



Ministry of Works and Transport

TENDER DOCUMENT

Provision of Security Services for the Ministry Of Works and Transport (MOWT) Head Office, 2-4 London Street, Port-Of-Spain, The Offices At Sackville Street, Port-Of-Spain, (District Administrative Offices), The Maritime Service Division – Clarence House, 127 Duke Street, Port-of-Spain And The Eight (8) Compounds Of the Highways Division of the Ministry.

Contract Number

Locations

1. Head Office , Port-of-Spain
2. Sackville Street, Port-of-Spain
3. Maritime Service Division – Clarence House, 127 Duke Street, Port-of-Spain
4. Beetham Stockpile, Highways Division
5. Woodford Lodge, Highways Division
6. Victoria East District Office, Works Office, Matilda, Highways Division
7. Caroni District Office, St. Ives Street, Chaguanaas, Highways Division
8. Rio Claro Works Complex, Highways Division Highways Division
9. Victoria West District Office, Corinth, Highways Division
10. Transport depot, located 0.5km mark San Francique Road, Penal (opposite Dundees bar), Highways Division
11. Programme Management and Evaluation Unit (PMEU), Interchange Office, Corner CRH/UBH Highways Division

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Initials of Signatory of Tenderer.....

**FORM
OF
TENDER**

FORM OF TENDER

Tender of:

.....

For the: **Provision of Security Services for the Ministry Of Works and Transport (MOWT) Head Office, 2-4 London Street, Port-Of-Spain, The Offices At Sackville Street, Port-Of-Spain, (District Administrative Offices), The Maritime Service Division – Clarence House, 127 Duke Street, Port-of-Spain And The Eight (8) Compounds Of the Highways Division of the Ministry.**

To: Named Procurement Officer
Procurement Unit
Ground Floor
Ministry of Works & Transport
2-4 London Streets,
Port-of-Spain

Sir / Madam,

1. Having examined the Tender Documents for the above named Works and having, also, inspected the site/s of the Works, we offer to perform the said Works in full conformity with the said Tender Documents for sums in Trinidad and Tobago dollars as detailed below:

Total Contract (12 months) in the first instance (In Words)

.....

Total (12 months) \$..... + Value Added Tax \$..... =
\$.....

2. Unless and until the Agreement is prepared and executed, this Tender together with your written "Notice of Award of Contract" hereof, shall constitute a binding Contract between us and the Employer, the rights and obligations provided for in the Contract shall become effective and binding upon our submission of the Performance Security of ten (10) percent and its acceptance by the Employer.

3. We further agree to commence our duties on the date specified in the “Notice to Proceed” from the Employer and to execute the said duties in the manner set forth on the Tender Documents.
4. This Tender is submitted without collusion with any other Tenderer. We have exercised our own judgment regarding the information required to prepare and submit this Tender and have utilized all the data which we believe pertinent from the Employer, and other sources in arriving at our conclusions.
5. We agree to abide by this Tender for a period of one hundred and twenty (120) calendar days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before expiration of that period.
6. We understand that you are not bound to accept the lowest or any Tender you may receive.

We are,

Sir / Madam,

Yours faithfully,

..... (Signature of Tenderer)*

..... (Name of Signatory)

Block Letters

..... (Name of Company)

..... (Address in full)

.....

..... (Date)

*Note In case of a Tender by a Firm or Company, the signature of a person fully authorized by the Firm or Company to sign on behalf of the Firm or Company.

**FORM
OF
AGREEMENT**

FORM OF AGREEMENT

THIS AGREEMENT is made in duplicate thisday of.....in the year....., between the **Permanent Secretary** (hereinafter called "the Employer") of the one part and of

in the country of (hereinafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous that **Provision of Security Services for the Ministry Of Works and Transport (MOWT) Head Office, 2-4 London Street, Port-Of-Spain, The Offices At Sackville Street, Port-Of-Spain, (District Administrative Offices), The Maritime Service Division – Clarence House, 127 Duke Street, Port-of-Spain And The Eight (8) Compounds Of the Highways Division of the Ministry. For a period of one (1) year** should be provided by the Contractor and has accepted a bid by the Contractor for provision of services in the sums for:

Total Contract (12 months) (TT\$) + VAT (TT\$)

NOW THIS AGREEMENT WITNESSETH as follows:

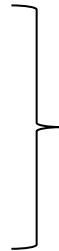
1. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - a. Form of Tender
 - b. Form of Agreement
 - c. Instructions to Tenderers
 - i. Scope of Works
 - ii. Conditions of Contract
 - d. Schedules
 - e. Summary Cost Schedules
 - f. The Notice of Award of Contract

3. In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to provide, execute and complete the works in conformity in all respects with the provision of specifications, scope of works or services.

4. The Employer hereby covenants to pay the contractor in consideration of the goods or services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provision of the Contract.

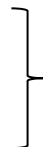
IN WITNESS WHEREOF the parties hereto have executed this Agreement to be executed in accordance with the laws of the Republic of Trinidad and Tobago or equivalent the day and year first above written.

SIGNED by the within-named,
the Permanent Secretary in the Ministry of Works
and Transport for and on behalf of the Government
of the Republic of Trinidad and Tobago in the
presence of: -



Signature:
Name:
Position:
Address:

SIGNED by
.....
.....



in the presence of: -

Signature:
Name:
Position:
Address:

INSTRUCTIONS
TO
TENDERERS

INSTRUCTIONS TO TENDERERS

A GENERAL

1. General

Tenderers are advised to carefully read all instructions as failure to comply may result in the rejection of their tender.

- 1.1 Tenderers are advised to visit the sites to observe the layouts of the premises in order to determine the conditions under which work would be carried out as no claim on the grounds of lack of knowledge of any such matters would be entertained.
- 1.2 The Contract will be for a term of one (1) year in the first instance.
- 1.3 Tenderers must provide the following in their tender: -
 - a) The full name, signature, position and business address of the Tenderer;
 - b) Signature of the person making the offer, or in the case of a company, partnership or business firm, by the duly authorized officer or employee of such company, partnership or business firm;
 - c) The initials of the person making any offer must be inserted next to any alterations or erasures made or in the case of a company, partnership or business firm, by the duly authorized officer or employee of such company, partnership or business firm;
 - d) The completed 'Summary Cost Schedule' and 'Tender Form' provided with the Tender Documents; all overheads or other costs are to be included in the rates stated in the Summary Cost Schedule.
 - e) The 'Summary Cost Schedule' must include an estimated monthly cost, taking into consideration public holidays.
 - f) A profile of the company which must include: -
 - i) A brief description or Profile of the Company together with a general Organization Chart showing a structure capable of supporting the needs of the service. Executive Directors – length of service with the firm;
 - ii) Technical Capabilities:
 - a. CV's signed and dated for Key Personnel (including proposed supervisory staff) showing - position, qualification, length of service with the firm. Personnel must have experience in the provision of security services.
 - b. Resources – Equipment, vehicles, tools, etc.;

- iii) Administrative Capability (Recruitment, Disciplinary Procedures and Performance Appraisal)
- iv) Previous and present clients and permission to refer to clients;
- v) Financial Capability:
 - a. Audited Financial Statements for three (3) most recent years available over the period 2019 to 2021.
 - b. A statement advising whether there is any litigation affecting completion operation of any project pending against the proponent, and if there is such litigation, name(s) of court(s), and incumbent(s).
 - c. A statement advising whether or not the proponent and/or any Joint Venture participant or any of their principals, officers, or directors have been involved in any bankruptcy proceeding in the past seven (7) years.
- vi) Certificate of Registration Pursuant to the Companies Act 1995 or evidence of Registration of Business name and Pursuant to the Names Act, as appropriate; and
- vii) Approval of the Ministry of National Security to operate a Protective Security Agency;

1.4 Tenders must be accompanied by:-

- i) Value Added Tax and Income Tax Clearance Certificates issued by the Board of Inland Revenue and dated not more than six (6) Months prior to the closing date of tender;
- ii) The law prescribes that Income Tax and Value Added Tax Clearance Certificates (where applicable) must accompany tenders. Failure to do so will result in your tender not being considered.
- iii) A valid National Insurance Compliance Certificate issued in accordance with the National Insurance Act.

1.5 Your tender must provide the following information

- i. Works of recent experience of a similar nature with references from Companies for which security services were provided and the duration of the contract. The information you will provide on each assignment should indicate, inter alia, the nature of the contract and the contract sum.
- ii. A brief description of the Contractor's organization.

B TENDER DOCUMENTS

2 Contents of Tender Documents

2.1 The set of Tender Documents issued for the purpose of soliciting tenders, includes:

1. Brief Description of Works
2. Instructions to Tenderers
3. Conditions of Contract
4. Draft form of Agreement
5. Tender Form
6. Summary Cost Schedule

One set of Documents shall be issued to Tenderers. After completing the Document, Tenderers shall return the **Original Unaltered Tender Document (plus the required supplementary information) and one (1) copy** to the place of submission of Tenders on or before the closing date of Tenders.

2.2 The Tenderer is expected to carefully examine all instructions, conditions, forms and terms. Failure to comply with the requirements of Tender submission will be at the Tenderer's own risk.

3 Clarification of Tender Documents

3.1 A prospective Tenderer requiring any clarification of the Tender Documents may notify the Employer in writing via electronic mail at the Employer's address indicated in the invitation to Tender. The Employer will respond in writing or by electronic to any request for clarification, which he receives earlier than five (5) days prior to the deadline for submission of Tenders. The Employer will send written instructions and clarifications to all prospective Tenderers who have received Tender Documents in the form of Addenda (including a description of the enquiry but without identifying its source) prior to receiving Tenders and where required a copy of each addendum shall be executed by the Tenderer and submitted with the Tender. Oral interpretations shall not: (a) be made to any Tenderer as to the meaning of any of the Tender Documents, or, (b) modify any provisions of the Tender Documents.

3.2 Such answers, as are necessary, shall be given as a matter of assistance to the Tenderer but they shall not be construed as adding to or taking away from or otherwise altering the meaning and intent of the Tender Documents, and/or the Tenderer's obligations thereunder, unless such answers are in writing and signed by the Employer.

4 Amendment of Tender Document

4.1 At any time prior to the deadline for the submission of Tenders, the Employer may, for any reasons, whether at his own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender Documents by the issuance of an Addendum.

4.2 The Addendum will be sent in writing to all prospective Tenderers who have acquired the Tender Documents and will be binding upon them. Prospective Tenderers shall promptly acknowledge receipt thereof by submitting the said acknowledgement in writing to the Employer.

4.3 In order to afford prospective Tenderers reasonable time in which to take an Addendum into account in preparing for their tenders, the Employer may, extend the deadline for the submission of Tenders.

4.4 No alterations in the text of the Bill of Quantities shall be made by the Tenderer, unless instructed in writing by the Named Procurement Officer, Procurement Uni. Any unauthorized alteration, amendment, note or additions made to the Bill of Quantities by the Tenderer shall be ignored and only the reading of the printed text will be recognized. If the Tenderer wishes to make an observation as to the printed text in connection with the rates he has inserted, he shall do so in the form of a letter submitted with his Tender.

4.5 The Tenderer shall not add to the listed items in the Schedules contained in the bill of Quantities nor combine any of the items.

4.6 Tender Documents are not transferable. They shall be filled in, signed and submitted by the person, company or firm in whose favour they have been specifically issued by the Employer or application.

5 Acceptance

5.1 The Permanent Secretary, Ministry of Works and Transport reserves the right to reject any or all Tenders, without limiting the generality of the foregoing. A Tender will be summarily rejected if it is conditional, is incomplete, obscure or irregular, and has erasures or corrections not initialled in the Form of Tender. The Employer may cancel this Tender or accept or negotiate any Tender in whole or in part, at the Employer's sole discretion.

5.2 The Permanent Secretary, Ministry of Works and Transport reserves the right to reject any Tender which does not provide satisfactory evidence that the Tenderer has the physical and financial resources to complete the Contract.

5.3 The Permanent Secretary, Ministry of Works and Transport reserves the right to accept or reject any Tender, and to annul the Tendering process and reject Tenders, at any time prior to Award of Contract, without incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.

5.4 The Permanent Secretary, Ministry of Works and Transport may declare the Tendering void when none of the Tenders meet the intent of the specifications or when it is evident that there has been a lack of competition and/or that there has been collusion. In addition, all Tenders may be rejected if they are substantially higher than the official budget approved. Individual Tenders may be rejected in cases where the particular Tender is so much lower than the official estimate that it is reasonable to conclude that the Tenderer will not be able to supply within the specified time and at the price offered.

5.5 The Permanent Secretary, Ministry of Works and Transport does not bind itself to accept the lowest or any offer or to reimburse Tenderers for any expenses incurred in Tendering.

6 Cancellation of Tenders

- 6.1 The Permanent Secretary, Ministry of Works and Transport reserves the right to cancel the bidding process in its entirety or even partially without defraying any costs incurred by any firm.

7 Performance Deposit/ Bond

- 7.1 The successful tenderer will be required to pay to the Permanent Secretary, Ministry of Works and Transport a Performance Deposit of ten percent (10%) of the value of the contract or alternatively provide a Performance Bond in the same amount within fourteen (14) days of the notification of the award as a guarantee for the proper performance of the contract. This Deposit will be refunded or Bond released upon satisfactory completion of the contract;
- 7.2 Failure to pay the Performance Deposit /Bond within the stipulated period may result in the contract being declared null and void.
- 7.3 The Performance Deposit will be refunded or Bond released on satisfactory completion of the contract.

C Preparation of Tenders

8 Documents Comprising Tender

- 8.1 The Tender to be prepared and submitted by the Tenderer shall comprise the following:
- The Form of Tender
 - The Bill of Quantities
 - The Schedule of Supplementary Information and any other information required to be completed and submitted in accordance with the Instructions to Tenderers embodied in these Tender Documents.

The Forms, Bill of Quantities and Schedules provided in these Tender Documents shall be used without exception.

8.2 Tenderers are expected to examine all terms and instructions included in the documents. All information requested in the tender documents must be provided. Failure to do so will be at the Tenderers own risk and may result in rejection of the tender.

9 Cost of Bidding

9.1 The tenderer shall bear all cost associated with the preparation and the submission of the bid. The Ministry will not in any case be responsible or liable for these costs regardless of the conduct or outcome of the tendering.

10 Tender Prices

10.1 The rates and prices quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to any change.

11 Currency of Tender and Payment

11.1 The unit rates and prices shall be quoted by the Tenderer entirely in Trinidad and Tobago currency (TT\$).

12 Tender Validity

12.1 Tenders shall remain valid and open for acceptance for a period of One Hundred and Twenty (120) days after the date of Tender opening, or as otherwise stated in the Letter of Invitation or Tender Notice.

12.2 In exceptional circumstances, prior to expiration of the original offer validity period, the Employer may request of the Tenderer, a specified extension in the period of the validity. The request and responses thereto shall be made in writing.

13 Site Visit

13.1 Tenderers are advised to visit the site/surroundings and obtain all necessary information for preparation of Tender. The costs of visiting the sites shall be at the Tenderers own expense.

D Submission of Tenders

14 Format and Signing of Tenders

14.1 The Tenderer shall complete one original of the documents comprising the Tender.

- 14.2 The Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to bind the Tenderer to the Contract.
- 14.3 The complete Tender shall be without alterations, interlineation, or erasures, except those in accordance with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled by the person or persons signing the Tender.
- 14.4 No Tenderer or his agent may, in any manner whatsoever, whether directly or indirectly, participate in the Tender of another for the same contract.
- 14.5 The Tender shall be made on the form supplied without any alteration therein. **One complete unaltered original** of the Tender Documents (together with supplementary information) and **one (1) copy** shall be returned with the Tender. Tenderers are required to fill in all blank spaces in the Tender Form and other Tender Documents.

Upon completion of the Tender it shall be sealed in one (1) envelope. The envelope shall be addressed to:

**The Named Procurement Officer
Procurement Unit
Ground Floor
Ministry of Works &Transport
2-4 London Street
Port-of-Spain**

and bear the following identification:

Tender for:

Ministry of Works and Transport

File No. PU 4 | 10 | 1

**Provision of Security Services for the Ministry Of Works and Transport (MOWT)
Head Office, 2-4 London Street, Port-Of-Spain, The Offices At Sackville Street,
Port-Of-Spain, (District Administrative Offices), The Maritime Service Division
– Clarence House, 127 Duke Street, Port-of-Spain And The Eight (8) Compounds
Of the Highways Division of the Ministry..**

- 14.6 The envelope should bear no identification of the Tenderer. The Tender Package shall then be dropped within the specified time and date into the assigned Tender Box.
- 14.7 Each Tenderer shall submit only one Tender. A Tenderer who submits or participates in more than one Tender shall cause all Tenders with their participation to be disqualified.

15 Deadline for Submission of Tenders

- 15.1 Bids shall be delivered at the address specified not later than the time and date specified in the Letter of Invitation or Tender Notice.
- 15.2 The Named Procurement Officer, may at her discretion, extend the deadline for submission of Tenders by issuing an addendum in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline shall thereafter be subject to the new deadline as extended.
- 15.3 Any Tender received after the deadline for submission of Tenders shall be returned unopened to the Tenderer.

16 Late Tenders

- 16.1 Any Tender received by the Employer after the deadline prescribed in the Tender Document will be rejected and returned to the Tenderer.

17 Modification and Withdrawal of Tenders

- 17.1 The Tenderer may modify or withdraw his Tender after Tender submission, provided that the modification or notice of withdrawal is received in writing by the Tenders Committee prior to the prescribed deadline for submission of Tenders.
- 17.2 The Tenderer's modification or notice of withdrawal shall be prepared, sealed, marked and delivered with the submission of Tenders, with the inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.
- 17.3 Except as stated in "CLARIFICATION OF TENDERS", no Tender may be modified subsequent to the deadline for submission of Tenders.

18 Tender Opening

- 18.1 The Tenders Committee will open the Tenders, including submissions, in the presence of Tenderers' representatives who choose to attend at the date, time and address specified in the Invitation of Tender. The Tenderers' representative who is present shall sign a register evidencing their attendance.
- 18.2 Tenders for which an acceptable notice of withdrawal has been submitted shall not be opened. The Tenders Committee will examine Tenders to determine whether they are complete, whether the documents have been properly signed, and whether the Tenders are generally in order.
- 18.3 Tenderers who fail to submit Legal and Clearance documents i.e. Compliance Certificates for VAT, TAX, and NIS will be considered unresponsive and the submitted Tender may be deemed disqualified. You are informed that Failure to include updated/valid statutory documents (VAT, Income Tax Certificate and NIS Certification) in tender packages, at the opening of tender, upon review and pre-screening, your tender submission shall be deemed as invalid and the MOWT shall not proceed with the evaluation of your tender submission having not met this requirement, iaw Section 29.3 of the PP&DPP Act of 2015.

19 Process to be Confidential

19.1 No information relating to the examination, clarification, evaluation and comparison of Tenders, and recommendations concerning the award of contract shall be disclosed to Tenderers and other person or persons not officially concerned with the tender process subsequent to the public opening of Tenders and before the announcement of the award to the successful Tenderer.

19.2 Any effort by a Tenderer to influence the Tenders Committee in the process of examination, clarification, evaluation, and comparison of Tenders, and in decisions concerning award of contract, shall result in the rejection of the Tenderers' Tender.

20 Evaluation and Comparison of Tenders

20.1 For a Tender to be completed, the Tenderer shall fill in all schedules, forms and subsidiary information, which will be taken into consideration in the evaluation of Tenders. Failure to complete all documents as required will render the Tender non-responsive.

21 Evaluation Criteria

21.1 The evaluation and award will be made considering the tenderer's capability to undertake the works and the price. The first stage of the evaluation process shall be the "Technical Evaluation" where we shall evaluate the tenderer's capability to undertake the works. The following marking system will be used:

No.	TECHNICAL EVALUATION CRITERIA	Maximum Score	Qualifying Total
1	Background Information and Organization Structure	15	7.5
2	Technical Capability	25	12.5
3	Administrative Capability	30	15
4	Experience in Similar Work and References	20	10
5	Financial Capability	10	5
	Total	100	
	<u>Minimum Total Qualifying Score required</u>		70

21.2 Tenderers may be required to attain the following in order to be shortlisted for further consideration.

- At least the minimum points for each category as indicated above.
- A minimum total score of 70 points must be attained in the “Technical Evaluation” in order to move on to the next stage, which is the financial evaluation.
- Must attain 50% to pass evaluation.

22 Correction of Errors

22.1 Tenders will be checked by the Evaluation Committee for any arithmetic error in computation and summation. Errors will be corrected by the Evaluation Committee as follows:

- (a) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
- (b) If it is found on examination of a Tender that there is any discrepancy between the total amounts inserted in the Bill of Quantities (of Tender) and the amounts arrived at by valuing the quantities set out in the Bill of Quantities at the rates set against them by the Tenderer, then the amount of the Tender shall be considered to be that amount arrived at by valuing the quantities set out in the Bill of Quantities at the rates set against them by the Tenderer, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which event the total amount as quoted will govern and the unit rate will be corrected. The Tenderer shall be directed to alter the total amount of his Tender to the amount so arrived at and if the Tenderer shall refuse to make such alteration, such Tender shall be deemed to be rejected.
- (c) Where errors are discovered after acceptance of the Tender, the errors will be adjusted by the Tenders Committee using the foregoing methods as the Tenderer would be deemed to have stood by his Tender.
- (d) The Tenderer shall not alter or otherwise qualify of the text of this Bill of Quantities. Any alteration or qualification made without the written approval of the Tenders

Committee shall be ignored and the text of the Bill of Quantities as printed shall be adhered to.

23 Acceptance or Rejection of Tenders

- 23.1 The Employer reserves the right to reject any or all Tenders, without limiting the generality of the foregoing. A Tender will be summarily rejected if it is conditional, is incomplete, obscure or irregular, has erasures or corrections not initialled in the Form of Tender and Bill of Quantities. The Employer may cancel this Tender or accept or negotiate any Tender in whole or in part, at the Employer's sole discretion.

- 23.2 The Employer reserves the right to reject any Tender which does not provide satisfactory evidence that the Tenderer has the technical, physical and financial resources to complete the Works within the specified Contract Period.

- 23.3 The Employer reserves the right to accept or reject any Tender, and to annul the Tendering process and reject Tenders, at any time prior to Award of Contract, without incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.

- 23.4 The Employer may declare the Tendering void when none of the Tenders meet the intent of the specifications or when it is evident that there has been a lack of competition and/or that there has been collusion. In addition, all Tenders may be rejected if they are substantially higher than the official budget approved. Individual Tenders may be rejected in cases where the particular Tender is so much lower than the official estimate that it is reasonable to conclude that the Tenderer will not be able to complete the works within the specified time and at the price offered.

- 23.5 The Employer does not bind itself to accept the lowest or any offer or to reimburse tenderers for any expenses incurred in tendering.

- 23.6 Any Tender which in the opinion of the Employer is so unbalanced between various unit prices in the Bill of Quantities, as to be detrimental to the interest of the Employer shall

be rejected.

24 Award Criteria

24.1 The Employer will award the contract to the Tenderer:

(a) whose Tender has been determined to be substantially responsive to the Tender Documents and who has been deemed to be technically capable to provide security services at the lowest responsive price. Once the Tenderer has met the technical requirements in Item 21, then their priced submission shall be evaluated.

(b) who has offered the lowest reasonable evaluated tender price after due consideration of Item 23.

25 Negotiation

Negotiation is an option when there is an opportunity to gain a better outcome. It should really be undertaken when it is beneficial to the organization for instance there is the likelihood of a better outcome or even it being cost effective to do so. Generally, it should take place after the offers have been evaluated and, as a result of this evaluation, a Preferred Supplier has been identified. Besides then negotiation can take place before contract signature, before any contract variation and whenever any problems arise during the operation of the contract

26 Cancellation of Tenders

26.1 The Employer reserves the right to cancel the bidding process in its entirety or even partially without defraying any costs incurred by any firm.

27 Notification of Award

27.1 Prior to the expiration of the period of tender validity prescribed by the Employer, the successful Tenderer will be notified of the acceptance of the Tender by “Letter of Award” from the Employer in writing, mailed and delivered to the address designated in the Tender. No other act of the Employer shall constitute the acceptance of a Tender.

27.2 In accordance with the PP&DPP Act, *Section 35 (2) "A procuring entity shall promptly notify each supplier or contractor who presented submissions of its decision to accept the successful submission at the end of the standstill period"*.

27.3 1. Request for additional debriefing once the Standstill Period has commenced - "Proponents are advised that once the letter of intent to award (Decision to Award) has been received from the MOWT, the reasons whereby the recommendations of the potential for award, to the respective tenderer will be identified. Similarly, the reasons whereby a tenderer may have been deemed unsuccessful will also be indicated. During the Standstill Period of ten (10) working days, any proponent in receipt of a "Letter of Intent to award", may request additional information regarding the outcome of the evaluation proceedings regarding their tender submission. This request must be formally submitted in writing to the Named Procurement Officer, Ministry of Works and Transport (MOWT) via email to procurement@mowt.gov.tt. A response shall then be prepared and submitted in return via the electronic email forum. Should the proponent still be unsatisfied with the MOWT's response, the matter may then be referred to the Office of Procurement Regulation (OPR).

28 Execution of Agreement

28.1 The successful Tenderer will be required to execute an Agreement, after having submitted evidence of having entered into the required Performance Security and Retention Bond as stated in the Appendix to Tender, such Agreement to be prepared at the cost of the Employer. Obligations by and between the Parties shall become binding only upon the execution of the Agreement.

29 Commencement of Work

29.1 The commencement of work shall be as identified in Item 3 of the Form of Tender.

30 Compliance with the Law

30.1 The Contractor shall comply in every respect with all applicable laws, regulations of the Republic of Trinidad and Tobago.

**CONDITIONS
OF
CONTRACT**

CONDITIONS OF CONTRACT

1.0 Contractor's Responsibilities:

- i) The successful tenderer will be required to set up the necessary system to exercise control over persons entering and leaving the office as well as provide security for the Division's personnel, plant and equipment;
- ii) The service to be provided would be for the duration stipulated and be of acceptable quality;
- iii) The successful tenderer will be fully responsible for security of the premises and the maintenance of law and order;
- iv) The successful tenderer will be fully liable for any theft or losses on the compound, while it is in their possession.
- v) The successful tenderer will be required to provide their staff cell phones for internal communications and would be expected to communicate with the Protective Services (e.g. Fire, Police) especially in the event of emergencies, and
- vi) The Contractor will be required to:
 - 1. Log all reports made regarding all security matters;
 - 2. Ensure that no one enters the Compound without the appropriate authorization;
 - 3. Monitor the public to observe and take action against all acts of vandalism or illegal activities being conducted;
 - 4. Prevent entry onto the compound of unauthorized personnel (vendors, vagrants etc.) and illegal activities within the Compound;
 - 5. Conserve and take action to prevent acts of vandalism, theft of property or threats on the Compound, and
 - 6. Direct visitors in accordance with the instruction of the employer.

1.1 The Contractor's Obligations

The successful tenderer will be required to carry out the following obligations throughout the duration of this Contract:

- i) That they shall perform the required services in good and workmanlike manner provided that all work performed shall be carried out to the satisfaction of the Permanent Secretary or any official designated by him;
- ii) To ensure that any services provided by the Contractor shall be carried out in such a manner as to cause the minimum of inconvenience and disruption to the users of the said institution;
- iii) At its own cost to furnish all equipment, supplies, materials, labour and any other item necessary or convenient for the proper provision of the "required services";
- iv) To ensure that all its equipment for use in providing the services are in good working condition and fully operational;
- v) To warrant that all security officers and other personnel employed in the performance of the Contractor's duties hereunder have been or would have been subjected to a thorough medical inspection and assess fit for their duties;
- vi) That it shall provide competent personnel to carry out the required services;
- vii) At all times to enforce strict discipline and good order among its employees;
- viii) To replace any of its personnel whose presence is regarded by the Employer as undesirable or detrimental to stability and/or good order at the said institution, and
- ix) That the Contractor shall not assign in whole or in part any of its obligation under this Contract without the prior written consent of the Employer, provided that such consent shall not be unreasonably withheld and provided further that such consent shall not relieve the Contractor of any liabilities or obligations under the terms and conditions of the Contract.

1.2 The Employer's Obligations

- i) That it is entitled to and that it will grant to the Contractor and its servants, agents and/or personnel full and free access to enter upon the said institution whether by night or day for the purpose of performing the required services;
- ii) That the Contractor, its servants and/or agents and personnel shall be deemed to enter as licensees under this Contract;
- iii) That the Contractor its servants, agents and personnel shall be permitted to remain upon or in any of the said institution from time to time and for so long as may be necessary for carrying out its obligations herein and/or performing any of the required services;
- iv) That for the purpose of and incidental to the performance of the required services by the Contractor the Employer shall permit any person or persons engaged by the Contractor to enter upon the said institution and to bring upon and into the said institution all such materials, equipment, machines and items as may be required for the performance of the obligations herein reserved;
- v) That the Employer will notify the relevant personnel in the said institutions of the nature of this Contract and the role of the Contractor and use its best efforts to ensure the cooperation of such personnel;
- vi) To use its best efforts to provide the Contractor with a site plan showing all site facilities including buildings, paved area, fences and walkways.
- vii) So soon as may be practicable to provide the Contractor with an inventory of all furniture, equipment, machines tools and fixtures in or belonging to the said institution, and
- viii) The Employer may at any time during the performance of this Contract make alternations in or omission from the required services and if the Employer shall give notice thereof in writing to the Contractor, the Contractor shall alter, add to or omit as the case may require and the value of such extras, alterations, additions or omissions shall in all cases be agreed between the Parties and the amount thereof shall be added to or deducted from the Contract price or monies owing and due to the Contract as the case may be.

1.3 Termination by Contractor

The Contractor may at any time prior to the end of the Contract period terminate the Contract by giving to the Employer thirty (30) days notice in writing.

1.4 Termination by Employer

- i) The Employer may at any time prior to the end of the contact period terminate the contract herein by giving to the Contractor thirty (30) days notice and on such determination all rights and advantages reserved to the Contractor by this agreement shall cease;
- ii) Without prejudice to the foregoing sub-clause, should the Contractor misconduct himself, work unsatisfactorily, go into liquidation whether voluntarily or compulsory or for any other just cause, the Employer reserves the right to terminate this Contract at any time by giving to the contractor thirty (30) days notice in writing. In the event of such termination, the Contractor shall be entitled to receive only a reasonable proportion of the monies to be assessed on a proportional basis, and
- iii) Where the Contractor is in breach of a term or condition of this Contract the Employer may, by written notice require the Contractor immediately to remedy the breach within seven (7) days of the date of the said notice. Where the Contractor fails to comply with a notice, the Employer is entitled to terminate the Contract by giving the Contractor fourteen (14) days notice in writing.

1.5 Liability and Indemnity

The Contractor shall be liable for and shall keep the Employer, its servant and/or agents indemnified against all claims for damages or compensation in respect of:

- i) Personal injuries or death to persons (including but not limited to employer of the contractor or the Employer), and
- ii) Loss or damage of each and every kind to the property of any person arising out of or in connection with the services performed by the Contractor provided however, that the

Contractor shall be under no liability whatsoever in respect of loss or damage or injury caused by the wilful default or negligence of Employer, its servants or agents.

1.6 Governing Law and Arbitration

- i) Any dispute between the parties hereto as to matters arising pursuant to this Contract which cannot be settled amicably shall after thirty (30) days written notice by either party to the other be referred to an arbitrator agreed to for that purpose, and
- ii) Any such arbitration shall be conducted in the Republic of Trinidad and Tobago in accordance with provisions of the Arbitration Act Chap. 5:01 or any modifications or re-enactment thereof.

1.7 Liability of the Permanent Secretary

- i) The Permanent Secretary, Ministry of Works and Transport shall in no way be held personally liable for anything arising under this Contract.

1.8 Insurance

- i) The Contractor shall insure its security staff and other personnel engaged in the performance of this Contract against injury sustained by them in the course of carrying out their duties herein and unless such injury shall be due to the act, neglect or default the Employer against all actions, claims and demands in respect of such injury;
- ii) The Contractor shall continue such insurances during the course of the Service and shall, prior to the commencement of the required services and at any time during the course hereof, produce to the Employer such policies or certificates of insurance evidencing that the said insurance coverages are in effect, and
- iii) The Contractor shall promptly notify the Employer in writing of any cancellation of material alterations, such notification being not less than ten (10) days prior to the said cancellation or material alteration of the insurance policy.

1.9 Force Majeure

In the event of any strike, lock out, enemy action, hostilities, riot, civil commotions or any other circumstances (whether or not of a similar nature to the foregoing) over which the Contractor has no control which causes the cessation of or substantial delay in the delivery of services to the Employer, the Contractor shall forthwith suspend all services until such circumstances have ceased and the Employer shall not be liable to make any payment in respect of the period of such suspension **PROVIDED** that at any time during the period of such suspension either party may serve upon the other fourteen (14) days' notice of termination in writing unless the services shall have been resumed before the expiration of such notice this Contract shall terminate in accordance with such notice.

1.10 Billing / Payment

- i) The Contractor shall bill the Employer monthly within (7) days after the last day of each month. **Invoices are to be delivered to the following specific locations.**
 - **Head Office and Sackville Street, MOWT - General Administration 1st Floor, 2-4 London Street, Port-of-Spain**
 - **Maritime Services Division - Director Maritime Services Division, Clarence House, 127 Duke Street, Port-of-Spain**
 - **Highways Division – Director of Highways, Highways Division, 2nd Floor, 2-4 London Street, Port-of-Spain**
 - **PMEU – Programme Accountant, #41-43 Sackville Street, Port-of- Spain**
- ii) Within fifty-six (56) days of receipt of a bill, payment shall be made to the Contractor unless the services performed are found to be unsatisfactory to the Employer;
- iii) If the execution is found to be unsatisfactory the Employer shall inform the Contractor of the details of such unsatisfactory services within fifteen (15) days of receipt of the said bill, and
- iv) Within five (5) days of receipt of such notice or in any event as soon as is practicable the Contractor shall provide the required services and inform the Employer of the completion of such services by giving notice to that effect and upon such satisfactory completion of

required services and upon notification of same by the Contractor payment is to be made by the Employer within ten (10) days thereof.

SCHEDULES

SCHEDULES

- Schedule 1 - Valid Income Tax Clearance Certificate
- Schedule 2 - Valid Value Added Tax Clearance Certificate
- Schedule 3 - NIS Compliance Certificate
- Schedule 4 - Background Informational & Organizational Structure
- Schedule 5 - Technical Capability
- Schedule 6 - Administrative Capability
- Schedule 7 - Relevant Experience
- Schedule 8 - Financial Capability
- Schedule 9 - Certificate of Registration
- Schedule 10 - Approval of the Ministry of National Security
- Schedule 11 - Proof of registration with the OPR Procurement Depository

SCHEDULE 1

Valid Income Tax Clearance Certificate

SCHEDULE 2

Valid Value Added Tax Clearance Certificate

SCHEDULE 3

NIS Compliance Certificate.

SCHEDULE 4

Background Information and Organizational Structure

SCHEDULE 5

Technical Capability

SCHEDULE 6

Administrative Capability

SCHEDULE 7

Relevant Experience

SCHEDULE 8

Financial Capability

SCHEDULE 9

Certificate of Registration

SCHEDULE 10

Approval of the Ministry of National Security

SCHEDULE 11

Proof of Registration on the
OPR Procurement Depository

**BRIEF DESCRIPTION
OF WORKS**

BRIEF DESCRIPTION OF WORKS

1.0 SCOPE OF WORKS

The Scope of Works which are to be provided by the successful service provider for the **Provision of Security Services for the Ministry Of Works and Transport (MOWT) Head Office, 2-4 London Street, Port-Of-Spain, The Offices At Sackville Street, Port-Of-Spain, (District Administrative Offices), The Maritime Service Division – Clarence House, 127 Duke Street, Port-of-Spain And The Eight (8) Compounds Of the Highways Division of the Ministry For a period of one (1) year** are undermentioned and it is to be noted that these are to be provided for each compound:

A. Head Office, at 2-4 London Street, Port of Spain

- i. Two (2) Armed Officers, Monday to Friday, 6:00am to 6:00pm and 6:00pm to 6:00 am (Twenty-Four Hours) on Sixth Floor
- ii. One (1) Unarmed Officer, Monday to Friday, 6:00am to 6:00pm on Fifth Floor
- iii. One (1) Unarmed Officer, Monday to Friday, 6:00am to 6:00pm on Fourth Floor
- iv. One (1) Unarmed Officer, Monday to Friday, 6:00am to 6:00pm on Third Floor
- v. One (1) Unarmed Officer, Monday to Friday, 6:00am to 6:00pm on Second Floor
- vi. One (1) Unarmed Officer, Monday to Friday, 6:00am to 6:00pm on First Floor
- vii. Three (3) Unarmed Officers, Monday to Friday, 6:00am to 6:00pm and 6:00 pm to 6:00 a.m. (Twenty-Four Hours) Ground Floor
- viii. One (1) Armed Officer, Monday to Friday, 6:00am to 6:00pm and 6:00 pm to 6:00 a.m. (Twenty-Four Hours) Ground Floor
- ix. One (1) Armed Officer, Monday to Friday, 6:00am to 6:00pm and 6:00 pm to 6:00 a.m. (Twenty-Four Hours) in Basement
- x. One (1) Unarmed Officer, Monday to Friday, 6:00am to 6:00pm on Basement Ramp
- xi. One (1) Unarmed Officer, Monday to Friday, 6:00am to 6:00pm on General Patrol
- xii. One (1) Unarmed Officer, Monday to Friday, 6:00am to 6:00pm on Supervision (Supervisor)
- xiii. One (1) Armed Officer, Weekends and Public Holidays, 6:00am to 6:00pm and 6:00pm to 6:00 am (Twenty-Four Hours) on Sixth Floor
- xiv. One (1) Armed Officer, Weekends and Public Holidays, 6:00am to 6:00pm and 6:00pm to 6:00 am (Twenty-Four Hours) on Ground Floor
- xv. One (1) Armed Officer, Weekends and Public Holidays, 6:00am to 6:00pm and 6:00pm to 6:00 am (Twenty-Four Hours) in Basement
- xvi. Three (3) Unarmed Officers, Weekends and Public Holidays, 6:00am to 6:00pm and 6:00pm to 6:00 am (Twenty-Four Hours) on Ground Floor

B. Sackville Street, Port of Spain - District Administrative Offices of the MOWT

- i. One (1) Unarmed officers 6am to 6 pm Mondays to Fridays on Ground Floor

- ii. One (1) Unarmed officer 6 am to 6 pm Mondays to Fridays on Fifth Floor
- iii. One (1) Unarmed Officer, Monday to Friday, 6:00am to 6:00pm and 6:00 pm to 6:00 a.m. (Twenty-Four Hours) Ground Floor
- iv. One (1) Unarmed Officer, Twenty-Four (24) hours Weekends and Public Holidays

C. Highways Division , Ministry of Works and Transport, seven (7) Compounds

- a) One (1) precepted, armed officer, 3pm to 7am Monday to Fridays, 24 hours Weekends and Public Holidays.
- b) One (1) unarmed officer, 24 Hours Monday to Fridays, Weekends and Public Holidays.

The above tally of officers are required at each of the Highways Division compound except PMEU.

Programme Management and Evaluation Unit (PMEU), Highways Division Compound

Three (3) unarmed officers as follows

- One (1) unarmed Officer from 7am – 7pm Monday to Fridays, Weekends and Public Holidays.
- Two (2) unarmed Officer from 7pm – 7am Monday to Fridays, Weekends and Public Holidays.

ROLE AND FUNCTION

- a. Ensure compliance to access control areas and all policy directives by the Chief Planning Engineer, or any personnel designated by them.
- b. Patrolling, monitoring and surveillance of the compound.
- c. Identification of threats to personnel and property.
- d. Security of the office and staff during their working hours.
- e. Maintenance of public order at the offices and compound.
- f. Liaise with the Officer in Charge of the office with respect to all security matters and
- g. or concerns.
- h. Maintaining log, register on entry and departure of personnel and vehicles.
- i. Training on procedure for any emergency matters.
- j. Make available logs, registers and any other records requested by the Director of Highways, Chief Planning Engineer, or any personnel designated by him.
- k. Any other related security duties.

c) The Maritime Service Division – Clarence House, 127 Duke Street, Port-of-Spain

- i. Two (2) Armed Officers, Monday to Friday, 6.00am to 6.00pm
- ii. Two (2) Unarmed Officers, Monday to Friday, 6.00am to 6.00pm
- iii. One (1) Armed Officer, Monday to Friday, 6.00pm to 6.00am
- iv. One (1) Unarmed Officer, Monday to Friday, 6.00pm to 6.00am
- v. One (1) Armed Officer, Weekends and Public Holidays, 6.00am to 6.00pm
- vi. One (1) Unarmed Officer, Weekends and Public Holidays, 6.00am to 6.00pm
- vii. One (1) Armed Officer, Weekends and Public Holidays, 6.00pm to 6.00am
- viii. One (1) Unarmed Officer, Weekends and Public Holidays, 6.00pm to 6.00am

BILL
OF
QUANTITIES

BILL OF QUANTITIES

PREAMBLE TO BILL OF QUANTITIES

1. The number, quantities and measurement given in the Bill of Quantities represent approximate values for the place materials and works actually done by the Contractor.
2. The MOWT reserves the right to increase or diminish the amount of any item in the Bill of Quantities; provided that in no event will the amount of any item increase or decrease by more than fifteen percent (15%) of the amount of an item in the Bill without affording the Contractor the opportunity to submit revised prices for that item.
3. The sum to be paid to the Contractor will be the value at the rates or prices inserted by the Contractor in the Bill of Quantities of the materials actually supplied and the work actually done by the Contractor and accepted by the Employer.
4. The rate and prices stated in the priced Bill of Quantities shall cover all the Contractor's obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
5. A price or rate is to be entered against each item in the Bill of Quantities, whether quantities are stated or not. Items against which no price is entered are considered to be covered by other prices or rates in the Bills.
6. General directions and description of work and materials given in the specification and the scope of works are not necessarily repeated in the Bill of Quantities since all the documents are to be read in conjunction with each other.

7. Additional works, necessitating a positive variation to the Contract, would not commence until the Contractor is in receipt of an approved Change Order, failure to adhere will result in non-payment for such claim.



MINISTRY OF WORKS AND TRANSPORT

Location: The Eight (8) Compounds of the Highways Division of the Ministry of Works and Transport

Item	Manpower and Hours of Service	Hours of Service	Hourly (\$TT)	Daily (\$TT)	Monthly Cost (\$TT)
A.1	<p><u>One (1) precepted Armed Officer for each compound (7)</u></p> <p>3pm to 7am Mondays to Fridays</p> <p>24 hours on Weekends and Public holidays</p> <p><u>One (1) Unarmed Officer for each compound (7)</u></p>				
A2.	<p>Mondays to Fridays - 24 Hours</p> <p>Weekends and Public holidays-24 Hours</p> <p>PEMU (1 Compound)</p>				
A3.	<p>One (1) unarmed Officer from 7am – 7pm Monday to Fridays, Weekends and Public Holidays.</p> <p>Two (2) unarmed Officer from 7pm – 7am Monday to Fridays, Weekends and Public Holidays</p>				
Sub Total					
12.5 % VAT					
TOTAL (TT\$)					



MINISTRY OF WORKS AND TRANSPORT
Maritime Services Division

Job Description: Provision of Security Services

Location: Maritime Services Division - Clarence House, 127 Duke Street, Port-of-Spain

Item	Manpower & Hours of Service	Hours of Service	Hourly (\$TT)	Daily (\$TT)	Monthly Cost (\$TT)
Two (2) Armed Officers	6am to 6pm Mondays to Fridays				
One (1) Armed Officer	6pm to 6am Mondays to Fridays				
One (1) Armed Officer	6am to 6pm Weekends and Public Holidays				
One (1) Armed Officer	6pm to 6am Weekends and Public Holidays				
Two (2) Unarmed Officers	6am to 6pm Mondays to Fridays				
One (1) Unarmed Officer	6pm to 6am Mondays to Fridays				
One (1) Unarmed Officer	6am to 6pm Weekends and Public Holidays				
One (1) unarmed Officer	6pm to 6am Weekends and Public Holidays				
			Sub Total		
			12.5 % VAT		
			TOTAL (TT\$)		



MINISTRY OF WORKS AND TRANSPORT

Head Office, 2-4 London Street

Location **Head Office, MOWT, 2-4 London Street, Port of Spain**
Job Description: **Provision of Security Services.**

Item	Manpower & Hours of Service	Hours of Service	Hourly (\$TT)	Daily (\$TT)	Monthly Cost (\$TT)
Seven (7) Unarmed Officer	6am to 6pm Mondays to Fridays				
One (1) Unarmed Supervisor	6am to 6pm Mondays to Fridays				
Three (3) Unarmed Officer	Twenty-Four (24) hours Mondays to Fridays				
Four (4) Armed Officer	Twenty-Four (24) hours Mondays to Fridays				
Three (3) Armed Officers	Twenty-Four (24) hours Weekends and Public Holidays				
Three (3) Unarmed Officers	Twenty-Four (24) hours Weekends and Public Holidays				
Sub Total					
12.5 % VAT					
TOTAL (TT\$)					



MINISTRY OF WORKS AND TRANSPORT

Sackville Street Port of Spain

Location Sackville Street, Port of Spain
Job Description: Provision of Security Services.

Item	Manpower & Hours of Service	Hours of Service	Hourly (\$TT)	Daily (\$TT)	Monthly Cost (\$TT)
Two (2) Unarmed Officer	6am to 6pm Mondays to Fridays (Ground Floor and Fifth Floor)				
One (1) Unarmed Officer	Twenty-Four (24) hours Mondays to Fridays (Ground Floor)				
One (1) Unarmed Officer	Twenty-Four (24) hours Weekends and Public Holidays				
Sub Total					
12.5 % VAT					
TOTAL (TT\$)					



MINISTRY OF WORKS AND TRANSPORT
BILL SUMMARY SHEET

Location : Provision of Security Services for the Ministry Of Works and Transport (MOWT) Head Office, 2-4 London Street, Port-Of-Spain, The Offices At Sackville Street, Port-Of-Spain, (District Administrative Offices), The Maritime Service Division – Clarence House, 127 Duke Street, Port-of-Spain And The Eight (8) Compounds Of the Highways Division of the Ministry.

LOCATION	Monthly Cost (TT\$)	Yearly (12 months) Cost (TT\$)
1. The Ministry Of Works And Transport (MOWT) Head Office, Port-Of-Spain		
2.The Offices At Sackville Street, Port-Of-Spain,		
3.The Maritime Services Division, Port-Of-Spain		
4.The Eight (8) Compounds Of The Highways Division		
Sub Total		
12.5 % VAT		
TOTAL (TT\$)		

TOTAL IN WORDS

.....

Signature of Person Tendering

Name of Signatory.....

Company

Address