11.0 SURFACE CLEANING/ PREPARATION, PAINTING AND DECORATING:

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

- All painting shall consist of a protective weather guard Primer and two coats of UV- and weather- resistant, anti-fungal paint as per Manufacturer's Specification and the product approved by the Division.
- **Heritage Museum:** Sand and apply two (2) coats of golden, brown oil paint to railings on balustrade.
- Sand and apply two (2) coats of golden, brown oil paint to eight (8) No. shutters; dimension 6 feet- 2 inches' x 3 feet- 7 inches, twelve (12) No. 5 inches' x 6 inches' mullions, fourteen (14) No. 6 feet x 3 feet wooden louvers, and all window ledges on the South East and Eastern sides of the building.
- Sand and apply **two (2) coats** of golden, brown oil paint to the timber door.
- **Icons Museum:** Sand and apply **two (2) coats** of golden, brown oil paint to railings and balustrade.
- Sand and apply **two (2) coats** of golden, brown paint to **eleven (11)** shutters; dimensions **6 feet x 3 feet**.
- Sand and apply **one (1) coat** of Primer and **two (2) coats** of gloss paint to **two (2) timber**, wooden frame and window; dimensions **4 feet x 6feet**.
- To clean walls on Eastern side of the decking of bat droppings, prime areas, and apply **two (2) coats** of emulsion paint to walls.
- Clean, sand, and varnish timber floors of patio; dimensions **26 feet x 25 feet**.

#### 12.0 INSPECTION TESTING:

- The Site Engineer shall be given the opportunity to inspect all works in progress whether at workshops or on site. All timber, rebar, and concrete upon arrival to site shall be inspected before they are utilized for construction
- The Contractor shall provide competent and qualified personnel to meet and perform the inspections as per Standards and Specifications of the Division. The competent person shall be capable of conducting inspections and reporting results in a timely manner and in accordance with the schedule. Joint inspections will be scheduled during the construction activities.

#### 13.0 SITE CLEANING AND CLEARANCE:

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

## BILL OF QUANTITY (BOQ)

**ROOF UPGRADE TO THE ICONS MUSEUM & MINOR UPGRADE TO THE HERITAGE MUSEUM  
AT FORT KING GEORGE, HERITAGE PARK,  
TOBAGO  
Duration: 49 Days**

### PREAMBLE TO BILL OF QUANTITIES

The Bill of Quantities is not and does not purport to be either exhaustive or explanatory of all the obligations and duties of the Contractor who shall be deemed to have satisfied himself as to the correctness and sufficiency of the rates and prices entered by him in the Bill of Quantities all of which shall cover all his obligations under the Contract (including those in respect of the supply of goods, materials, plant or services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the Works and the remedying of any defects therein and which may reasonably be inferred to be necessary for the Works as described in the Contract whether expressly mentioned therein or not. Rates shall be deemed to include (but not necessary be limited to):

1. Labor for fixing and all associated cost
  2. Materials and goods and all associated cost
  3. Equipment and tools and all associated goods
  4. Overheads and profits.
- All quantities will be measured net as fixed in position. The contractor must allow in his rates for waste, and trade or any allowances.
  - The description contained in the bill of quantities have been drafted in order to provide information of the quantities of work to enable bidders to be prepared efficiently and accurately and to provide use for the valuation of work executed.
  - The unit of measurement used is Imperial.

### Abbreviations used:

PS – Provision Sum	SQFT – Square feet
Nr – Number	BOQ – Bill of Quantity
LF – Linear foot	PKS- Packs

Qty- Quantity

ITEM	DESCRIPTION OF WORKS	QTY.	UNIT	RATE	COST
	<u>PRELIMINARIES/GENERAL CONDITIONS</u>				
	<i>PROJECT PARTICULARS</i>				
1.0	<b>Name:</b> Roof Upgrade to the Icon's Museum and Minor Upgrade to the Heritage Museum <b>Nature:</b> To improve the facility to make it more functional, comfortable, and efficient for International Tourists and Local Visitors. <b>Location:</b> Fort King George, Tobago.				
1.1	<b>Name of Client:</b> Division of Tourism, Culture, Antiquities, and Transportation <b>Address:</b> #12 Sanker Building, Sangster's Hill, Scarborough, Tobago				
2.0	<u>Preliminaries</u>				
2.1	To rent scaffolding and transport to site and return upon completion		Item		
2.2	To clean around the Icons Building and remove all vegetation attached to the building		Sum		
2.3	To clear all debris from around the site and dispose off-site to an authorized location		Item		
	Sub-Total				
3.0	<u>Demolition &amp; Repair</u>				



3.1	To remove water- damaged plywood ceiling of patio at Icons Museum	192	Sf		
ITEM	DESCRIPTION OF WORKS	QTY.	UNIT	RATE	COST
3.2	To remove rotting <b>2 feet x 6 feet</b> joist support to external timber platform and flooring to deck <b>4 feet x 4 feet.</b>	16	SF		
3.3	To remove railing to platform and put aside for re-use.	12	LF		
3.4	To remove threads and string to two (2) risers and put aside for re-use		Sum		
3.5	To remove noticeable, decaying timber door on Northern side of Heritage Museum <b>7 feet-4 inches x 26 inches.</b>	01	Nr.		
	<b>Sub-Total</b>				
4.0	<b><u>Carpentry &amp; Joinery</u></b>				
	<b>Roof</b>				
4.1	To fabricate and erect <b>5/8 inches</b> thick, grooved plywood to replace the damaged sheets from ridge to fascia.	192	SF		
4.2	To erect bitumen shingles on roof; laid on felt to match the existing colour	06	Pks.		
4.3	To fabricate and erect door of teak material <b>7 feet-4 inches x 26 inches</b>	01	Nr.		
4.4	To fabricate and erect cedar door jambs ( <b>2 ½ inches W x 7 feet H</b> ) to five (5) cabinets.	35	LF.		
	<b>Wooden Step</b>				
4.5	To reconstruct two (2) timber risers in a cut string and platform <b>48 inches x 44</b>		Sum		

	inches of 2 inches RPP and re- install railing including application to paint				
	<b>Sub-Total</b>				
<b>5.0</b>	<b><u>Ironmongery</u></b>				
<b>5.1</b>	To supply magnetic catches, locks, and handles to display cabinets	10	Nr.		
<b>5.2</b>	To replace door lock in the Icons Studio	01	Nr.		
	<b>Sub-Total</b>				
<b>6.0</b>	<b><u>Electrical Works</u></b>				
<b>6.1</b>	To install three (3) bracket lights on the walls of the Eastern side of the porch and two (2) overhead lights to act as a deterrent for bats.	05	Nr.		
	<b>Sub-Total</b>				
<b>ITEM</b>	<b>DESCRIPTION OF WORKS</b>	<b>QTY.</b>	<b>UNIT</b>	<b>RATE</b>	<b>COST</b>
<b>7.0</b>	<b><u>Fabrication</u></b>				
<b>7.1</b>	To cut off the rotting anchors to the metal railing and attach a new anchor with holding down bolts	03	Nr.		
<b>7.2</b>	To chip and grind off metal balustrade to the North and remove rust, solvent clean with wounder, and do undercoat with red oxide finish with weather guard paint	26	LF.		
<b>7.3</b>	Ditto to railing on West and NW on the platform	32	LF		
	<b>Fabrication External</b>				
<b>7.4</b>	Railing on retaining wall; To cut off rotting 1 ¼ inches GI horizontal railing and replace same with new schedule 40 GI pipe.	160	LF		
<b>7.5</b>	To fabricate railing as extension to existing with 4 interior 1 ¼ inches GI schedule 40 pipe railings and one 4 inches GI newel post.	12	LF		

	<b>Punishment Cell</b>				
7.6	To demolish existing rotten railings and balustrades and dispose at an authorized dump.	40	LF		
7.7	To fabricate X shaped balustrades of ½ inch schedule 40 GI pipe and 1 ¼ inches GI pipe as newel posts and railings.	40	LF		
7.8	To remove existing gates and fabricate new gates 21 inches x 80 inches.	02	Nr		
7.9	To sand and paint railing using one coat etching primer one coat red oxide and two coats oil paint.	107	LF		
	<b>Sub-Total</b>				
8.0	<b><u>Painting &amp; Decorating</u></b>				
	<b>Heritage Museum</b>				
8.1	To sand and apply two (2) coats of golden, brown oil paint to railings on balustrade	58	LF.		
8.2	To sand and paint shutters on the SE and East of the Heritage Museum (6 feet- 2 inches' x 3feet-7inches) 8. Two (2) coats Golden Brown oil paint	176	SF.		
<b>ITEM</b>	<b>DESCRIPTION OF WORKS</b>	<b>QTY.</b>	<b>UNIT</b>	<b>RATE</b>	<b>COST</b>
8.3	To sand and paint wooden louvers (6 feet x 3 feet) 14	252	SF		
8.4	Ditto mullion (5 inches x 6 feet) 12	30	SF.		
8.5	Ditto to window ledge (5inches x 46 feet)	19	SF.		
8.6	To sand and paint timber door	64	SF.		
	<b>Icons Museum</b>				

8.7	To clean walls on Eastern side of the look out of bat droppings and prime areas.	408	SF.		
8.8	To apply two (2) coats of weather-guard emulsion paint on the walls	408	SF.		
8.9	To sand and apply two (2) coats of golden, brown oil paint to railings and balustrades	336	SF.		
8.10	To apply two (2) coats of golden, brown oil paint on window shutters (6 feet x 3 feet) 11	198	SF.		
8.11	To apply two (2) coats of gloss paint timber window frame and windows (4 feet x 6 feet) 2	48	SF		
8.12	To clean floor of the patio, sand and apply two (2) coats of varnish: 26 feet x 25 feet	650	SF.		
	<b>Sub-Total</b>				
9.0	<b><u>Air Conditioning</u></b>				
9.1	<i>To supply and install units for the ICONS Museum.</i> All units must be rust treated along with the cooling coils and condenser brackets.				
9.2	36000 BTU	03	Nr.		
9.4	12000 BTU	01	Nr.		
	<b>Sub-Total</b>				
<b>SUMMARY</b>					
ITEMS					TOTAL
2	PRELIMINARIES				
3	DEMOLITION				
4	CARPENTRY & JOINERY				



APPENDIX II  
FORM 1: SUBMISSION FORM

[Location, Date]

To: (Client Organisation)

Sirs:

We, the undersigned, offer to provide (*name of goods, works or service*) in accordance with your Request for Quotation dated [Date] and subsequent Addenda (*insert addenda numbers, if applicable*).

Our Quotation is in the sum of [*Amount in words and figures*]. This amount is exclusive of 12.5% Value Added Tax, which we have calculated as [*Amount(s) in words and figures*].

Our Quotation shall be binding upon us up to expiration of the (*insert number of days*) day validity period of the Quotation.

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

We remain,

Yours sincerely,

Authorised Signature:  
Name and Title of Signatory:  
Address:

## FORM 2: PRICE SCHEDULE

No.	Description	Unit of Measure	Quantity	Unit Cost (TT\$)	Extended Price (TT\$)
1.					
2.					
3.					
4.					
5.					
6.					
7.	Other(s)				
Subtotal					
VAT at 12.5%					
Total					

## FORM 3: PROPONENT'S WORK EXPERIENCE

**Relevant Services Carried Out in the Last Seven Years  
That Best Illustrate Qualifications**

Using the format below, provide information on assignments of similar nature and complexity completed by your firm/entity i.e. **three (3) contracts** for the provision of (Roof Upgrade to the Icons Museum) **over the past seven (7) years**. Proponents are advised that all fields must be completed.

<b>Contract of similar size and nature</b>	
<b>Contract Name</b>	
<b>Award Date</b>	<b>Completion Date</b>
<b>Total Contract Value</b>	
<b>Client information</b>	
<b>Client Name</b>	
<b>Client Address</b>	
<b>Contact Name (Client Representative)</b>	
<b>Telephone (Fixed and Mobile)</b>	
<b>Email</b>	
<b>Description of contract similarity</b>	
<ul style="list-style-type: none"> <li>- Description of services provided</li> <li>- Contract Duration</li> <li>- Number of professional and support staff assigned to the engagement</li> <li>- Proposed and actual start and end dates</li> <li>- Contract variance (amount and reasons)</li> </ul>	



FORM 4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

---

**FORM 5: SAMPLE BANKER'S REFERENCE LETTER**

Date:

PRIVATE AND CONFIDENTIAL

Name and address of the Procuring Entity

Dear Sirs:

(Name of company)

The following information is provided at the request of our above-named customer, in strict confidence, without guarantee, for your private use and without responsibility on the part of this bank or its officials.

The captioned company is involved in (indicate nature of business) and has been banking with us since (year). Credit facilities in the (low, medium or high) (four, five or six) figure bracket have been marked for this account and are being handled to our satisfaction.

We consider the company good for normal contracting transactions and do not think that they would enter into any obligations they could not fulfil.

We hope that the foregoing report is suitable for your purposes.

Yours faithfully

(Signature) \_\_\_\_\_

(Position) \_\_\_\_\_

**FORM 6 FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PERSONNEL**

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

\_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

\_\_\_\_\_

**Key Qualifications:**

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]*

\_\_\_\_\_

**Education:**

*[Summarise college/university and other specialised education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]*

\_\_\_\_\_

**Employment Record:**

*[Starting with present position, list in reverse order every employment held. List positions held by staff member, giving dates, names of employing organisations, titles of positions held, and locations of assignments. Be succinct.]*

---

**Languages:**

*[For each language (if applicable) indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]*

---

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_  
*[Signature of staff member and authorised representative of the firm]*      Date: \_\_\_\_\_  
Day/Month/Year

Full name of staff member: \_\_\_\_\_

Full name of authorised representative: \_\_\_\_\_

FORM 7: TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

# FORM 8: PROPOSED PROJECT PLAN / TIME SCHEDULE FOR COMPLETING THE ASSIGNMENT

## A. Project Plan / Time Schedule

	<i>[1st, 2nd, etc. are days/weeks/months from the start of assignment.]</i>											
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
Activity (Work) etc.												

*Note: Provide a detailed listing of the tasks to be completed for the performance of the services, along with an estimated timeline for each task.*

## FORM 9: PROPONENT'S DECLARATION FORM

### A. LITIGATION

1. Have you ever been convicted of any criminal offence in any jurisdiction?  
☐ Yes ☐ No
2. Have any of the director(s) ever had a professional license suspended or revoked?  
☐ Yes ☐ No
3. Has your organisation ever been the subject of any petition for bankruptcy?  
☐ Yes ☐ No
4. Does your organisation have any judgments against you?  
☐ Yes ☐ No
5. Does your organisation have any pending civil litigation matters?  
☐ Yes ☐ No
6. Does your organisation have any pending criminal matters?  
☐ Yes ☐ No
7. Has your organisation, or any organisation over which you have had control ever been the subject of any inquiry or investigation?  
☐ Yes ☐ No

If you checked Yes to any of the above questions, kindly provide the key facts and decisions, including dates, relating to these matters on a separate page to be annexed to this document.

### B. STATUTORY COMPLIANCE

1. Is your organisation in compliance with the **OSH Act 2004** (as amended) in the form of OSH requirement applicable to your organisation? Kindly provide details of the compliance with the most recent supporting documents.  
☐ Yes ☐ No ☐ Not applicable

If no or not applicable is selected, please provide details:

---

2. Is your organisation in compliance with the **Minimum Wages Act, Chap 88:04** (as amended)?  
☐ Yes ☐ No ☐ Not applicable

If no or not applicable is selected, please provide details:

---

I/We..... make this declaration conscientiously believing the same to be true, and I/We am/are aware that if there is any statement in this declaration which is false in fact, which I/We know or believe to be false or do not believe to be true, I/We may be disqualified from the Tendering process or if awarded the Tender, the contract will be immediately terminated.

.....  
Declarant Name

.....  
Declarant Signature

.....  
Date

Position: .....

Company Seal:





**FORM 10: HEALTH & SAFETY POLICY**

Proponents are advised that the Health & Safety Policy should include the following elements related to the work required.

**Statement of Intent:**

**Scope of the Policy:**

**Roles and Responsibilities:**

**Risk Assessment:**

**Health and Safety Objectives:**

**Training and Education:**

**Incident Reporting and Investigation:**

**Emergency Procedures:**

**Safety Equipment and Resources:**

**Monitoring and Review:**

**Compliance with Legal Requirements:**

APPENDIX III  
SAMPLE CONTRACT

REPUBLIC OF TRINIDAD AND TOBAGO

AGREEMENT

Between

DIVISION OF TOURISM, CULTURE, ANTIQUITIES AND TRANSPORTATION

TOBAGO HOUSE OF ASSEMBLY

And

XXXXXXXXXXXXXXXXXXXX

For XXXXXXXXXXXXXXXXXXXXXXXX

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 Tourism, Culture, Antiquities and Transportation, 12 Sangster's Hill, Scarborough, Tobago, in the Island of Tobago (hereinafter called the "Client") of the ONE PART and XXXXXXXXX a company duly incorporated under the Companies Act. Chap. 81:01, Act No. 35 of 1995 as amended of XXXXXXXXXX (hereinafter called the "Contractor") of the OTHER PART.

**WHEREAS:**

- A. The Client is desirous of obtaining XXXXXXXXX at XXXXXXXXXXXX.
- B. The Contractor is engaged in the business of XXXXXXXXXXXX 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 Quotation for the project and having examined the Contractor's quotation and subject to the terms and conditions hereinafter contained is satisfied that they appear to meet its requirements.
- D. By letter of award dated XXXXXXXXXX the Client advised the Contractor that it had been awarded a contract to carry out the XXXXXXXXXXXX at XXXXXXXXX.

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 I 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 XXXXXXXXXX.

## **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 Clients 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. The mobilization fee shall be calculated as a percentage of the Contract Price excluding any provisional sums.
- iii. The remaining sixty 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.
- iv. 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.
- 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 dispatched as follows:

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

Division of Tourism, Culture, Antiquities and Transportation

12 Sangster's Hill

Scarborough,

Tobago

**Attn: Administrator**

Phone No.: (868) 639-2125/4636

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

XXXXXXXXXXXXXXXXXX

Attn: XXXXXXXX

Phone No.: XXXXXXXX

Email: XXXXXXXX

#### **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 I

(b) Form 1 (Submission Form) hereto attached as part of Appendix II

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:**

\_\_\_\_\_

XXXXXXXXXXXXX

Administrator

On behalf of the said **DIVISION OF TOURISM,  
CULTURE, ANTIQUITIES AND  
TRANSPORTATION  
TOBAGO HOUSE OF ASSEMBLY**

In the presence of: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

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

**AND SIGNED by:**

\_\_\_\_\_

XXXXXXXXXXXXX

A person duly authorized to sign  
on behalf of

XXXXXXXXXXXXX

In the presence of \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

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



APPENDIX IV



DIVISION OF TOURISM, CULTURE, ANTIQUITIES AND TRANSPORTATION,  
12 SANGSTER'S HILL, SCARBOROUGH, TOBAGO.

PROCUREMENT DEPARTMENT

[Procurement.tourism@visittobago.gov.tt](mailto:Procurement.tourism@visittobago.gov.tt)

ETHICAL CODE OF CONDUCT FOR SUPPLIERS AND CONTRACTORS

## 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 behavior 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 (1) (c) and Section 30 and 54 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. 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: Declaration and Commitment.

8. 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 [Regulation X].

9. In accordance with [Regulation X] 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

10. 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. Establishing the commission of an offence.

## OBLIGATIONS OF SUPPLIERS/ CONTRACTORS

### PROFESSIONALISM

11. A supplier/contractor shall maintain the highest standards of integrity and professionalism in their operations and when engaging in business with a public body.

12. 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

13. 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.

14. 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.

15. 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.

16. 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.

17. A supplier/contractor shall perform the obligations of the contracts efficiently and effectively and ensure that competent persons carry out its contractual obligations.

18. A supplier/ contractor shall accept full responsibility for all works, services or supplies provided to a procuring entity.

### GIFTS, FAVORS AND OTHER BENEFITS

In accordance with Section 59 of the Act: -

19. A supplier/contractor shall not solicit, offer, give, receive, grant, promise or represent to offer, a 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.

20. 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

21. A supplier shall report to the OPR and/or any other relevant agency any procurement practice which might be deemed improper.

22. 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

23. 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.

24. 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

25. 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.

26. 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.

27. 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

28. A supplier/contractor shall not engage in forced or compulsory labour in all its forms.

29. 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.

30. 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.

31. 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

32. A supplier/contractor shall provide a safe and healthy workplace setting and comply with the Occupational Safety and Health Act of Trinidad and Tobago.

33. A supplier/contractor shall adopt responsible measures to mitigate negative impacts that the workplace has on the environment.

34. 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 post-consumer 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.

35. A supplier/contractor shall utilize strategies to deliver the product or service that minimizes the emissions and discharges of pollutants and generation of waste.

36. A supplier/contractor shall obtain, maintain, and keep current all environmental permits, approvals, and registrations.

37. 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”<sup>1</sup> in products.



## DECLARATION AND COMMITMENT

The supplier/ contractor shall declare, at a minimum, the following but can be called upon to make additional declarations by the public body:

I ..... declare that I have read and fully understood the contents 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.

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.

Binding.

Name.....

Signature.....

Position.....

Office address.....

Telephone.....

Email.....

Name of the Public Body/ Company.....

Date..... (Public Body/Company Seal/ Rubber Stamp where applicable)

Witness Name .....

Signature.....

Date.....

APPENDIX V  
ACKNOWLEDGEMENT FORM

TO: Manager, Public Procurement

ITT: Roof Upgrade to the Icons Museum & Minor Upgrade to the Heritage Museum at  
Fort King George Heritage Park  
ITT\_DOTCAT\_002\_FY2024-2025

☐ (Yes) We \_\_\_\_\_ have received  
(Company Name)

the Request for Quotation and hereby confirm our intent to submit a quotation for the above captioned.

or

☐ (No) We \_\_\_\_\_ have received  
(Company Name)

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

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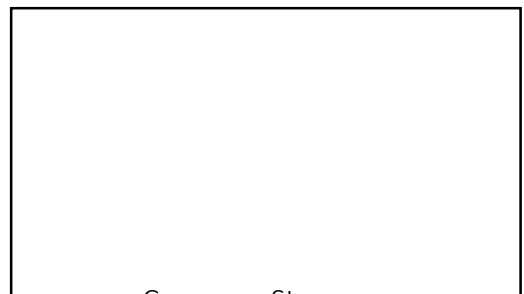
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Dated this..... day of.....20.....

.....  
Signature

In the capacity of .....



Company Stamp

Note: To be completed and emailed to the Manager, Public Procurement at  
[JanellePatrice.Alexander@gov.tt](mailto:JanellePatrice.Alexander@gov.tt) by Tuesday 1<sup>st</sup> July 2025 no later than 12:00 pm.