

RFP Ref#: MTCA/F 08B-2024

Request for Proposal Documents

RFP Name: THE PROVISION OF DESIGN-BUILD SERVICES FOR REPAIRS TO THE SEPTIC SYSTEM AT THE GALERA POINT LIGHTHOUSE FACILITY

RFP Date: 30TH AUGUST, 2024



Government of the Republic of Trinidad and Tobago
Ministry of Tourism, Culture and the Arts

REQUEST FOR PROPOSALS

RFP REF#: MTCA/F 08B-2024

RFP DATE: 30TH AUGUST, 2024

THE PROVISION OF DESIGN-BUILD SERVICES FOR REPAIRS TO THE SEPTIC SYSTEM AT THE GALERA POINT LIGHTHOUSE FACILITY

CLOSING DATE: 14TH OCTOBER, 2024 @ 10:00 A.M.

MINISTRY OF TOURISM, CULTURE AND THE ARTS

Levels 8 -10, Tower C, International Waterfront Complex
1A Wrightson Road, Port of Spain,
Trinidad and Tobago

PBX: 1(868) 612-8853 | Fax: 1(868) 624-6737

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RFP Name: THE PROVISION OF DESIGN-BUILD SERVICES FOR REPAIRS TO THE SEPTIC SYSTEM AT THE GALERA POINT LIGHTHOUSE FACILITY

RFP Date: 30TH AUGUST, 2024

SECTION A: LETTER OF INVITATION

Our ref: MTCA/F 08B-2024

30th August, 2024

Dear Sir/Madam,

Re: MTCA/F 08B-2024 – REQUEST FOR PROPOSALS FOR THE PROVISION OF DESIGN-BUILD SERVICES FOR REPAIRS TO THE SEPTIC SYSTEM AT THE GALERA POINT LIGHTHOUSE FACILITY

Reference is made to the captioned matter.

The **Ministry of Tourism, Culture and the Arts** hereby invites Proposals for the **Provision of Design-Build Services for Repairs to the Septic System at the Galera Point Lighthouse Facility**. The provision of the services will be governed by the terms and conditions of the draft Contract contained in Section D of the RFP documents.

A copy of the **Request for Proposal** (“RFP”) is attached to this Letter for your careful review and consideration in preparation for submission of your Proposal.

A. Acknowledgement of Invitation

Proponents are asked to email their acknowledgment of this RFP invitation using the *RFP Acknowledgement Form (Appendix I)* to mtca.pmfu@gov.tt by **12th September, 2024 at 1:00 p.m. (AST)**.

B. Mandatory Site Visit

A mandatory site visit is scheduled for **13th September, 2024 at 12:30 p.m. (AST)** at the **Galera Point Lighthouse Facility**. The names of all attendees to the session must be emailed to mtca.pmfu@gov.tt by **12th September, 2024 at 1:00 p.m. (AST)** for security clearance. Each proponent must provide two (2) company representatives, consisting of one (1) technical personnel and one (1) administrative personnel. Each proponent must produce (1) valid form of national identification at the site visit along with evidence of their employment with the company or authorization to represent the Proponent.

C. Submission of Proposal

One (1) original, two (2) hard copies and one (1) PDF copy on a flash drive, of the Technical Proposal and the Commercial Proposal must be placed into a **sealed envelope**, labelled in accordance with the Instructions to Proponents (Clause 15) of the RFP documents and delivered into the appropriately labelled Tender Box located at the address below, **no later than 14th October, 2024 at 10:00 a.m.**

The envelope should be addressed to:

THE PERMANENT SECRETARY
Ministry of Tourism, Culture and the Arts
Level 10, Tower C, International Waterfront Complex
1A Wrightson Road,
Port of Spain

A Proponent requiring clarification of the contents of these RFP Documents must notify the **Ministry of Tourism, Culture and the Arts** in writing by email to the following email address mtca.pmfu@gov.tt.

The Proponent's requests for clarifications must be titled "**QUERY – REQUEST FOR CLARIFICATION (MTCA/F 08B-2024)**". The request must be specific, must refer to the project title, specific section and clause and must be sequentially numbered and submitted via email to the following email address mtca.pmfu@gov.tt **no later than 30th September, 2024 at 1:00 p.m.**

The **Ministry of Tourism, Culture and the Arts** does not bind itself to accept the lowest cost or any proposal.

Yours respectfully,

Procurement Officer (Ag.)
/f/ Permanent Secretary
Ministry of Tourism, Culture and the Arts

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CHECKLIST OF DOCUMENTS TO ACCOMPANY THE PROPOSALS

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

- Title Page
- Table of Contents
- Letter of Transmittal
- Proof of Registration on OPR’s Depository and Codes for Lines of Business Registered
- Company Profile
- Form 1A: Technical Proposal Submission Form
- Form 2A: Proponent’s Work Experience
- Form 3A: Comments and Suggestions of Consultants on the Terms of Reference and on Data, Services, and Facilities to be Provided by the Client
- Form 4A: Description of the Methodology and Work Plan for Performing the Assignment
- Form 5A: Team Composition and Task Assignments
- Form 6A: Format of Curriculum Vitae (CV) for Proposed Key Professional to be Assigned to the Project
- Form 7A: Proposed Project Plan / Time Schedule
- Form 8A: Proponent’s Declaration Form
- Form 9A: Confidentiality Agreement
- Form 10A: Sample Banker’s Reference Letter
- Client Reference Form
- Qualification Certificates
- Certification of Incorporation / Continuance / Registration
- Return of Beneficial Interest Form
- Valid Income Tax Clearance Certificate

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- Valid Value Added Tax Clearance Certificate
- Valid National Insurance Board Compliance Certificate
- Audited Financial Statements for three (3) recent financial years (must be within the last five calendar years)
- OSH Documents
- Evidence of Insurance
- Form 1B: Commercial Proposal Submission Form
- Form 2B: Price Schedule
- Form 3B: Breakdown of Price Per Activity
- Form 4B: Breakdown of Remuneration Per Activity

SECTION B: INSTRUCTION TO PROPONENTS

1. INTRODUCTION

The Ministry of Tourism, Culture and the Arts is seeking to engage a suitably qualified Proponent with which it can enter into a contract for the **Provision of Design-Build Services for Repairs to the Septic System at the Galera Point Lighthouse Facility**.

Proponents are hereby invited to submit a **Technical Proposal and a Commercial Proposal in a sealed envelope**. The Proposals will form the basis for contract negotiations and ultimately for a signed contract.

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

All costs incurred by the Proponent associated with preparation of Responses and/or participation in this RFP are entirely the responsibility of the Proponent and shall not be chargeable in any manner to the Ministry of Tourism, Culture and the Arts.

2. PROPOSAL FORMAT

Proposals shall contain the following information and must be submitted in the following order:

- Title Page
- Table of Contents
- Letter of Transmittal
- Proof of Registration on OPR's Depository and Codes for Line(s) of Business Registered
- Checklist of Documents to Accompany the Proposals
- Mandatory Statutory Documents – Valid National Insurance Board Compliance Certificate, Income Tax Clearance Certificate, Value Added Tax Clearance Certificate, Workmen's Compensation Insurance, and Public Liability/All Risk Insurance
- Company Profile
- Technical Proposal Submission Form
- Qualifications of Key Personnel
- Proven Experience of the Firm
- Methodology

- Commercial Proposal Submission Form
- Financial Capability
- Price Schedule

3. PROPONENTS' REPRESENTATIVE

Proponents must advise the Ministry of Tourism, Culture and the Arts 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 RFP.

4. CONFLICT OF INTEREST

The Proponent shall not have a conflict of interest. The Proponent shall hold the Ministry of Tourism, Culture and the Arts interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. The 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 Ministry of Tourism, Culture and the Arts.

Any Proponent who is found to have a conflict of interest with one or more parties in this RFP process shall be disqualified. A Proponent may be considered to have a conflict of interest with one or more parties in this RFP 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 Proposals or the decision of the Ministry of Tourism, Culture and the Arts regarding this RFP process; or
- d) It submits more than one (1) application for this RFP 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 RFP process.

In particular, any effort by Proponents to influence the Ministry of Tourism, Culture and the Arts in the process of examination, clarification, evaluation and comparison of Proposals will result in the rejection of the respective Proponent's bid.

In addition, proposals may be rejected if:

- i. The Proponent fails to provide the relevant documents requested in this RFP 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 RFP.

5. 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 RFP or any such information as is described in this paragraph. The Proponent who submits a Proposal to the Ministry of Tourism, Culture and the Arts is deemed to have released the Ministry of Tourism, Culture and the Arts 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 RFP or any such information as is described in this paragraph.

A Proponent who submits a Proposal 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 RFP, and of the project, and to prepare and submit its Proposal.

6. CONFIDENTIALITY

All information supplied by the Ministry of Tourism, Culture and the Arts in connection with this Request for Proposal 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 Proposals.

All information supplied by Proponents in response to this Request for Proposal shall be treated as confidential by the Ministry of Tourism, Culture and the Arts unless disclosure is required by law.

7. MODIFICATION AND WITHDRAWAL OF BIDS

Proponents may modify or withdraw their Proposals after submission provided that the modification or notice of withdrawal is received in writing by the Ministry of Tourism, Culture and the Arts prior to the prescribed deadline for the submission of Proposals.

8. CHANGE TO PROPOSAL DOCUMENTS

Any clarification or change to these Proposal Documents, prior to the Closing date specified herein will be made only by written addenda issued by the Ministry of Tourism, Culture and the Arts to each potential Proponent collecting these Proposal documents as at the date the clarification or change was made.

The Ministry of Tourism, Culture and the Arts 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 Proposal Documents and each Proponent is required to acknowledge receipt of all addenda to the Ministry of Tourism, Culture and the Arts by email to mtca.pmfu@gov.tt.

9. CANCELLATION OF THE RFP PROCESS

The Ministry of Tourism, Culture and the Arts reserves the right to cancel the RFP 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 RFP, the Ministry of Tourism, Culture and the Arts does not bind itself to accept the lowest Proposal and further reserves the right to reject any and all parts of any and all Proposals. The Ministry of Tourism, Culture and the Arts reserves the right to reject any Proposal which is judged to be in violation of the spirit and intent **to Proponent of this RFP.**

11. EVALUATION OF PROPOSALS

Proposals received shall be subjected to a combination of pass/fail or yes/no and weighted evaluation criteria. Proponents will be required to demonstrate that they meet the minimum criteria outlined in the **evaluation criteria**, on a pass or fail basis.

The evaluation of Proposals will be conducted in the following stages:

A. PRELIMINARY EXAMINATION

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

The Public Procurement and Disposal of Public Property Act, No. 1 of 2015 took full effect as of Wednesday April 26th, 2023. As such, your company must be registered and listed on OPR's Procurement Depository. Your company must provide proof of registration and the submission of line of business/businesses your company is registered. If your company is not registered at the point of submission of the RFP the submission will be disqualified.

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

B. EVALUATION OF TECHNICAL SPECIFICATIONS

Each submission deemed substantially responsive during the preliminary examination stage and that meets the mandatory minimum criteria shall be subjected to a technical evaluation to ensure that the proposed **Design-Build Services** meet the requirements outlined in the RFP documents. The technical evaluation shall be conducted on a pass/fail basis.

C. QUALIFICATIONS EVALUATION CRITERIA

Proposals that are deemed successful following the evaluation of technical specifications stage will be evaluated against the following pre-determined evaluation criteria and scoring system.

Proponents are required to achieve a minimum score of 50% in the Technical Proposal Evaluation Criteria to be deemed technically qualified to be considered for the award of contract.

D. EVALUATION OF COMMERCIAL PROPOSALS

On completion of the Qualifications Evaluation, the Commercial Proposal of the Proponents that passed that stage of the Evaluation Process will be evaluated. The Commercial Proposal of all Proponents that passed the Qualifications Evaluation stage will be reviewed to ensure that all activities required in the scope of services were priced, and that there are no arithmetical errors in the Proponents' Commercial Proposals. In the event of discrepancies between words and figures, the written words will prevail. In the event of discrepancies between unit prices and total amounts, unit prices will prevail.

Proponents must achieve a minimum score of 70% overall in the combined scoring of both the Technical and Commercial Proposals to be considered for the award of the contract.

EVALUATION CRITERIA

The tender process will be conducted in a manner that ensures Tenders are evaluated fairly to ascertain the most economically advantageous tender. Tenders will be evaluated in accordance with the following criteria:

Table 1: Evaluation Criteria and Scoring System

No.	Qualification Criteria	Max Score	Min Score
Minimum Mandatory Criteria			
	<ul style="list-style-type: none"> • Valid Income Tax Clearance Certificate • Valid Value Added Tax Clearance Certificate • Valid National Insurance Board Compliance Certificate • Insurance – Workmen's Compensation • Insurance – Public Liability/All Risk 	Mandatory	
Technical Proposal			
1.	Presentation of Documents compiled in accordance with Proposal Format	2	50%
2.	Qualifications of Key Personnel <ul style="list-style-type: none"> • Organisational Structure (Form 5A) (4 pts) 	14	

No.	Qualification Criteria	Max Score	Min Score
	<ul style="list-style-type: none"> Suitability of qualifications of key personnel utilizing CVs (Form 6A) (5 pts) Demonstrated experience of key personnel with projects of a similar nature utilizing CV's (Form 6A) (5 pts) 		
3.	Proven Experience of the Firm <ul style="list-style-type: none"> Completion of three (3) projects of a similar nature in last five (5) years (Form 2A) (6 pts) Client references (from three (3) clients) for each aforementioned project (Appendix II) (6 pts) 	12	
4.	Methodology <ul style="list-style-type: none"> Methodological approach to the assignment (Form 4A) (10 pts) Proposed project milestones and timelines (6 pts) Quality (inspection and testing) plan (4 pts) HSE plan (4 pts) Risk management plan (4 pts) Communication plan (4 pts) Comments and Suggestions of Consultants on the Terms of Reference and data, services and facilities (Form 3A) <p>Note: All plans must be specific and relevant to the project.</p>	32	
Commercial Proposal			
5.	Financial Capability <ul style="list-style-type: none"> Audited Financial Statements for three (3) recent financial years (must be within the last five calendar years) (9 pts) Banker's Reference Letter (Form 3B) (1 pts) 	10	-
6.	Price Schedule (Form 2B)	30	
	Total	100	70%

Proponents must submit adequate evidence to support each of the criteria above.

12. NEGOTIATION OF CONTRACT

The Ministry of Tourism, Culture and the Arts 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

Ministry of Tourism, Culture and the Arts to achieve best value for money. Should negotiations with the top-ranked Proponent fail, the discussions would be formally terminated. The Commercial Proposal of the next ranked Proponent will be opened and evaluated. Negotiations will be conducted with the next ranked Proponent, and so on until the contract can be successfully negotiated.

13. AWARD OF CONTRACT

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

The successful Proponent and the Ministry of Tourism, Culture and the Arts shall make every effort to execute the formal contract within twenty-five (25) working days from the date of the Notice of Acceptance.

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

14. STANDSTILL PERIOD

The Ministry of Tourism, Culture and the Arts shall set a standstill period within ten (10) working days, upon receipt of Notice of Decision to Award.

15. PROPOSAL REQUIREMENTS

All Proposals must be made in accordance with the instructions/specifications given herein. The Technical Proposal Forms and Commercial Proposal Forms are to be completed, duly signed and/or notarized by the Proponent's Authorized Representative and submitted in the appropriately labelled Proposal envelope. Failure to submit all requested documentation may result in the Proposals not being considered for evaluation, or in Proponents failing to achieve maximum scores during the evaluation of Proposals.

The Public Procurement and Disposal of Public Property Act, No. 1 of 2015 took full effect as of Wednesday April 26th, 2023. As such, your company must be registered and listed on OPR's Procurement Depository. Your company must provide proof of registration and the submission of line of business/businesses your company is registered. If your company is not registered at the point of submission of the RFP the submission will be disqualified.

A. Technical Qualification Proposal

The Technical Proposal shall contain the following Forms, duly completed and where applicable signed and notarized by the Proponent's Authorized Representative, and other documents required to provide evidence of the Proponent's qualifications and experience.

- 1) Form 1A: Technical Proposal Submission Form
- 2) Form 2A: Proponent's Work Experience
- 3) Form 3A: Comments and Suggestions of Consultants on the Terms of Reference and on the Data, Services and Facilities to be Provided by the Client
- 4) Form 4A: Description of the Methodology and Work Plan for Performing the Assignment
- 5) Form 5A: Team Composition and Task Assignments
- 6) Form 6A: 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")
- 7) Qualification (academic, technical, training) certificates of proposed key staff
- 8) Form 7A: Proposed Project Plan / Time Schedule for completing the assignment
- 9) Form 8A: Proponent's Declaration Form
- 10) Form 9A: Confidentiality Agreement
- 11) Form 10A: Sample Banker's Reference Letter
- 12) Brief Company Profile (if applicable)
- 13) Certificate of Incorporation and (where applicable continuance) pursuant to the Companies Act 1995, as amended
- 14) Certificate of Registration (if applicable)
- 15) Copy of the completed Return of Beneficial Interest in the Shares of a Company Form (Form 45 of the Companies Act, Chapter 81:01 (Section 337C(6), 337D)) (where applicable)
- 16) 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
- 17) 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
- 18) Audited Financial Statements signed by the Company's directors for three (3) recent financial years (must be within the last five calendar years)
- 19) Statement of compliance with the OSH Act 2004 (as amended) in the form of OSH requirements and OSH Policy Statement, as applicable
- 20) Statement of compliance with the Minimum Wages Act 1998 and any amendments thereto.
Refer to Form 8A – Proponent's Declaration Form
- 21) Disclosure of any or all criminal or civil matters that the Proponent has had for the past ten (10) years. *Refer to Form 8A – Proponent's Declaration Form*

- 22) Any additional information the Proponent deems necessary.
- 23) Police Certificate of Character for Board of Directors. The Ministry will accept a copy/copies of the Directors receipts while the applicants are awaiting the Police Certificate of Character.
- 24) A list of previous and present clients to whom design-build services for repairs to septic systems was/is provided.

B. Commercial Proposal

The Proponent's Commercial Proposal shall detail an estimate of fees for the services to be provided which will form the basis of a fixed contract price between the parties. Fees for any additional projects and/or services must be mutually agreed upon by the Proponent and the Ministry of Tourism, Culture and the Arts prior to the commencement of any such project and/or services.

16. PREPARATION AND SUBMISSION OF PROPOSALS

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

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

The Proposal shall be signed by the Proponent or by his duly authorized representative. There shall be no erasures or correction fluid applied to the Proposal. All changes shall be "crossed off", corrected and initialled by the Proponent's duly authorized representatives.

Proposals should be as thorough and detailed as possible so that the Ministry of Tourism, Culture and the Arts may properly evaluate the Proponent's capabilities to provide the required services. **The Technical and Commercial Proposals shall be submitted in a sealed envelope.**

A. Technical Proposal Submission

Proponents are required to submit the following items as a complete Technical Proposal:

- 1) Title Page showing the RFP subject, the name of the Proponent's firm, local address, telephone number, the name of a contact person, and the date.
- 2) Table of Contents.
- 3) Letter of Transmittal.
- 4) Checklist of documents submitted in the Proposal.
- 5) The documents and completed forms listed in Part 15A: Technical Qualification Proposal, above.

B. Commercial Proposal Submission

The forms listed below must be completed and submitted with the Proponent's Commercial Proposal:

- 1) Form 1B: Commercial Proposal Submission Form
- 2) Form 2B: Price Schedule
- 3) Form 3B: Breakdown of price per activity
- 4) Form 4B: Breakdown of remuneration per activity

(The information provided in these forms will provide a detailed estimate of the provision of the services and the Proponent's proposed payment terms.)

17. SUBMISSIONS AND DUE DATE

The Proponent is required to submit one (1) original, two (2) hard copies and one (1) PDF copy on a flash drive, of its Technical and Commercial Proposal by **14th October, 2024 at 10:00 a.m.** addressed to:

**Proposal – For the Provision of Design-Build Services for Repairs to the Septic System
at the Galera Point Lighthouse Facility**

**THE PERMANENT SECRETARY
Ministry of Tourism, Culture and the Arts
Level 10, Tower C, International Waterfront Complex
1A Wrightson Road,
Port of Spain**

The sealed envelopes should be labelled “ORIGINAL” or “COPY” as appropriate and clearly labelled to the **back of EACH envelope** with:

**[NAME OF PROPONENT]
[ADDRESS]
[CONTACT PHONE NUMBERS]**

The dimensions of the proposal box’s slot opening are **15 ½ inches x 4 ½ inches**. Proponents are asked to take account of these dimensions in the packaging of their Proposals and submissions can be packaged separately so that they fit in the Proposal box. Proposals that cannot be deposited into the designated Proposal box will not be accepted.

The Ministry of Tourism, Culture and the Arts, 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.

Proposals received after the deadline date shall be rejected and immediately returned unopened to the proponent.

Submissions may be withdrawn by bidders in keeping with the procedures in the solicitation document and shall be returned unopened to the Bidders. In this regard, envelopes marked ‘Withdrawal’ or ‘Withdrawn’ shall be read out and recorded, and proposals submitted by those firms shall remain unopened and set aside. The original and all copies of the bid will be returned unopened to the bidder.

Each envelope marked ‘Modification’ shall be opened immediately following the corresponding Proposal from the bidder making the modified submission.

18. OPENING OF TENDERS

The Tender Box will be opened on **14th October, 2024 at 11:30 a.m.** on Level 10, Ministry of Tourism, Culture and the Arts. The opening of proposals will be done virtually. Proponents or their representative may view the opening at the scheduled Microsoft Teams Meetings. The link will be sent via email at a later date.

19. VALIDITY PERIOD

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

20. INSURANCE

The Contractor is required to provide adequate insurance coverage for its operations and personnel in accordance with the laws of the Republic of Trinidad and Tobago and any regulation in accordance with **Design-Build Services**. See the Draft Terms and Conditions.

SECTION C: TERMS OF REFERENCE

PROVISION OF DESIGN-BUILD SERVICES FOR REPAIRS TO THE SEPTIC SYSTEM AT THE GALERA POINT LIGHTHOUSE FACILITY – MTCA/F 08B-2024

1. BACKGROUND

The Galera Point Lighthouse Facility (the Facility), a cultural heritage site and tourist attraction which overlooks the meeting point of the Atlantic Ocean and the Caribbean Sea, falls under the purview of the Ministry of Tourism, Culture and the Arts. In this regard, the Ministry of Tourism, Culture and the Arts is responsible for all upgrade and maintenance works required at the Galera Point Lighthouse Facility. Recently, the pooling of wastewater and a foul scent were observed in the area surrounding the existing septic system at the Facility, indicating that it is defective. This project aims to assess the existing septic system to determine its defects, resolve the issues identified, and upgrade the septic system (if necessary), to ensure full functionality of same.

2. OBJECTIVES OF THE REQUEST FOR PROPOSAL

Via this Request for Proposal the Ministry of Tourism, Culture and the Arts aims to:

- enter into a contract with a suitably qualified and resourced service provider capable of providing the required services.
- engage a single Contractor to allow for optimum coordination, control, and consistency that enhances the infrastructure and functionality of the Galera Point Lighthouse Facility.

3. SCOPE OF WORKS

Table 2: Provision of Services for Repairs to the Septic System at the Galera Point Lighthouse Facility

Scope Item No.	Scope Item Name	Scope Item Description
1.	Isolation of Existing Septic System	- Isolate the existing septic system. Note: 1. The Proponent is to supply all required apparatus.
2.	Excavation of Grounds	- Excavate the area surrounding the septic system to an initial depth of 1.5 m. - Install applicable shoring to mitigate against cave-ins.

	surrounding Septic System	<p>Note:</p> <ol style="list-style-type: none"> 1. The Proponent is to be cautious of all nearby surface equipment (e.g. the air conditioning (AC) condenser). 2. The Proponent is to take into consideration the plumbing and potable water lines which may be buried in this area and ensure these lines are not damaged when executing the scope of works. 3. Further excavation may be required for further assessment of the septic system.
3.	Assessment of Externals of Septic System	<ul style="list-style-type: none"> - Inspect the area to determine whether a fat boy and soak away are included in the system. - Examine the externals of the septic tank and its associated plumbing lines for any deficiencies (e.g. clogs in lines) that may be present. - If there is a soak away, assess its integrity.
4.	Assessment of Internals of Septic System	<ul style="list-style-type: none"> - Remove the cover of the septic tank. - Clean (pump out effluent and pressure wash) the internals of the septic tank. - Inspect the interior walls, baffles and internal pipes of the septic tank to determine any deficiencies present.
5.	Construction of New Septic Tank Cover	<ul style="list-style-type: none"> - Supply three (3) equally sized 3-inch-thick, reinforced concrete covers for the concrete septic tank. Each cover must comprise: <ol style="list-style-type: none"> 1. two (2) similarly spaced drop-in recessed handles which are flush with the surface of the cover; and 2. one (1) 6-inch polyvinyl chloride (PVC) access sanitary clean out/removable cover end cap. - Using mortar, seal the joints between each of the three (3) covers upon placement of the covers after completion of the repairs. <p>Note:</p> <ol style="list-style-type: none"> 1. The covers must be neatly constructed so as to ensure no sharp edges. Furthermore, all joints of the covers must be properly sealed.
6.	Assessment Report and Drawings	<ul style="list-style-type: none"> - Include all findings from Scope Items 3 and 4 in an assessment report. - Based on the findings from Scope Items 3 and 4, make recommendations in the assessment report regarding all repairs to be executed to ensure full functionality

		<p>of the system. All recommended repairs must be approved by the Ministry of Tourism, Culture and the Arts prior to its implementation.</p> <ul style="list-style-type: none"> - If the size of the concrete septic tank is determined to be insufficient for the amount of sewage flowing to it, provide for approval, conceptual design drawings for the upgrade (expansion) of same to an appropriate size based on this flow rate. - If there is no soak away, provide for approval, conceptual design drawings for the construction of a new soak away that is appropriate for the existing septic system. - Provide as-built drawings of the repaired and/or upgraded septic system. <p>Note:</p> <ol style="list-style-type: none"> 1. The design for the proposed upgrade of the septic tank is to be approved by the Water and Sewerage Authority of Trinidad and Tobago (WASA) and the Ministry of Tourism, Culture and the Arts prior to its implementation. 2. The design for the new soak away is to be approved by the WASA and the Ministry of Tourism, Culture and the Arts prior to its implementation.
<p>7.</p>	<p>Repairs to Existing Septic System</p>	<ul style="list-style-type: none"> - Submit for approval, an inspection and test plan for all required repair works, to the Ministry of Tourism, Culture and the Arts. - If there is a fat boy in conjunction with the concrete septic tank, decommission and remove it from the system. - Execute all other approved repairs. - Reinststate the modified cover of septic tank and seal same. <p>Note:</p> <ol style="list-style-type: none"> 1. These repairs may include, but not be limited to: <ol style="list-style-type: none"> a) Flushing/Cleaning of all plumbing lines; b) Modifying plumbing lines to ensure an acceptable grade is achieved; c) Repairing/Replacing all damaged plumbing lines (internal and external to the septic tank) with new plumbing lines and fittings to make

		<p>the system acceptable, inclusive of cleanouts, where necessary;</p> <p>d) Repairing the damaged septic tank walls; and</p> <p>e) Replacing/Rehabilitating any compromised granular material of the soak away (if one exists).</p> <p>2. All aboveground piping penetrations are to be protected within a cylinder/concrete enclosure.</p> <p>3. All underground piping are to be marked with identifiable markings which are to be installed flush within surface level.</p>
8.	Upgrade of Concrete Septic Tank	- If the size of the concrete septic tank is determined to be insufficient for the amount of sewage flowing to it, upgrade (expand) same to an appropriate size based on the approved drawings.
9.	Construction of New Soak Away	- If there is no soak away, construct a new soak away based on the approved drawings.
10.	Backfilling and Compaction of Grounds surrounding Septic System	- Restore the grounds (backfill with clean earthen material and compact in layers) to its original state. This includes the replanting of grass which can be salvaged prior to commencement of any excavation works.
11.	Recommissioning and Testing of Repaired Septic System	- Recommission and test the repaired septic system to ensure full functionality.
12.	Demobilization	- Remove all unused materials, equipment, and debris, and dispose of same at an appropriate off-site location.
13.	Preparation and Submission of Handover Dossier	- Prepare and submit a handover dossier which contains all drawings (approved conceptual design and as-built drawings) of the repaired and/or upgraded septic system and recommendations for the maintenance and operation of the septic system.

Table 3: General Scope Items

Scope Item No.	Scope Item	Description
1.	Safety	- Ensure that all personnel to handle equipment are properly trained.

		<ul style="list-style-type: none"> - Wear personal protective equipment (PPE), including but not limited to safety glasses, gloves, and dust masks when executing works. - Provide all safety signage and hoarding to ensure adequate public protection, when executing works in a particular area of the Facility. - Make provisions for hazards and anticipated risks on-site through routine inspections by designated personnel.
2.	Security	<ul style="list-style-type: none"> - Create a temporary storage area on-site with sufficient locking mechanisms to ensure that all equipment and materials are secured and are not accessible when not in use. - For added security, the Proponent can provide its own security guards to guard the temporary storage area, as required.
3.	Power Supply	<ul style="list-style-type: none"> - Provide all power supplies necessary for the execution of the works.
4.	Housekeeping	<ul style="list-style-type: none"> - Provide all labour, equipment, and materials required to keep the Facility clean during execution of the works. All necessary water, garbage disposal, etc. must be provided by the Proponent.
5.	Project Management and Coordination	<ul style="list-style-type: none"> - Develop a detailed project plan, including a timeline, milestones, and a budget for the project. - Coordinate and supervise the various specialised contractors and subcontractors engaged. - Ensure compliance with relevant building codes, regulations, safety standards, and engineering codes of practice. - Conduct regular progress monitoring, quality control, and reporting to ensure project success. - Execute works as per guidance and approvals granted by the Ministry of Tourism, Culture and the Arts' representatives. - Ensure that no existing plumbing, equipment (e.g. AC condenser), etc. are damaged during all repair works. Failure to comply will result in the Proponent having to remedy all damages incurred.
6.	Demobilization	<ul style="list-style-type: none"> - Remove all equipment and excess materials, dispose of same at appropriate location off-site, and restore the Facility to its original condition upon completion of the project.

4. MINIMUM QUALIFICATIONS OF THE PROPONENT

The Proponent must be able to demonstrate a minimum level of certification and experience as follows:

1. Working knowledge of the National Plumbing Code made under the Water and Sewage Act 1965 Sec. 66(7) and/or any other applicable code; and
2. A Plumber's Licence.

SECTION D: DRAFT CONTRACT

REPUBLIC OF TRINIDAD AND TOBAGO

THIS CONTRACT (hereinafter, together with all the appendices attached hereto and forming an integral part thereof, called “**the Contract**”) is made this day of in the Year of Our Lord Two Thousand and Twenty Three BETWEEN **XXXXXXXXXXXXXXXXXX**, Permanent Secretary, Ministry of Tourism, Culture and the Arts which expression shall mean and include the person or persons for the time being carrying on the duties of Permanent Secretary in the Ministry of Tourism, Culture and the Arts, Levels 8-10, Tower C, International Waterfront Complex, 1A Wrightson Road, Port of Spain, acting herein for and on behalf of the Government of the Republic of Trinidad and Tobago (hereinafter called “**the Ministry**”) of the One Part AND **XXXXXXXXXXXXXXXXXX**, a company duly incorporated under the Companies Act, Chapter 81:01 of the Laws of the Republic of Trinidad and Tobago and having its registered office located at **XXXXXXXXXXXXXXXXXX**, in the Island of Trinidad (hereinafter called “**the Contractor**”) of the Other Part.

WHEREAS:

- A. The Ministry is charged with the responsibility of transforming Trinidad and Tobago into a premier tourist destination and the promulgation of its many cultural and artistic forms through, *inter alia*, policy and strategic interventions, research, monitoring and evaluating trends, product development, digitalisation of Works and partnering with industry stakeholders and building awareness, so as to enhance their contribution to the socio-economic progress of the country.
- B. In furtherance of its mandate, the Ministry has responsibility for a number of site facilities inclusive of the *[Site Name]* (“the Facility”) and is required to institute arrangements for the maintenance, operations, and upgrade of the said Facility.
- C. In view of the foregoing, the Ministry is desirous of undertaking works to the Facility (hereinafter referred to as “the Works”). The said works are more particularly described in the Ministry’s *[RFP Name]* hereto annexed and marked as “**Appendix A**”.
- D. In response thereto, the Contractor submitted its *Proposal*. The said *Proposal* is hereto annexed and marked “**Appendix B**”.

- E. Of the bid submissions received by the Ministry, the Contractor emerged as the successful bidder and the designated Contractor to provide the Works. The Ministry, by Letter of Acceptance dated xxxxxxxxxx, informed the Contractor that it accepted its Quotation, subject to contract, to provide the Works in accordance with the Ministry's *[RFP Name]* hereto annexed and marked as "**Appendix A**". The said Letter of Acceptance is hereto annexed and marked "**Appendix C**".
- F. Pursuant to the terms and conditions of the bid submission, the Contractor has represented to the Ministry that it has the expertise, professional skills, personnel, and technical resources, to execute and perform the Works in accordance with industry standards as well as the terms and conditions of this Contract.

NOW IT IS HEREBY AGREED BY AND BETWEEN the Parties hereto as follows:

1. The Ministry **HEREBY APPOINTS** the Contractor and the Contractor **HEREBY ACCEPTS THE APPOINTMENT** to act as Contractor for the Ministry for the execution of the Works in conformity with the terms and conditions of this Contract.

2. PAYMENT

- 2.1. In consideration of the due performance and satisfactory completion of the Works by the Contractor in conformity with the provisions of this Contract, the Ministry shall pay the Contractor up to the maximum sum of **XXXXXXXXXXXX TRINIDAD AND TOBAGO DOLLARS (TTD\$XXXXXXXX)** inclusive of Value Added Tax (V.A.T.) to be paid *only* in the following manner:

- 2.1.1. A Mobilisation Fee of ten percent (10%) of the total Contract sum in the sum of **XXXXXXXX TRINIDAD AND TOBAGO DOLLARS (TTD\$XXXXXX)**, V.A.T Inclusive, will be paid upon on-site mobilisation and the Contractor's submission to the Ministry of the original duly signed, stamped, and certified invoice.

- 2.1.2. Eighty percent (80%) of the total Contract sum in the amount of **XXXXXXX TRINIDAD AND TOBAGO DOLLARS (TTD\$XXXXXXX)** V.A.T Inclusive, will be payable upon:

- 2.1.2.1. Upon submission of an original duly signed, stamped certified invoice; and

- 2.1.2.2. the completion of the Works as evidenced by the issuance of the Certificate of Satisfactory Completion pursuant to Clause 13.
- 2.2. Notwithstanding Clause 2.1, a Retention Fee of ten percent (10%) of the Contract sum in the amount of **XXXXXXXXXXXX TRINIDAD AND TOBAGO DOLLARS (TTD\$XXXXXXXX)** will be retained for the duration of the Defects Notification Period should any deficiency in the Works become evident after the issue of the Completion Certificate. The Retention Fee will be released **ninety (90) days** after the date of the issuance of the Completion Certificate, subject at all times to the Ministry's determination that all Works have been satisfactorily finalised by the Contractor and duly executed in accordance with the Ministry's *[RFP Name]* hereto annexed and marked as "**Appendix A**" and the Contractor's *Proposal* hereto annexed and collectively marked "**Appendix B**".
- 2.3. All payments stated in this Clause 2, are deemed to be inclusive of delivery, unloading, storage, performance, completion and maintenance, together with profit, transport, cartage, temporary works, labour, materials, plant charges, fuel, water, insurance, watching, lighting, pumping, maintenance, and all other expenses of every kind whatsoever, which may be incurred by the Contractor in executing the Works and in complying with the specifications required to fulfil same. The Ministry, at all times, reserves the right however to:
- 2.3.1. Set-off against any payments due to the Contractor any amount due or owing to the Ministry by the Contractor; and/ or
- 2.3.2. Retain payments additional to the sums referred to Clause 2.2, for an additional period and at an additional percentage in the event that Contractor fails to remedy any deficiency for the Works which may become apparent to the Ministry. The Ministry shall, at its discretion, use the retained payments to remedy the deficiency and/or the effects of such deficiency. Payment of any retained payment will be made only on the satisfactory remediation of the deficiency as certified in writing by a duly authorised representative of the Ministry; and
- 2.3.3. Require the Contractor to obtain a performance bond, in an amount and in a form to be determined by the Ministry.

2.4. PROJECT ADMINISTRATION

The Ministry designates xxxxxxxxxxxxxxxx, as its Project Coordinator (hereinafter referred to as “the Coordinator”) or such other officer as is duly designated and identified to the Contractor by the Ministry. The Coordinator will be responsible for the coordination of the activities, the acceptance and approval of the Works by the Contractor and for receiving, certifying and securing the approval of invoices for payment under this Contract.

3. The following documents must be read and construed as part of this Contract and are collectively called the Contract or the Contract Document:

(i) To be inserted

4. In the event of any inconsistency or conflict between the statement or provisions contained in these presents, and the statements or provisions contained in any of the documents hereinabove referred to, the statements and provisions contained in these presents will take precedence.
5. The Permanent Secretary in the Ministry of Tourism, Culture and the Arts shall not in any way be held personally liable for anything arising out of this Contract.
6. The Contractor for itself and its assigns and the Ministry (but not so as to impose any personal liability on the Permanent Secretary, Ministry of Tourism, Culture and the Arts) mutually covenant that they will respectively perform and observe the several provisions of the Contract to be performed and observed by them respectively hereunder.
7. This Contract does not constitute a hiring by the Ministry and the Contractor shall have the status of an independent contractor vis-à-vis the Ministry and nothing contained in or relating to this Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. This Contract shall not be considered or construed to be a partnership or joint venture. The Ministry shall not be liable for any obligations incurred by the Contractor unless specifically authorised in writing. The Contractor shall not act as an agent of the Ministry, ostensibly or otherwise, nor bind the Ministry in any manner, unless specifically authorised to do so in writing.
8. Each Party warrants its power to enter into this Contract and has obtained all necessary approvals to do so.

RFP Ref#: MTCA/F 08B-2024

Request for Proposal Documents

RFP Name: THE PROVISION OF DESIGN-BUILD SERVICES FOR REPAIRS TO THE SEPTIC SYSTEM AT THE GALERA POINT LIGHTHOUSE FACILITY

RFP Date: 30TH AUGUST, 2024

9. DEFINITIONS

The following terms, whenever used in this Contract, shall have the following meanings:

- (a) “**Contract**” means this Contract between the Ministry and the Contractor.
- (b) “**Commencement Date**” means the date on which the Works shall commence or be deemed to commence pursuant to Clause 10 hereof;
- (c) “**Dangerous infectious disease**” shall have the meaning as reflected in the Public Health Ordinance, Chap. 12 No. 4;
- (d) “**Day**” means calendar day;
- (e) “**Defects Notification Period**” means the period of ninety (90) days commencing from the date of issuance of the Completion Certificate from the Ministry to the Contractor during which the Contractor shall ensure that the Contractor/Sub-Contractor remedies any and all defects in the Works identified by the Ministry to the Ministry’s satisfaction;
- (f) “**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;
- (g) “**GoRTT**” means the Government of the Republic of Trinidad and Tobago;
- (h) “**Party**” means the Ministry or the Contractors the case may be; “**Parties**” means both the Ministry and the Contractor;
- (i) “**Personnel**” means persons hired by the Contractor as staff, employees and/or sub-Contractors and assigned to the performance of the Works or any part thereof;
- (j) “**Sub-Contractor**” means any person engaged by the Contractor with the consent of the Ministry for the purpose of providing the Works required under the Contract; and
- (k) “**Works**” means the key tasks and deliverables to be performed by the Contractor pursuant to this Contract as identified in the Ministry’s *[RFP Name]* hereto annexed and marked as “**Appendix A**” and the Contractor’s *Proposal* hereto annexed and collectively marked “**Appendix B**”.

10. COMMENCEMENT AND COMPLETION

10.1. The Commencement Date of the Works is the **xxxxxxxxxx**.

10.2. The Contractor shall complete the Works within **xxxxxxxxxx** of the Commencement Date of the Works to end on the **xxxxxxxxxx** (hereinafter referred to as “the Term”) unless and until determined in accordance with Clause 14.1 or 14.2 hereof or unless as otherwise agreed in writing, between the Parties.

- 10.3. The Contractor shall notify the Ministry in writing upon the completion of the Works ("**Notice of Completion**").

11. OBLIGATIONS OF THE CONTRACTOR

11.1. General Obligations

- 11.1.1. The Contractor shall exercise all reasonable skill and care in the discharge of its duties under this Contract and shall perform the Works and carry out its obligations hereunder with all due diligence, efficiency, and economy, in accordance, in general, with the highest professional standards applicable to these Works.
- 11.1.2. In carrying out the Works entrusted to it, the Contractor shall endeavour to find and implement the technical and economic solutions best suited to the requirements of the Works and shall endeavour to be prompt in the execution of all its duties and obligations.
- 11.1.3. The Contractor shall, at all times, comply and ensure compliance by its Personnel and agents for the Services with all the Laws and customs of the Republic of Trinidad and Tobago (in particular Public Procurement and Disposal of Public Property Act No. 1 of 2015 (as amended) and its concomitant Regulations, the Public Health Ordinance, Chap. 12 No. 4 and its concomitant regulations, the Occupational Safety and Health Act, Chap. 88:08 and the Environmental Management Act, Chap. 35:05).
- 11.1.4. The Contractor and its Personnel shall be registered with the Procurement Depository of Trinidad and Tobago, as established by the Office of Procurement Regulation in accordance with the Public Procurement and disposal of Public Property Act, No. 1 of 2015 and its Regulations.
- 11.1.5. The Contractor shall be directly answerable and fully liable to the Ministry for any damages or losses within the Facility and for such actions which directly prejudice the integrity, efficiency and effectiveness of the Facility and its operations caused by or due to the negligence of and/or breach of contract by the Contractor or its Personnel.

- 11.1.6. The Contractor shall comply with such orders, policies, rules, regulations and/or any written directives as the Ministry and/or GoRTT from time to time may issue. The Contractor shall continue to monitor the COVID-19 Pandemic (including but not limited to any other epidemic or pandemic as declared by the GoRTT) and the potential impact of same on all of its operations, with a focus on business continuity and shall continue to, at all times, implement/maintain appropriate controls, measures, limitations, restrictions and procedures in place to, as far as reasonably practicable, ensure the wellness of all of its Personnel in the Contractor's provision of the Works.
- 11.1.7. The Contractor shall employ and supervise duly qualified, experienced, well-trained and competent Personnel to perform the Works under this Contract and shall remove any of its Personnel from the performance of the Works if requested, in writing, to do so by the Ministry. The Contractor shall be responsible for keeping all documentation which demonstrate its Personnel's ability to meet the minimum requirements.
- 11.1.8. The Contractor shall use its best efforts to ensure that its Personnel delivering the Works will be reliable and will satisfactorily perform the terms of their employment agreement with the Contractor.
- 11.1.9. The Contractor shall provide, in writing, to the Ministry, a list of all assigned Personnel for the duration of this Contract. Changes in Personnel or reporting relationships shall only be permitted with the written authorisation of the Ministry.
- 11.1.10. Replacement Personnel shall be at no additional cost to the Ministry and such Personnel shall have the same or superior knowledge and skills and the qualifications and experience of any proposed replacement Personnel shall be furnished to the Ministry. Any such approval shall, in no way, relieve the Contractor of its contractual obligations nor shall such approval give rise to claims as extra works. The Ministry shall have the absolute right to select, change or refuse any Personnel assigned by the Contractor to the Facility at any point in time and for any reason whatsoever.
- 11.1.11. Further to Clause 11.1.7, the Contractor shall forthwith, inform the Ministry of any Personnel shortages in writing and with the Ministry's written approval, immediately rectify same.

- 11.1.12. The Contractor shall respond promptly to all Ministry inquiries and shall comply with all instructions of the Ministry regarding the requirements of the Contractor under this Contract.
- 11.1.13. The Contractor shall report to the Permanent Secretary, the Coordinator or any other person duly designated by the Permanent Secretary in the Ministry.
- 11.1.14. The Contractor shall always act, in respect of any matter relating to this Contract or the Works, as the faithful advisor to the Ministry and shall, at all times, support and safeguard the Ministry's legitimate interests in any dealings with third parties and provide the Works with integrity.
- 11.1.15. The Contractor shall not do anything or become involved in any situation which, in the opinion of the Ministry, brings the GoRTT/the State into disrepute, contempt, scandal or ridicule, offends public opinion or reflects unfavourably upon the Ministry, the GoRTT/the State's reputation.
- 11.1.16. The Contractor shall throughout the performance of the Works monitor, measure, assess the performance of its Personnel and agents assigned to the Ministry during the Term of this Contract to ensure compliance with all of the Works in Ministry's *[RFP Name]* hereto annexed and marked "**Appendix A**" and as further particularised in the Contractor's *Proposal* which is hereto annexed and collectively marked "**Appendix B**". This assessment shall be done in conjunction with duly authorised officers of the Ministry in accordance with the criteria mutually agreed to by both the Ministry and the Contractor.
- 11.1.17. The Contractor and/or Personnel shall not create any safety hazard and/or nuisance, obstruct and/or interfere with the rights of the visitors/users therein and shall not use the Facility (or its immediate environs) or any other Ministry property for any improper, immoral, and unlawful purposes. Any violation of the provisions of this Clause shall be deemed by the Ministry a violation under this Contract and shall entitle the Ministry to remedies for violations created herein.
- 11.1.18. The Contractor and/or its Personnel shall take all necessary precautions to ensure that the Works carried out within the Facility will not cause any damage to any of

the Ministry's property, infrastructure(s), furnishings, fittings, equipment and/or fixtures.

- 11.1.19. Further to Clause 11.1.16, in the event that damage is caused by the Contractor or and/or its Personnel to any of the Ministry's property, the Contractor shall be entirely and solely be responsible, in law, and shall forthwith give to the Ministry written notice of such damage and shall forthwith, at its own cost, make good to the satisfaction of the Ministry all such damage within the timeframe specified by the Ministry. Failing which the Ministry may deduct the cost of any such damages owing from any monies owing to the Contractor.
- 11.1.20. In the performance of all duties, the Contractor shall be responsible for the professional conduct of its Personnel and shall, except in relation to activities contrary to the Laws of the Republic of Trinidad and Tobago, have full authority and responsibility for taking any necessary corrective action.
- 11.1.21. The Contractor shall be solely responsible for the payment of all taxes, duties, fees and other impositions levied in accordance with the Laws of the Republic of Trinidad and Tobago, including without limitation income taxes, P.A.Y.E., Workmen's Compensation, Health Surcharge, and National Insurance Scheme (NIS) payments.
- 11.1.22. The Contractor shall provide and maintain all equipment, personal protective equipment and instruments used by its Personnel in the performance of their duties. Such equipment and instruments shall remain the property of the Contractor.
- 11.1.23. The Contractor shall assure that any equipment assigned to the performance of the Works shall be sufficient in type and the quality and maintenance of the equipment shall be such to ensure sufficient and safe performance.
- 11.1.24. The Contractor shall attend any meetings that are requested by the Ministry at the offices of the Ministry or at any location mutually agreed between the Parties.
- 11.1.25. The Contractor shall maintain sufficient insurance to cover its liabilities (including but not limited to any and all liabilities/potential liabilities relative to the Works) and on request by the Ministry, produce evidence of the respective policies of insurance and payment receipts of current premiums. The Contractor shall also

ensure that its respective underwriters waive any and all rights of subrogation against the Ministry.

11.1.26. The Contractor shall ensure that any representatives of the Ministry who are identified to the Contractor are afforded the opportunity to preview any and all documentation related to the execution of the Works and make comments and recommendations conveying same, in writing, to the Contractor in order to ensure that the Works undertaken by the Contractor optimally meet the requirements of the Ministry.

11.2. Specific Obligations

11.2.1. The Contractor shall:

11.2.1.1. Carry out and be responsible for the design of the Works;

11.2.1.2. Ensure that its Personnel and/or Sub-contractors have any and all necessary experience, professional architectural and engineering design services performed by properly licensed and qualified architects or engineers;

11.2.1.3. Ensure that its Personnel and/or Sub-contractors prepare the requisite stamped drawings, engineered calculations and specifications for coordination, construction, permit purposes and will comply with all requirements of the Contract Documents where applicable and is necessary for the Works;

11.2.1.4. Ensure that its Personnel and/or Sub-Contractors will comply with all applicable laws, building codes, ordinances, regulations and/orders of the Republic of Trinidad and Tobago;

11.2.1.5. submit for the Ministry's review and approval any and all project schedules, design development documents, working drawings, specified shop drawings, samples, data and specifications of materials proposed to be incorporated in the Works.

11.2.1.6. *More Clauses may be inserted*

11.2.2. The Contractor shall provide comprehensive administration and management of all aspects of the Works and will work with the Ministry towards the successful completion of the Works on schedule, at or below budgeted costs, meeting or exceeding standards stipulated at "Appendix A" and "Appendix B" and with adherence to all codes and standards required by statutory and regulatory

authorities. These Works are detailed and hereto annexed at “**Appendix A**” and “**Appendix B**”.

- 11.2.3. The Contractor shall complete the Works no later than the **XXXXXX**. The Contractor must obtain a prior written approval by the Ministry for any delay that may become necessary. If the execution of the Works exceeds the stipulated time because of delay, liquidated damages as set out below shall apply to the extent of such delay.
- 11.2.4. If the Contractor fails to complete the Works within the time stated at Clauses 10 and 11.2.3 above, then the Ministry may in its sole discretion and without prejudice to any other method of recovery deduct the amount of the damages (to be determined by the Ministry) from any monies due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from its obligation to complete the Works or from any of its other obligations and liabilities under the Contract.
- 11.2.5. The Contractor shall work continuously for the duration of the Contract. The Ministry shall not pay for any overtime relative to the Works performed unless such overtime works have been approved, in writing, by the Ministry. If there are any delays in the completion of the Contract due to exceptionally inclement weather, the Ministry may grant such extension of time as it deems reasonable in the circumstances. The Contractor is however not entitled to any additional payment in the event of any such grant of extension of time.
- 11.2.6. If extra or additional work of any kind or delay results from any physical conditions, artificial obstructions, or other special circumstances which, in the opinion of the Ministry, could not have reasonably been foreseen by an experienced contractor then the Contractor will be entitled to an extension of time for the completion of the Works. The Ministry will determine the duration of such extension. No forbearance by the Ministry in this respect shall in any way derogate from its rights under this Contract. The Ministry is not bound to take into account any extra or additional work or other special circumstances unless the Contractor has, no more than two (2) days after such work has been determined by the Contractor to be necessary submits to the Ministry, in writing, full and detailed particulars of any claim to extension of time to which it may consider itself entitled for investigation by the Ministry. Subsequent to the investigation of the claim for extension of time,

the Ministry may, in exercising its sole discretion, grant approval for the undertaking of the extra or additional work.

11.2.7. The Contractor shall on the instructions of the Ministry suspend the progress of the Works as the Ministry may consider necessary.

11.2.8. If the Ministry suspends, defers, or abandons the Works, the Contractor will be compensated for the Works certified by the Ministry as completed properly and successfully as at the date of the suspension or abandonment, less payment of fees already paid.

12. MATERIALS AND WORKMANSHIP

- 12.1. The Contractor hereby warrants and guarantees that all materials to be supplied by it under this Contract are new, first class, fit for purpose, free from defects and are fully compliant with the Small Building, Electrical and Plumbing and any other relevant Codes of the Republic of Trinidad and Tobago, specifications, Ministry approved samples (where applicable) and other requirements as set out in the Contract documents herein. The Contractor shall make no substitution for materials required to be furnished by it for the execution of the Works unless written approval is first obtained from the Ministry. The Contractor further warrants that the materials to be supplied by it are free and clear of all liens and encumbrances.
- 12.2. Subject to Clause 12.1, application of all materials, tools and procedures are to conform to the specifications of the manufacturer or supplier as well as the relevant and/or related industry and trade standards.

13. INSPECTION OF WORKS

- 13.1. The Ministry reserves the right to inspect and monitor the progress of all the Works and notify the Contractor of any deficiencies in accordance with Clause 29.1.
- 13.2. Upon receipt of the Notice of Completion, the Ministry shall without delay execute a thorough inspection of the Works performed (the "Final Inspection"). The Ministry shall inform the Contractor in writing of the date and time of the Final Inspection no less than two (2) full days before the Final Inspection and the Contractor may have a representative attend same.
- 13.3. Where the Ministry is of the opinion that the Works have been satisfactorily performed, it shall give notification in writing that the Works are complete ("Completion Certificate").
- 13.4. Where the Ministry is of the opinion that the Works have not been satisfactorily performed, it shall state in writing all deficiencies in the Works and list all remedial work(s) to be undertaken to remedy such deficiencies no more than five (5) working days after the Final Inspection and the Contractor shall complete the said remedial work within the timeframe specified, in writing by the Ministry, subject to Clause 29.1 and shall issue a second Notice of Completion.

13.5. In the event that the Contractor fails to satisfactorily complete the required remedial works, the Ministry will have recourse to Clause 29.3. Alternatively, where the required remedial work(s) have been satisfactorily performed, the Ministry shall issue the Completion Certificate no more than seven (7) days after the receipt of the second Notice of Completion.

13.6. The issuance of the Completion Certificate does not relieve the Contractor of its obligations under this Contract for any deficiencies which may become apparent after such issue.

14. CANCELLATION OR TERMINATION

14.1. Cancellation

14.1.1. The Ministry shall have the absolute right to cancel this Contract and/or the Works in whole or in part, *for its sole convenience*, at any time by giving written notice to the Contractor and such cancellation shall not in any manner whatsoever constitute a breach of contract by the Ministry.

14.1.2. In the event of cancellation, the Ministry will make a payment to the Contractor, as determined solely by the Ministry, in respect of work already carried out by the Contractor in connection with the Works but the Ministry shall not be responsible nor make any payment for loss of profit, loss of opportunity or such other losses in respect of the Works not supplied or carried out by the Contractor.

14.2. Termination by The Ministry

14.2.1. The Ministry may exercise its sole discretion to terminate this Contract at any time prior to the end of the Term by giving XXXXX (X) days written notice to the Contractor, if the Contractor:

- 14.2.1.1. breaches, fails or refuses to observe or to comply with any of the terms, stipulations and/or conditions contained in this Contract;
- 14.2.1.2. fails to remedy a failure in the performance of its obligations herein;
- 14.2.1.3. becomes insolvent, bankrupt or takes advantage of any law for the benefit of its debtors or goes into liquidation or receivership whether compulsory

- or voluntary and as a result is unable to pay its debts as and when they become due;
- 14.2.1.4. enters into any arrangement or composition with its creditors or has a controller, receiver, receiver and manager or administrator appointed;
 - 14.2.1.5. is guilty of any fraud, dishonesty, misconduct, engages in any illegal, immoral or unusual activity or otherwise breaches or violates any of the Laws of the Republic of Trinidad and Tobago;
 - 14.2.1.6. fails to comply with any final decision reached as a result of mediation proceedings pursuant to Clause 36.2 hereof;
 - 14.2.1.7. is unable to perform its duties and obligations under the Contract, including but not limited to reasons of illness or accident;
 - 14.2.1.8. submits to the Ministry a statement which has a material effect on the rights, obligations or interests of the Ministry and which the Contractor knows to be false;
 - 14.2.1.9. takes or suffers any action or engages in any conduct which in the Ministry's opinion brings the Contractor and/or the Ministry or the GoRTT into disrepute or is prejudicial to the Ministry's and/or GoRTT's interest and/or reputation; or
 - 14.2.1.10. as a result of Force Majeure, the Contractor is unable to perform a material portion of the Works for a period of not less than two (2) weeks unless the Parties mutually agree to extend such period.
- 14.2.2. Following any such termination of this Contract, the Contractor shall indemnify the Ministry against any direct commercial loss that is associated with the Works, up to fifty percent (50%) of the fee paid for the said Works suffered by the Ministry as a result of the Contractor's breach of any of its duties or obligations under this Contract.
- 14.2.3. In the event of termination of this Contract, the Ministry shall make payments to the Contractor:
- 14.2.3.1. on a *quantum meruit* basis, for that portion of the Works which the Ministry, in its sole discretion, deems to be satisfactorily performed as at the effective date of termination; and
 - 14.2.3.2. for such other costs of the Contractor, the Ministry deems applicable and are demonstrated to the Ministry's satisfaction, to be directly related to the winding down of the Works which are being terminated.

14.2.4. The Ministry may exercise its sole discretion to terminate this Contract at any time prior to the end of the Term by giving XXXXX (X) days written notice to the Contractor, if the Ministry, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

14.2.5. The Contractor has no right to cancel any or all of its obligations under this Contract. Any cancellation of its obligations shall be treated as a fundamental breach of this Contract and the Contractor shall reimburse the Ministry for all expenses and/or payments made by the Ministry to the Contractor or on behalf of the Contractor arising out of this Contract. Any payments advanced will be without prejudice to the other rights and remedies available to the Ministry.

15. CESSATION OF WORKS, RIGHTS AND OBLIGATIONS

15.1. Upon termination or cancellation of this Contract pursuant to Clauses 14.1 or 14.2, the Contractor shall, immediately upon receipt of such notice, take all necessary steps to bring the Works to a close in a prompt and/orderly manner and shall make every reasonable effort to keep expenditure for this purpose to a minimum.

15.2. Upon the termination of this Contract pursuant to Clauses 14.1 or 14.2 or upon completion of this Contract in accordance with Clause 10 hereof, all rights and obligations of the Parties hereunder shall cease, except:

15.2.1. Such rights and obligations as may have accrued up to the date of termination or expiration; and

15.2.2. The obligations of indemnification and confidentiality set forth in Clauses 14.2.2, 20 and 39 hereof.

16. OWNERSHIP AND PROPRIETARY RIGHTS

16.1. All property furnished by the Ministry pursuant to this Contract shall remain property of the Ministry. Any property of the Ministry furnished to Contractor shall be only used for the performance of this Contract during the Term the Contract is in force.

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- 16.2. The Contractor shall forthwith surrender to the Ministry all Ministry property upon completion, termination, or cancellation of this Contract.

17. ACCOUNTABILITY AND REPORTING

- 17.1. The Contractor will report, as and when required, directly to the Ministry, the Coordinator, the Permanent Secretary and/or any other Officer duly designated by the Permanent Secretary.
- 17.2. The Contractor will provide a weekly Status Report to the Ministry illustrating the progression of the Works and achievement of deliverables.
- 17.3. The Contractor will promptly inform the Ministry, in writing, about matters likely to adversely affect the progress or execution of the Works; and
- 17.4. The Contractor shall attend any progress or other meetings that are requested by the Ministry and/or the Permanent Secretary at the offices of the Ministry and/or at the Works' site.

18. ALTERATIONS AND VARIATIONS TO THE WORKS

- 18.1. No variation shall be made to the Works without the prior written approval of the Ministry. **Failure to comply with these instructions will result in the non-payment of any unauthorised work performed.**
- 18.2. At any time during the progress of the Works, the Ministry may make alterations or additions to, or deletions from the Works or any alteration in the kind or quality of the materials to be used and shall give the Contractor written notice of any such alterations, additions or deletions as the case may be.
- 18.3. In cases of emergency, such notice will be provided verbally by the Ministry however, will be approved in writing, no more than three (3) working days from the date of the verbal notice. The costs for any such alteration, addition or deletion must be agreed between the Parties.

19. CONSEQUENTIAL LOSS

- 19.1. The Contractor shall be liable to the Ministry for the performance of the Works in accordance with the provisions of this Contract and for any loss suffered by the Ministry/GORTT as a result of a default of the Contractor in such performance

and/or any incidental, indirect or consequential loss or damages of any kind or nature resulting from the Contractor's performance of the Works, including and without limitation to special, or consequential damages or losses which might arise directly or indirectly by reason of the Ministry's use of the Works' deliverables or loss of business opportunity, goodwill, earnings, income, profits or business interruption however same may be caused subject to the following limitations:

- 19.1.1. The Contractor shall not be liable for any damage or injury caused by or arising out of the act, neglect, default, or omission of any persons other than the Contractor, its Personnel, Sub-Contractors, agents, or representatives; or
- 19.1.2. The Contractor shall not be liable for any loss or damage caused by or arising out of circumstances over which the Contractor had no control.

20. INDEMNITY

- 20.1. The Contractor shall defend, indemnify, protect and save harmless the Ministry, its affiliates, servants, employees, agents, successors and assigns from and against any and all suits, claims (Dangerous infectious disease related claims or otherwise), penalties, demands and damages of whatsoever kind or nature arising out of any breach of contract or any negligent act, error or omission of the Contractor, its Personnel or agents in the performance of the Works under this Contract, including but not limited to expenditure for and costs of investigations, hiring of experts, witnesses, court costs, attorneys' settlement, judgments or otherwise.
- 20.2. The Ministry shall as soon as practicable after a claim has been made against it give written notice thereof to the claim. If the suit is brought against the Ministry, the Ministry shall immediately forward to the Contractor every demand, complaint, notice, summons, pleading, or other process received by it or its representative.

21. CONTRACTOR ITEMS

- 21.1. The Contractor shall, at all times, comply and ensure compliance by all of its Sub-Contractors, Personnel, and agents for the Works, with all applicable Laws and Regulations of the Republic of Trinidad and Tobago, including but not limited to the Public Health Ordinance, Chap. 12 No. 4, the Occupational Safety and Health

Act, Chap 88:08, the Environment Management Act Chap 35:05, insurance requirements, building codes and standards.

- 21.2. The Contractor shall provide all personal protective equipment and gear, tools, materials and equipment of every description required for performing the Works in a safe and satisfactory manner.
- 21.3. The Contractor shall be responsible, where applicable, for ensuring that all or any of its equipment has been inspected and approved by the relevant regulatory authorities and shall maintain the said equipment in a good and safe condition at all times.
- 21.4. All materials or items likely to deteriorate by exposure to the weather shall be kept under cover and the Contractor will be held solely responsible for any loss or deterioration occurring in the course of loading, transit, or storage.

22. RESTORATION OF DAMAGE

- 22.1. The Contractor shall on the termination of this Contract promptly and completely restore any damage incurred by its operations to the Facility inclusive of its drains or other fixtures or installations and shall (save and except in relation to the Works performed) deliver up the Facility to the Ministry in the same condition as received.
- 22.2. All costs associated with such restoration at Clause 22.1 herein shall be absorbed solely by the Contractor. The Contractor shall not interfere with the operations of any existing works on the Facility without the prior written consent of the Ministry and the Works must be performed with minimum disturbance and in such manner as to allow the maximum continued use of the Facility.

23. CLEAN-UP

The Contractor shall keep the Facility and its environs clean and safe and shall on the completion or termination of this Contract promptly clean up and leave the Facility and its environs free from all surplus material and debris. All waste must be disposed of in an approved manner consistent with preferred industry standards and any and all applicable laws/regulations. If the Contractor fails to do so, the Ministry may elect to perform the

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necessary clean up and all relevant costs for such clean up shall be borne solely by the Contractor and/or may be deducted from any payments otherwise due to the Contractor.

24. SITE SECURITY

- 24.1. The Contractor shall have sole responsible for the security of the Facility in respect of the Works. The Ministry does not accept any responsibility for any materials, equipment, or other items which the Contractor may store on the site of the Works. Any stored materials, equipment or other items are the sole responsibility of the Contractor.
- 24.2. The Contractor shall forthwith report to the Ministry and the relevant law enforcement authorities, any missing or stolen materials, equipment or other items or any other activity that adversely affects the Works immediately upon becoming aware of the loss/activity.

25. SITE CONDITIONS

The Contractor is deemed to have visited and carefully examined the site of the Works and the Facility and to have satisfied itself as to the nature and conditions of existing Facility, including but not limited to possible obstructions, interruptions, roads and other means of transport and access for executing the Works and is deemed to have made local and independent enquiries of all matters which may affect the performance of the Works, the cost of the Works, the sources and means of obtaining labour and the materials required.

26. SUBSTANCE ABUSE

- 26.1. The Contractor shall ensure that its employees, personnel, agents and/or sub-contractors do not:
- 26.1.1. Report to work on the Facility while under the influence of any alcoholic beverage or any substance deemed for sale, possession, use, distribution, or promotion of which is prohibited under the Laws of the Republic of Trinidad and Tobago or any otherwise legal but abused substance and/or prescription drug; and
- 26.1.2. Use or bring on the Facility any such alcoholic beverage and/or substance.

27. SUB-CONTRACTING

- 27.1. The Contractor shall not sub-contract any part of the Works without first obtaining the Ministry's approval in writing.
- 27.2. Where written approval has been granted for the Contractor to sub-contract any part of the Works, the Contractor shall:
- 27.2.1. remain liable for the full and proper performance of the part of the Works sub-contracted;
 - 27.2.2. indemnify and save harmless the Ministry from and against any and all loss, claims, proceedings, costs, charges or expenses whatsoever in respect of any loss or of any injury or damage to any person or property arising out of or in connection with the part of the Works sub-contracted and/or the provision of the Works by the sub-contractor, except in so far as such loss, injury or damage is caused by the negligence of the Ministry and/or its personnel;
 - 27.2.3. ensure that the sub-contractor is aware of and complies with all the terms and conditions of the Works and this Contract; and
 - 27.2.4. be solely responsible for any and all payments to sub-contractors.

28. SAFETY AND PROTECTION OF THE ENVIRONMENT

The Contractor shall take all reasonable steps to protect the environment (both on and off the Facility), including but not limited to compliance with the Environmental Management Act Chap 35:05, the Occupational Safety and Health Act, Chap 88:08, and any other relevant/related Laws of the Republic of Trinidad and Tobago and shall limit damage and nuisance to persons and property resulting from pollution, noise and other results of its operations.

29. REMEDYING DEFECTS/ DEFICIENCIES

- 29.1. The Ministry may at any time during the Defects Notification Period, notify the Contractor of any deficiencies with respect to the Works and the Contractor shall forthwith or in such time as indicated by the Ministry in writing remedy or make good such deficiencies at the Contractor's sole cost. The Contractor shall bear all

incidental costs involved in correcting or making good the deficiency or the effect of such deficiency, including any damage to the Facility.

- 29.2. The Contractor shall repair, amend, rectify, and make good any defects, imperfection, shrinkages or other faults as may be notified by the Ministry after the completion of the Works as certified by the Ministry or such Officer duly designated by the Permanent Secretary. The Contractor shall execute any such works no more than seven (7) days after being notified of such defects, imperfections, shrinkages, or other faults.
- 29.3. If the Contractor fails to remedy the deficiency or the effect of same within the time stipulated by the Ministry, the Ministry may proceed to do the remedial work, or engage another party to do such work and the costs, including incidental costs, incurred by the Ministry as a result will be a debt due and payable to the Ministry on demand and may be deducted from any payments otherwise due from the Ministry to the Contractor. The Ministry may also in this regard have recourse to any retention provided under this Contract. The rights of the Ministry under this Clause are in addition to and do not limit any other rights which the Ministry has under this Contract, statute or in law.

30. MODIFICATION/WAIVER

Modification of the terms and conditions of this Contract, including any modifications in the scope of the works, may only be made by written agreement between the Parties.

31. LAW GOVERNING AGREEMENT

The respective rights, privileges, duties, and obligations of the Parties under this Contract shall be determined in accordance with the Laws of the Republic of Trinidad and Tobago.

32. ENTIRE AGREEMENT

This Contract embodies and sets forth the entire Contract and understanding of the Parties and supersedes all prior oral and written agreements, understandings or arrangements relating to the subject matter of the Contract and neither Party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly set forth in this Contract.

33. FORCE MAJEURE

33.1. Definition

For the purposes of this Contract “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, pandemic, epidemic, Dangerous infectious diseases, 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 powers of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

33.2. Force Majeure shall not include:

- 33.2.1. Any event which is caused by the negligence or intentional action of a Party or such Party’s Personnel or agents;
- 33.2.2. Any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder; or
- 33.2.3. Insufficiency of funds or failure to make any payment required hereunder.

33.3. No Breach of Contract

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 Contract 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, due care, and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

33.4. Measures to be Taken

- 33.4.1. 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 of delay.
- 33.4.2. A Party affected by an event of Force Majeure shall notify the other Party in writing of such event as soon as possible.
- 33.4.3. The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

33.5. Suspension

Each of the Party's obligations shall be temporarily suspended for the duration of a Force Majeure event until such circumstance shall have ceased as mutually agreed between the Parties.

33.6. Resumption of Works

33.6.1. In the event that the Ministry is satisfied that the Force Majeure event has been remedied, the Ministry shall give written notice to the Contractor to resume the Works.

33.6.2. In the event of a failure by the Contractor to perform under the terms of this Contract as a result of Force Majeure the Ministry shall be entitled to obtain alternative Works elsewhere for the duration of such failure and to reduce pro-rata and without any obligation on the Ministry the quantity or amount of Works from the Contractor under the terms of this Contract.

33.6.3. Nothing in this Clause shall limit the Ministry's option to cancel at any time under Clause 14.1 herein.

33.7. Payments

The Ministry shall not be liable, in any manner whatsoever, to make any payments under the Contract in respect of the period of the Contractor's inability to perform the Works herein as a result of an event of Force Majeure and any sum already paid thereunder in respect of that period shall be credited to the period following the resumption of the Works **PROVIDED** that at any time during the period of such suspension the Ministry may serve notice of termination (with immediate effect) in writing upon the Contractor.

33.8. Reduction in Works

Notwithstanding Clause 2 herein, the Ministry may, due events beyond its control, by notice of reduction to the Contractor, request a reduction of the Works for such period as the Ministry may determine or until further notice by the Ministry. Where the Ministry so requests, payment to the Contractor shall be made by the Ministry

to the Contractor on a reduced pro-rated basis for the Works assessed as satisfactorily completed by the Ministry. Such reduction of the Works, where triggered by the Ministry, shall in no way constitute a breach of contract and shall be deemed to amend and become a part of this Contract.

34. PROHIBITION OF CONFLICTING ACTIVITIES

Neither the Contractor nor its personnel shall engage, either directly or indirectly, in any Conflict of Interest (personal, business, or professional or otherwise) which would undermine or infringe upon the provision of the Works or otherwise conflict with the activities assigned to them under this Contract. The Contractor will promptly inform the Ministry of any activity and further hereby agrees, to disclose to the Ministry, any other facts of which the Contractor becomes aware, which might in the exercise of good faith and judgment, reasonably be expected to involve or give rise to a Conflict of Interest or potential Conflict of Interest.

35. CORRUPTION AND INDUCEMENT

35.1. The Contractor undertakes that it or its Personnel shall not, either directly or indirectly, offer any inducements, rewards, benefits or act in any manner which could be construed as corrupt, dishonest, or in breach of any rules, policies or legislation governing the procurement process in the Republic of Trinidad and Tobago.

35.2. If the Contractor or any of its Personnel, agents or servants give or offer to give any person any bribe, gift, gratuity or commission as an inducement or reward:

35.2.1. for doing or forbearing to do action in relation to the Contractor or any contract with the Ministry; or

35.2.2. for showing or forbearing to show favour or disfavour to any person in relation to the Contractor or to any contract with the Ministry, then the Ministry may, after having given seven (7) days written notice to the Contractor, terminate or cancel the Work and this Contract.

35.3. Subsequent to the execution of this Contract, if there is any evidence to demonstrate that the Contractor, its Personnel and/or affiliates offered or paid inducements, rewards, money, goods or benefits of any kind, either directly or indirectly, to any

person or entity involved in the award of this Contract which was not disclosed or discovered prior to the execution of the Contract, the Ministry shall have the right to terminate same with immediate effect and is under no further liability to pay any sums due or outstanding after that date and shall be entitled to a full refund of all sums paid to the Contractor. In such instances, the Ministry reserves the right to initiate legal proceedings without recourse to Clause 36.

36. SETTLEMENT OF DISPUTES

36.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

36.2. Mediation

Any dispute between the Parties as to matters arising out of or in connection with this Contract which cannot be amicably settled within thirty (30) days after the receipt by any Party of the other Party's request for such amicable settlement, shall be referred to mediation by a Certified Mediator appointed by both Parties and shall be conducted in accordance with the Mediation Act, Chapter 5:32 of the Laws of the Republic of Trinidad and Tobago. The Parties further agree to fully cooperate with the mediator and to use all reasonable effects to resolve the dispute by mediation within thirty (30) days of the appointment of the mediator. Any mediated resolution between the Parties shall be subject to a mutually executed mediation agreement which shall be final and binding on the Parties. Each Party shall bear its own costs in mediation.

37. NOTICES

37.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorised representative of the Party to whom the communication is addressed, or when sent by registered mail, electronic email or facsimile transmission and confirmed by registered post to which it is required to be given at the following addresses:

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For the Ministry:

Permanent Secretary

Ministry of Tourism, Culture and the Arts

Level 9, Tower C, International Waterfront Complex,

1A Wrightson Road

Port of Spain

Email: XXXXXX

Telephone: 624-1403

Fax: 624-6737

For The Contractor

Name

Position in Company

Name of Company

Address

Email

Telephone

Fax

37.2. Change of Address

Each of the Parties shall give notice to the other of the change or acquisition of any address, electronic mail address or telephone facsimile or other number at the earliest possible opportunity but in any event within forty-eight (48) hours of such change or acquisition.

38. ACCOUNTING, INSPECTION AND AUDITING

The Contractor shall keep accurate and systematic records and accounts of the Works in such form and detail as will clearly identify all relevant time charges and costs, and the bases thereof and shall make them available for inspection, checking and auditing by duly authorised Ministry's representatives. The Contractor further agrees that all of the above records shall be kept open for at least six (6) years for post-checking and auditing by duly authorised Ministry or GoRTT representatives.

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39. CONFIDENTIALITY AND PUBLICITY

- 39.1. The Contractor, its Personnel agents and Sub-Contractors hereby agree to maintain the strictest secrecy and confidentiality *vis-à-vis* the Works during the term of this Contract and thereafter and shall not use for its purposes any information, data or documents acquired or brought to his notice during the performance of the Works; nor without the prior written consent of the Ministry disclose to a third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any information of a confidential nature which may become known to the Contractor from the Ministry or any of its Personnel, agents, Sub-Contractors or other affiliates.
- 39.2. The restriction at Clause 39.1 above shall continue to apply after the completion of the Works without any time limit but shall cease to apply to such information or knowledge which has in entirety become public knowledge otherwise than through any unauthorised disclosure or other breach on the part of the Contractor of the said restriction.
- 39.3. The Contractor shall not refer to the Ministry in any publicity or advertising material without first obtaining the Ministry's written consent.

40. SUCCESSORS AND ASSIGNS

The covenants and agreements contained herein shall apply to and inure to the benefit of and be binding upon the Parties hereto and upon their respective assigns and successors in interest.

41. JURISDICTION

The respective rights, privileges, duties, and obligations of the Parties under this Contract shall be determined in accordance with the Laws of the Republic of Trinidad and Tobago.

42. INTERPRETATION

In this Contract the singular shall include the plural and vice versa and words in the masculine shall include the feminine and neuter genders.

43. FAIRNESS AND GOOD FAITH

43.1. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realisation of the objectives herein.

43.2. Operation of Contract

The Parties recognise that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of the Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall be settled in accordance with Clause 36 herein.

44. HEADINGS

Headings contained in this Contract are for reference purposes only and should not be incorporated into this Contract and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

45. JOINT AND SEVERAL

In this Contract, unless the context otherwise requires, any reference on the part of either of the Parties which comprises more than one person or entity shall be joint and several and words importing the neuter gender and the singular shall include all genders and the plural and the successor in title to the Parties.

46. WAIVER

Failure or neglect by either Party to enforce at any time any of the provisions of this Contract shall not be construed nor shall be deemed to be a waiver of that Party's rights nor in any way

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In the presence of:

)

SECTION E: SAMPLE FORMS

A. SAMPLE FORMS – TECHNICAL PROPOSAL

- Form 1A: Technical Proposal Submission Form
- Form 2A: Proponent’s Work Experience
- Form 3A: Comments and Suggestions of Consultants on the Terms of Reference and on Data, Services, and Facilities to be Provided by the Client
- Form 4A: Description of the Methodology and Work Plan for Performing the Assignment
- Form 5A: Team Composition and Task Assignments
- Form 6A: Curriculum Vitae (CV) for Proposed Key Professional to be Assigned to the Project
- Form 7A: Proposed Project Plan / Time Schedule for Completing the Assignment
- Form 8A: Proponent’s Declaration Form
- Form 9A: Confidentiality Agreement
- Form 10A: Sample Banker’s Reference Letter
- Appendix I: RFP Acknowledgement Form
- Appendix II: Client Reference Form

Note: The Proponents must fill in the appropriate information in the enclosed forms and submit these forms with the Proposal. In addition, the Proponent may include any other form(s), which in his opinion will assist in presenting, clearly and concisely, pertinent information relevant to the Work Plan and time schedule. *Failure to submit these forms, completed as instructed in the RFP, may result in the Proponent’s submission not being considered, or not achieving maximum scores during the evaluation of Proposals.*

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FORM 1A: TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: (Client Organization)

Madam:

We, the undersigned, offer to provide design-build services for repairs to the septic system at the Galera Point Lighthouse Facility in accordance with your Request for Proposal dated 30th August, 2024 and subsequent Addenda ([Addenda Numbers (if any)]). We are hereby submitting our Proposal which includes this Technical Proposal and a Commercial Proposal sealed in an envelope.

If negotiations are held during the period of validity of the Proposal of one hundred and twenty (120) days, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Address:

FORM 2A: PROPONENT’S WORK EXPERIENCE

**Relevant Services Carried Out in the Last Five (5) 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 design-build services for repairs to septic systems** over the past five (5) years. Proponents are advised that all fields **must** be completed, as the information provided therein is required to ensure the achievement of maximum points during the evaluation of Proposals.

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

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FORM 3A: COMMENTS AND SUGGESTIONS OF PROPONENTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE MINISTRY OF TOURISM, CULTURE AND THE ARTS

On the Terms of Reference:

- 1.
- 2.
- 3.

On the data, services, and facilities to be provided by the Ministry of Tourism, Culture and the Arts:

- 1.
- 2.
- 3.
- 4.
- 5.

RFP Ref#: MTCA/F 08B-2024

Request for Proposal Documents

RFP Name: THE PROVISION OF DESIGN-BUILD SERVICES FOR REPAIRS TO THE SEPTIC SYSTEM AT THE GALERA POINT LIGHTHOUSE FACILITY

RFP Date: 30TH AUGUST, 2024

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

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FORM 5A: TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

FORM 6A: CURRICULUM VITAE (CV) FOR PROPOSED KEY PERSONNEL TO BE ASSIGNED TO THE PROJECT

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:

[Summarize college/university and other specialized 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 position 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.

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

Full name of staff member: _____

Full name of authorised representative: _____

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RFP Name: THE PROVISION OF DESIGN-BUILD SERVICES FOR REPAIRS TO THE SEPTIC SYSTEM AT THE GALERA POINT LIGHTHOUSE FACILITY

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FORM 7A: PROPOSED PROJECT PLAN / TIME SCHEDULE FOR COMPLETING THE ASSIGNMENT

Project Plan / Time Schedule

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

FORM 8A: PROPONENT'S DECLARATION FORM

A. LITIGATION

1. Have you ever been convicted of any criminal offence in any jurisdiction?

Yes No

2. Has 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. Has your organisation ever had any civil judgment 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 before the court?

Yes No

7. Has your organisation, or any organisation which you have had control over, 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 9A: CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made the ____ day of _____ 20__.

BETWEEN

The Ministry of Tourism, Culture and the Arts with its Head Office located at Levels 8-10, Tower C, International Waterfront Complex, 1A Wrightson Road in the city of Port of Spain in the island of Trinidad (hereinafter referred to as “MTCA”) of the One Part; and

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

1. The **Ministry of Tourism, Culture and the Arts** is considering seeking Proposals in anticipation of awarding a Contract (hereinafter called the “Contract”) for the Provision of Design-Build Services for Repairs to the Septic System at the Galera Point Lighthouse Facility.
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 Ministry of Tourism, Culture and the Arts” means _____ and the legal successors in title to this entity.

“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
- b) lawfully and otherwise than in consequence of any improper conduct; or
- c) 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
- d) 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 Ministry of Tourism, Culture and the Arts; or
- e) is not the subject of any prior or concurrent obligation of confidentiality owed to Ministry of Tourism, Culture and the Arts by the party disclosing or using the same or by any of its Agents to Ministry of Tourism, Culture and the Arts; or
- f) 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 Ministry of Tourism, Culture and the Arts 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 Ministry of Tourism, Culture and the Arts to 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 Ministry of Tourism, Culture and the Arts 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

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RFP Date: 30TH AUGUST, 2024

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 Ministry of Tourism, Culture and the Arts 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 Ministry of Tourism, Culture and the Arts; 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 Ministry of Tourism, Culture and the Arts for the Contract, and any necessary correspondence, discussions or negotiations with the Ministry of Tourism, Culture and the Arts 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 Ministry of Tourism, Culture and the Arts 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 Ministry of Tourism, Culture and the Arts 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.

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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.

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 Ministry of Tourism, Culture and the Arts 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 Ministry of Tourism, Culture and the Arts 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 Ministry of Tourism, Culture and the Arts between the Ministry of Tourism, Culture and the Arts 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 Ministry of Tourism, Culture and the Arts 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 Ministry of Tourism, Culture and the Arts requests by notice in writing, to return forthwith the Material Information to the Ministry of Tourism, Culture and the Arts 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 Ministry of Tourism, Culture and the Arts that any destruction requested has been carried out, provided that:-

The Contractor/Supplier/Consultant shall not be obliged to return or destroy or

- i. 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 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 they 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 Ministry of Tourism, Culture and the Arts 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 Ministry of Tourism, Culture and the Arts and the Contractor/Supplier/Consultant respectively.

For and on behalf of
Ministry of Tourism, Culture and the Arts

Witness

Signature.....
Name.....

Signature.....
Name.....

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Title.....

Title.....

Date.....

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

Witness

Signature.....

Signature.....

Name.....

Name.....

Title.....

Title.....

FORM 10A: SAMPLE BANKER'S REFERENCE LETTER

Date:

PRIVATE AND CONFIDENTIAL

Ministry of Tourism, Culture and the Arts
Level 8-10, Tower C, International Waterfront Complex
1A Wrightson Road
Port of Spain

Dear Madam:

(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) _____

B. SAMPLE FORMS – COMMERCIAL PROPOSAL

- Form 1B: Commercial Proposal Submission Form
- Form 2B: Price Schedule
- Form 3B: Breakdown of Price Per Activity
- Form 4B: Breakdown of Remuneration Per Activity

Note: The Proponents must fill in the appropriate information in the enclosed forms and submit these forms with the Proposal. *Failure to submit these forms, completed as instructed in the RFP, may result in the Proponent's submission not being further considered.*

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FORM 1B: COMMERCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: [*Name and address of Client*]

Ladies/Gentlemen:

We, the undersigned, offer to provide [*Name of Services*] Services in accordance with your Request for Proposal dated [*Date*] and our Proposal (Technical and Commercial Proposals submitted in a sealed envelope). Our attached Commercial Proposal is proposed 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 Commercial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the **one hundred and twenty (120) days** validity period of the Proposal.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorised Signature:

Name and Title of Signatory:

Name of Firm:

Address:

FORM 2B: PRICE SCHEDULE

Date:

To: The Permanent Secretary, Ministry of Tourism, Culture and the Arts

Provision of Design-Build Services for Repairs to the Septic System at the Galera Point Lighthouse Facility

I/WE, for and on behalf of **THE UNDERSIGNED TENDERER**, having examined ALL the RFP requirements and bidding documents, fully understand (i) the extent and character of the works covered by the RFP; (ii) the location, arrangements, and specified requirements of the services; (iii) conditions relative to capacity, experience, and delivery of resources; and (iv) any and all other factors and conditions affecting or which may be affected by the services.

HEREBY PROPOSE to furnish all the requirements/required information/documentation in accordance with the RFP and the bidding documents specifications hereto (or any modification thereof) for and in consideration of the price stated herein.

HEREBY WARRANT that the price stated herein is valid for a period of one hundred and twenty (120) days.

Note: The proponent is to submit a quotation for the required repairs to the existing septic system, upgrade of the concrete septic tank and construction of a new soak away. This quotation must be in accordance with the recommendations made in the proponent’s assessment report. The quotation should not exceed the fixed provisional sums provided in the table below. Ample supporting information must be submitted to justify the quotation.

No.	Scope Item Name	Price (TTD\$)
1.	<ul style="list-style-type: none"> Preliminaries – Mobilization, Safety, Security, Power Supply, and Housekeeping 	
2.	<ul style="list-style-type: none"> Excavation of Grounds surrounding Septic System Backfilling and Compaction of Grounds surrounding Septic System 	
3.	<ul style="list-style-type: none"> Isolation of Existing Septic System Assessment of External of Septic System 	

No.	Scope Item Name	Price (TTD\$)
4.	• Assessment of Internals of Septic System	
5.	• Construction of New Septic Tank Cover	
6.	• Assessment Report and Drawings	
7.	• Repairs to Existing Septic System (Provisional Sum)	100,000.00
8.	• Upgrade of Concrete Septic Tank and Construction of New Soak Away (Provisional Sum)	100,000.00
9.	• Recommissioning and Testing of Repaired Septic System	
10.	• Demobilization	
11.	• Preparation and Submission of Handover Dossier	
12.	• Project Management and Coordination	
Subtotal		
Contingencies (10%)		
Subtotal		
VAT (12.5%)		
Total		

Total in Words (VAT Inclusive):

Signature of Duly Authorised Representative

Name of Signatory (block letters) Tenderer

Bid Date

Signatory Designation

NAME, ADDRESS, AND STAMP OF FIRM/ORGANISATION:

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BREAKDOWN OF COST FOR REPAIRS TO EXISTING SEPTIC SYSTEM

MATERIAL COSTS

Proposed Scope Item No.	Proposed Scope Item	Equipment and/or Materials required to execute Proposed Scope Item	Total Equipment and/or Material Cost per Proposed Scope Item (TTD\$)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

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LABOUR COSTS

No.	Category of Worker	Daily Rate (TTD\$)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

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FORM 3B: BREAKDOWN OF PRICE PER ACTIVITY

Activity No.	Description	Person Hours	Amount (TT\$)
	Grand Total		

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FORM 4B: BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____	
Names	Position	Input ¹	Amount
Regular staff			
Consultants			
Grand Total			_____

¹ Staff months, days, or hours as appropriate.

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Request for Proposal Documents

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Appendix I

RFP ACKNOWLEDGEMENT FORM

Ministry of Tourism, Culture and the Arts
Level 8-10, Tower C, International Waterfront Complex
1A Wrightson Road
Port of Spain

ATTENTION: Permanent Secretary

Dear Madam,

Subject: MTCA/F 08B-2024 – Request for Proposal for the Provision of Design-Build Services for Repairs to the Septic System at the Galera Point Lighthouse Facility

We acknowledge receipt of the above referenced Request for Proposal (RFP) and “will/will not” be submitting a Proposal by the due date.

We confirm that the Proposal that we will submit shall be valid for a period of **one hundred and twenty (120) days** from the closing date for the submission of the RFP.

Yours faithfully,

Signature _____
Name _____

Date _____
Title _____

All communications regarding this Request for Proposal should be sent to the undersigned who is responsible for our Tender.

Signature _____
Name _____
Title _____
Company _____
Company _____
Address _____

Date _____
Direct Tel No _____
Email Address _____
Co. Tel. No _____
Mobile Tel _____

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Appendix II

CLIENT REFERENCE FORM

PART A <i>(To be completed by the Proponent)</i>	
Provider Name	
Project Location	
Project Description	
Reference Company	
Reference Name/Designation	
Reference Direct Contact Phone	
Reference Direct Contact Email Address	

PART B <i>(To be completed by the Proponent)</i>	
Project Contract Scope	
Assignment Start Date	
Assignment Completion Date	
Reasons for Delays (project start and/or finish)	
Reasons for Variations (contractual changes)	

Signature (Proponent's Duly Authorised Representative): _____ Date: _____

PART C (To be completed by the Proponent's Client Reference)					
Performance Indicators (Please tick appropriate box)	Poor	Fair	Satisfactory	Very Good	Excellent
How would you rate the quality of the services provided?					
How would you rate the quality of the finished product?					
How would you rate the provider's response time in addressing your requests or queries?					
How would you rate the provider's professional interaction with representatives of your organisation?					
How would you rate the overall performance of the service?					

General comments:

.....

.....

.....

.....

.....

Signature: _____

Date: _____

Stamp