



INVITATION TO BID
For
The Provision of Janitorial Services for the Ministry of Trade
and Industry

ITB Ref #: ITB/001/JC/CS/2024
ITB Date: November 4th, 2024

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Part A: Bidding Procedures

SECTION I – INSTRUCTIONS TO BIDDERS

1. SCOPE OF BID

In connection with the Procurement Notice, the Ministry of Trade and Industry (MTI) issues this bidding document for the **Provision of Janitorial Services for the Ministry of Trade and Industry** as specified in the Scope of Services found in Part D of this Invitation to Bid (ITB). Bidders are hereby invited to submit a **Bid in a single, sealed envelope**.

Bidders are responsible for examining with care all the documents and information provided in this ITB and will also be responsible for informing themselves of all relevant conditions, which may in any way affect their Bid.

All costs incurred by the Bidder associated with preparation of responses and/or participation in this ITB process are entirely the responsibility of the Bidder and shall not be chargeable in any manner to the MTI.

The Bid, along with all correspondence and documents relating to the submission, shall be submitted in English Language.

Throughout this bidding document:

- a) The term “in writing” means communicated in written form (e.g. by mail, e-mail, fax,)
- b) If the context so requires, “singular” means “plural” and vice versa; and
- c) “Day” means calendar day, unless otherwise specified as “business day”. A business day is any day that is an official working day. It excludes official public holidays.

2. BID REJECTION

Notwithstanding anything to the contrary which may be contained or implied in this ITB, the MTI does not bind itself to accept the lowest Bid and further reserves the right to reject any and all parts of any and all Bids. MTI reserves the right to reject any Bid which is judged to be in violation of the spirit and intent of this ITB.

In addition, bids may be rejected if:

- i. The Bidder fails to provide the relevant documents requested in this ITB which supports its ability to successfully supply the goods, or goods and related services specified herein.
- ii. The Bidder has pending litigation which may adversely affect its ability to provide the goods, or goods and related services contained in this ITB.
- iii. The Bidder has not acknowledged receipt of any tender addendum issued and by MTI and has not incorporated the modifications made to the ITB into their submission.

3. CANCELLATION OF THE ITB PROCESS

MTI reserves the right to cancel the ITB 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.

4. CONFLICT OF INTEREST

A Bidder shall not have a conflict of interest. A Bidder shall hold the MTI's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

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

1. It has, directly or indirectly, controlling shareholders or partners in common; or
2. 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
3. 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 Bids or the decision of MTI regarding this ITB process; or
4. It submits more than one (1) application for this ITB process, either in its own name or as part of a Joint Venture in another Bid; or
5. It has participated directly or indirectly, in any capacity, in the preparation of the design or technical specifications of the services that are the subject of this ITB process; or
6. It would be providing goods, works or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
7. It is a member of staff of the procuring entity who has direct influence of the decision of the procuring entity.

In particular, any effort by Bidders to influence MTI in the process of examination, clarification, evaluation and comparison of Bids will result in the rejection of the respective Bid.

5. FRAUD AND CORRUPTION

Participants in this procurement process shall be bound by the Ethical Code of Conduct for Service providers and by the Ethical Code of Conduct for Public Bodies and Public Officers, accordingly, located at <https://oprtd.org/>.

6. INELIGIBILITY

Service providers, or other persons included in the ineligibility list maintained by the OPR shall not be invited to submit a Bid or awarded a contract for the provision of the services described in this ITB. However, in accordance with Regulation 10 of the Public Procurement and Disposal of Public Property (Ineligibility Proceedings) Regulations 2021, if a service provider is on the ineligibility list, a procuring entity can apply to the OPR for an exemption in order to conduct business with the service provider. The application must provide justification demonstrating reasons for the public good that make it necessary to do business with the service provider.

7. GENERAL CONSIDERATIONS

All Bids must be made in accordance with the instructions/specifications given herein. The Bid Forms are to be completed, duly signed by the Bidder's Authorised Representative and submitted in an appropriately labelled envelope as detailed below.

Unless obtained directly from the MTI, the MTI is not responsible for the completeness of the document responses to requests for clarification, the minutes of the Pre-Bid Meeting (if any), or Addenda to the bidding document. In the case of any contradiction, documents obtained directly from the MTI shall prevail.

A Bidder shall provide such documentary evidence of eligibility satisfactory to the MTI, as the MTI shall reasonably request. Failure to submit all requested documentation may result in the Bids not being considered for evaluation, or in Bidders failing to achieve maximum scores during the evaluation of Bids.

8. CLARIFICATION AND CHANGE TO DOCUMENTS

A Bidder may request a clarification of any part of the ITB documents, in writing, during the submission period up to three (3) days prior to the deadline for submission of bids.

Any clarification or change to these Bid Documents, prior to the closing date specified herein will be made only by written addenda issued by MTI to each potential Bidder collecting these Bid documents as at the date the clarification or change was made, including a description of the inquiry but without identifying its source. The addenda will be issued up to two (2) days before the deadline for submission of Bids.

MTI will not be held responsible for any interpretations made by Bidders 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 Bid Documents and each Bidder is required to acknowledge receipt of all addenda to MTI by email to MTI-Tenders@gov.tt.

9. BIDDERS' REPRESENTATIVE

Bidders must advise the MTI representative of the name, business address, telephone number and email address of an individual who is designated as the Bidder's representative for the purpose of this ITB.

10. WAIVER AND ALLOCATION OF RISK

The Bidder 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 ITB or any such information as is described in this paragraph. The Bidder who submits a Bid to MTI is deemed to have released MTI 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 ITB or any such information as is described in this paragraph.

A Bidder who submits a Bid 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 ITB, and of the project, and to prepare and submit its Bid.

11. CONFIDENTIALITY

All information supplied by MTI in connection with this ITB shall be treated as confidential by the Bidder 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 Bids.

12. VALIDITY PERIOD

Bids shall be valid for a period not less than One Hundred and Twenty (120) Days from the closing date for the submission of Bids. A Bid valid for a shorter period shall be rejected by the MTI as nonresponsive.

The MTI, in exceptional circumstances, reserves the right to request all Bidders to extend the validity period of their Bids. The request and response shall be made in writing. If a Bid Security is requested, it shall also be extended for a corresponding period.

13. BID SECURITY

The Bidder shall furnish as part of its Bid, a Bid-Securing Declaration. A Bid Securing Declaration shall use the form included in the Bidding Forms.

14. PREPARATION AND SUBMISSION OF BIDS

Bidders shall bear all costs associated with the preparation and submission of its Bid and MTI will in no way be responsible or liable for such costs, regardless of the conduct or the outcome of the evaluation process. The Bid submitted by the Bidder as well as all correspondence and documents exchanged shall be written in the English Language.

The Bid shall be signed by the Bidder or by his duly authorised representative. There shall be no erasures or correction fluid applied to the Bid. All changes shall be “crossed off”, corrected and initialled by the Bidder’s duly authorised representatives.

Bids should be as thorough and detailed as possible so that MTI may properly evaluate the Bidder’s capabilities to provide the required Services.

The Bid shall be submitted in a single, sealed envelope. The list of documents to accompany the bid is as follows:

Company Profile

Certification of Incorporation / Continuance / Registration

Valid Income Tax Clearance Certificate

Valid Value Added Tax Clearance Certificate

Valid National Insurance Board Compliance Certificate

Annual Return for the last fiscal period

Audited Financial Statements or Management Accounts

Banker’s Reference Letter

OSH Documents

Evidence of Insurance

Bidder’s Declaration Form

Completed Code of Conduct (Service provider) Commitment Form

No Conflict of Interest Declaration

Client References

Price Schedule

Completed Bid Securing Declaration Form

The following Bid Forms shall also be included in the bid:

- a) **Letter of Bid**
- b) **Price Schedules**
- c) **Bid-Securing Declaration**
- d) **Authorisation:** written confirmation authorising the signatory of the Bid to commit the Bidder
- e) **Qualifications:** documentary evidence establishing the Bidder’s qualifications to perform the Contract if its Bid is accepted
- f) **Conformity:** documentary evidence, that the Related Services conform to the bidding document
- g) *any other document required*

In addition to the above requirements, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

15. LETTER OF BID AND PRICE SCHEDULES

The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished. The forms must be completed without any alterations to the text, and no substitutes shall be accepted unless all pages of the Bid where entries or amendments have been made shall be signed or initialled by the person signing the Bid.

16. BID PRICES

The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below. The price to be quoted in the Letter of Bid shall be the total price of the Bid

17. CURRENCIES OF THE BID AND PAYMENT

The currency of the Bid and the currency of payments shall be the same. The Bidder shall quote in Trinidad and Tobago Dollars only.

18. FORMAT AND SIGNING OF BID

The Bidder shall prepare one original of the documents comprising the Bid and clearly mark it “**ORIGINAL**”. In addition, the Bidder shall submit **three (3) copies** of the Bid, and clearly mark them “**COPY**.” In the event of any discrepancy between the original and the copies, the original shall prevail.

Bidders shall mark as “**CONFIDENTIAL**” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by the duly authorised representative to sign on behalf of the Bidder. This authorisation shall consist of a written confirmation and shall be attached to the Bid. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialled by the person signing the Bid.

In case the Bidder is a JV, the Bid shall be signed by an authorised representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorised representatives.

Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

19. SUBMISSIONS AND DUE DATE

The Bidder is required to submit one (1) original, three (3) hard copy and one (1) PDF copy on a flash drive or other electronic media, of its Bid, by **Tuesday November 19th 2024 at 2:00pm in a single, sealed envelope** addressed to the **front** as follows:

**Bid For
The Provision of Janitorial Services for the Ministry of Trade and Industry**

**Attention: The Permanent Secretary
Ministry of Trade and Industry
L 16, Nicholas Tower
63-63 Independence Square
Port of Spain
Trinidad and Tobago**

Within a single, sealed envelope (one-envelope Bidding Process), the Bidder shall place separate sealed envelopes labelled “**ORIGINAL**” and “**COPY**”, as appropriate and clearly labelled to the **back** of EACH envelope with:

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

The dimensions of the tender box’s slot opening is **30 cm x 7.5 cm** Bidders are asked to take account of these dimensions in the packaging of their Bids and submissions can be packaged separately so that they fit in the Tender box. Bids that cannot be deposited into the designated Tender box will not be accepted.

The MTI may at its sole discretion, extend the deadline stated above by issuing an amendment, in which case all Bidders would be notified in writing and shall therefore be subject to the new deadline as extended. All information supplied by Bidders in response to this ITB shall be treated as confidential by MTI, unless disclosure is required by law.

20. MODIFICATION AND WITHDRAWAL OF BIDS

Bidders may modify or withdraw their Bids after submission provided that the modification or notice of withdrawal is received in writing by the MTI prior to the prescribed deadline for the submission of Bids.

Submissions may be withdrawn by bidders by sending a written notice duly signed by an authorised representative and shall include a copy of the authorisation. Withdrawal notices do not require copies. The corresponding substitution or modification of the Bid must accompany the respective written notice.

In this regard, envelopes marked 'Withdrawal' or 'Withdrawn' shall be read out and recorded, and such Bids shall remain unopened and set aside. The original and all copies of the withdrawn Bid will be returned unopened to the Bidder.

Each envelope marked 'Substitution' or 'Modification' shall be opened immediately following the corresponding submission from the Bidder making the modified submission.

Bids received after the submission deadline date shall be rejected and immediately returned unopened to the Bidder.

21. LATE BIDS

The MTI shall not consider any Bid that arrives after the deadline for submission of Bids. Any Bid received by the MTI after the deadline for submission of Bids shall be declared late, rejected and returned unopened to the bidder.

22. OPENING OF BIDS

The MTI shall, at the Bid opening, publicly open and read out all Bids received by the deadline at the date, time and place specified, in the presence of Bidders' designated representatives and anyone who chooses to attend.

Only Bids, that are opened and read out at Bid opening shall be considered further in the evaluation. The Letter of Bid and the Price Schedules are to be initialled by representatives of the MTI attending the Bid opening in the manner specified. The MTI shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids). The MTI shall prepare a record of the Bid opening that shall include, as a minimum:

- (a) the identification of the submission;
- (b) the date and time of opening the submission;
- (c) the name of the Bidder who and whether there is a withdrawal, substitution, or modification;
- (d) the Bid price

23. EVALUATION OF BIDS

The MTI shall use the criteria and methodologies contained in this ITB to determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the minimum qualification criteria score outlined in Table 1 and whose Bid has been determined to be:

- a) Substantially responsive to the bidding document; and
- b) The lowest evaluated cost.

No other evaluation criteria or methodologies shall be permitted.

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

A. Preliminary Examination

Bids that are received will be reviewed to ensure that all forms, documents and supporting information requested in accordance with the list of documents to accompany the Bid in the ITB document are included in the submission. At this stage, incomplete submissions may be deemed non-responsive to the requirements as outlined in this ITB and will not be considered further.

B. Technical Evaluation

Each submission deemed substantially responsive during the preliminary examination stage shall be subjected to a technical evaluation to determine compliance with the criteria outlined in Table 1. Only bids which achieve a minimum score of 70% overall and 50% in each criterion will be eligible for evaluation of cost.

C. Evaluation of Cost

The MTI shall compare the evaluated costs of all bids which meet the minimum technical score to determine the Bid that has the lowest evaluated cost. Arithmetical errors shall be corrected on the following basis:

- (a) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (b) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

24. ABNORMALLY LOW BIDS

An Abnormally Low Bid is one where the Bid price, in combination with other elements of the Bid, is so abnormally low to the extent that the Bid price raises material concerns with the MTI as to the capability of the Bidder to perform the contract for the offered Bid price.

In the event of identification of a potentially Abnormally Low Bid, the MTI shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

After evaluation of the price analyses, in the event that the MTI determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the MTI shall reject the Bid.

25. MTI's RIGHT TO ACCEPT ANY BID, AND TO REJECT ANY OR ALL BIDS

The MTI reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to acceptance of the successful submission, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

26. AWARD OF CONTRACT

The MTI shall award the contract to the Bidder offering the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

27. NOTIFICATION OF AWARD

Prior to the expiration of the Bid Validity Period or any extension thereof, the MTI shall transmit the Notice of Acceptance to the successful Bidder who presented the submission, unless the OPR orders otherwise. The Notice of Acceptance shall specify the sum that the MTI will pay the Service provider in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

Until a written Contract is prepared and executed, a contract in accordance with the terms and conditions of the successful submission enters into force when the Notice of Acceptance is delivered to the successful Bidder.

28. SIGNING OF CONTRACT

Promptly upon Notification of Award, the MTI shall send the successful Bidder the Contract Agreement. Within fourteen (14) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the MTI.

29. CHALLENGE PROCEEDINGS

Unsatisfied Bidders may challenge procurement proceedings and the award of the procurement contract or file an application for review in accordance with the provisions at Part V of the Public Procurement and Disposal of Public Property Act, 2015 (as amended).

An Application for Review under the Challenge Proceedings may be filed: -

- applications for review of the terms of solicitation, pre-qualification or pre-selection or of decisions or actions taken by a procuring entity in pre-qualification or pre-selection proceedings, prior to the deadline for presenting submissions; or
- during the Standstill Period; or
- where no standstill period has been applied, within seven working days after the publication of the notice of decision to award the contract.

Part B: Evaluation Criteria

This section contains the criteria that the MTI shall use to evaluate a Bid and qualify the Bidders. No other factors, methods or criteria shall be used other than specified in this bidding document.

The Most Advantageous Bid is the Bid of the Bidder that meets the minimum criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

1. EVALUATION

1.1. Evaluation Criteria

Bidders must submit adequate evidence to support each of the criteria shown in **Table 1** and must attain an average score of **seventy percent (70%) with fifty percent (50%)** in each category of the Evaluation Criteria in order for their price proposal to be considered.

Table 1 – Evaluation Criteria

Criteria	Maximum Score	Minimum Score
1. General Experience a) Demonstrate general experience in providing cleaning and janitorial services within the last five years in Trinidad and Tobago. Details of all certifications held and evidence of conformance with industry best practices and standards should also be provided. Details of all services which can be provided should also be included. (20 points)	20	10

Criteria	Maximum Score	Minimum Score
<p>2. Specific Experience</p> <p>(a) Must have completed a minimum of three (3) similar contracts for the provision of janitorial services within the public sector over the last five (5) years. (15 points)</p> <p>(b) Provide at least three written client references from within the past three years. At least one reference from the public sector must be included.</p> <p>(10 points)</p>	25	12.5
<p>3. Compliance with the Scope of Services</p> <p>(a) Signed Letter of Bid indicating understanding and compliance with all requirements outlined in the scope of services.</p> <p>(20 points)</p>	20	10
<p>4. Methodology and Work Plan.</p> <ol style="list-style-type: none"> 1. Specifications for equipment, tools and products to be used to carry out the works (10) 2. Manpower plan listing all resources to be assigned to the execution of the services (5) 3. Quality Control Plan to give details of resources and action to be taken to ensure adherence to the client needs and expectations for the standard of work. (5) 4. Communication plan identifying the key personnel responsible for preparing monthly reports and invoices together with receiving and addressing MTI's special requests o issues. (5) 	25	12.5
<p>5. Financial Capacity</p> <p>a) Evidence of the firm's secure financial standing and financial capacity. This may be evidenced by a Letter from a Bank or Financial Institution (5 points)</p> <p>b) Audited Financial Records for the last three years (5 points)</p>	10	5

Letter of Bid

Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*

ITB No.: *[insert number of ITB process]*

Bid No.: *[insert identification]*

To: The Ministry of Trade and Industry

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders;
- (b) **Conformity:** We have examined the **Scope of Services** and confirm our understanding and ability to provide all labour, supervision, equipment, transportation, cleaning products and supplies required to provide Janitorial Services for the Ministry of Trade and Industry in accordance with this section. I understand that the services will be carried out at the following locations:

1. MTI's Head Office Nicholas Tower, 63-65 Independence Square Port of Spain – Seven (7) levels 9, 11, 12, 14, 15, 16 and 17
2. Trade License Unit Ground Floor, TTMA Building, 42 Tenth Ave, Barataria

As detailed in each section:

- A. General Services
- B. Specific Services
- C. Schedule of Activities
- D. Technical Specifications
- E. Quality Control
- F. Safety, Security and Confidentiality
- G. Payment Schedule

I have attended the mandatory site visit and made myself familiar and aware of the conditions present.

- (c) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with Instructions to Bidders;
- (d) **Bid Price:** The total price of our Bid, is:
- (e) **Bid Validity Period:** Our Bid shall be valid for the period specified (as amended, if applicable) from the date fixed for the Bid submission deadline as specified (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subservice provider, and meet the requirements of Instructions to Bidders, other than alternative Bids submitted in accordance with Instructions to Bidders;

- (g) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

- (h) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Notice of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (i) **[Name of Public Body] Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (j) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

Name of the Bidder: **[insert complete name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ***[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month], [insert year]*

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

** : Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid submission]*

ITB No.: *[insert number of ITB process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

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1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement.

Bidder's JV Members Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture].

Date: *[insert date (as day, month and year) of Bid submission]*

ITB No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

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1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Price Schedule Forms

*The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the Scope of Services specified by the MTI.*

PRICE SCHEDULE FORM

Date:

To: The Permanent Secretary, Ministry of Trade and Industry

BID for the Provision of Janitorial Services at the Ministry of Trade and Industry.

I/WE, for and on behalf of THE UNDERSIGNED BIDDER, having examined ALL the ITB requirements and Bidding documents, fully understand (i) the extent and character of the works covered by the ITB; (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 ITB and the Bidding documents specifications hereto (or any modification thereof) for and in consideration of the price stated herein.

Our Bid is in the sum of [Amount must be stated 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].

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

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

Form of Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: [date (as day, month and year)]

ITB No.: [number of ITB process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [complete Name of Public Body]

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Purchaser for the period of time of *twelve (12) months* starting from *three months after the breach occurs* if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

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:

Sample Banker's Reference Letter

Date:

PRIVATE AND CONFIDENTIAL

(Name and address of public body)

Dear Sir:

(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) _____

TO BE PRINTED OUT ON COMPANY LETTER HEAD

(To be provided with the bid submission and to be signed by the duly authorized representative on behalf of the Bidder)

[Date]

To: *[Name and address of Public Body]*

Sir:

Subject: RFP/ITB- No.....

No Conflict of Interest Declaration

We, the undersigned, hereby certify that there is no actual or potential conflict of interest or unfair advantage at this time, in us providing the Bid Submission or in providing the goods or performing the services or works required.

In submitting the Bid, *[Name of Consultant/Service provider/Service provider]* has no knowledge of or the ability to avail ourselves of confidential information other than confidential information which may have been disclosed by *[Name of Public Body]* to the Bidders in the normal course of inviting for the Request for Proposal (RFP)/Invitation to Bid (ITB) where the confidential information would be relevant to the Services/Goods and Related Services required or the RFP/ITB evaluation process.

Further, the *[Name of Consultant/Service provider/Service provider]* declares that it shall not enter into a contract with *[Name of Public Body]* where the *[Consultant/Service provider/Service provider]* is an associate, an employee of/ member of staff or person who has a direct influence on the decision of the *[Name of Public Body]*. This includes spouses, children, relatives or any other individual with a close personal or familial relationship.

[Name of Consultant/Service provider/Service provider] undertakes to promptly bring any actual or apparent conflict of interest to the attention of *[Name of Public Body]*; and shall cooperate with the public body's review and investigation of such information and comply with the instructions it receives from the public body with respect to remedying the situation.

[Name of Consultant/Service provider/Service provider] acknowledges that we have read, understood and shall comply with the obligations regarding conflicts of interest and confidentiality contained in paragraphs 23 to 27 of the Handbook with General Guidelines: Ethical Code of Conduct for Service providers and Service providers.

Name:

Signature:

Position:

Date:

Company Stamp

Part D: Scope of Services

A. General Services

The company shall provide all labour, supervision, equipment, transportation, cleaning products and supplies required to provide Janitorial Services for the Ministry of Trade and Industry in accordance with this section. The services will be carried out at the following locations:

1. MTI's Head Office Nicholas Tower, 63-65 Independence Square Port of Spain – Seven (7) levels 9, 11, 12, 14, 15, 16 and 17
2. Trade License Unit Ground Floor, TTMA Building, 42 Tenth Ave, Barataria

The services are required for a period of one (1) year with an estimated commencement date in the second quarter of fiscal year 2024-2025.

The MTI shall provide the service provider with the following:

1. Access cards/codes to elevators and floors of the Ministry;
2. Designated MTI officer as single point of contact;
3. Utilities (water, electricity) required for services;
4. Storage area for tools, equipment.

B. Specific Services

The specific spaces to be cleaned are as follows:

- | | |
|--|-----------------|
| a) Offices and cubicles | d) Toilets |
| b) Conference room areas | e) Showers |
| c) Special use room areas (file rooms, sick room, lounge etc.) | f) Gym |
| | g) Kitchenettes |

◆ OFFICES AND CUBICLES

This includes all offices and cubicles at the Head Office comprising Levels 9, 11, 12 & 14-17 (seven floors) as well as the Trade License Unit, office on the ground floor, and inclusive of the security post. The service provider shall ensure that clean and sanitary workspaces are maintained, and that all waste is removed daily from the offices and cubicles, and deposited at the authorized waste collection points.

◆ CONFERENCE ROOM AREAS

These include all the conference and meeting rooms. Conference rooms are to be cleaned before and immediately after each meeting, and kept clean throughout the day. This includes the vacuuming and cleaning of carpets, cleaning glass windows and surfaces, window sills and ledges, blinds, tables, and desk top, and chairs. Carpets are to be cleaned and shampooed before major conferences/events.

◆ SPECIAL USE AREAS

These include stores, libraries, file rooms, server rooms etc. The service provider should familiarize him/herself with all these areas, which require daily cleaning at the mandatory site visit.

◆ TOILETS

These will require special attention at both MTI locations. Toilets are to be thoroughly cleaned outside MTI's business hours, and constantly kept clean during the day. This includes the cleaning of shower enclosures, mirrors, counter tops, and the external area of the sanitary napkin receptacles. Special attention should be given to faucets, face basins, doors and handles, urinals, and toilet bowls (inclusive of toilet seats and covers). An adequate supply of soap, toilet paper, and hand paper napkins must be available at all times, and should be replenished during the day. The Corporate Services Unit (designated MTI Officer) should be immediately informed of any problems, such as, toilet blockages, plumbing leakage, electrical defects, sanitary bins conditions etc. Separate mop buckets and mops are to be used for toilet areas.

◆ SHOWERS

Shower enclosures in the Permanent Secretary's washroom on level 17 and the three (3) showers on Level 9 are to be cleaned every week.

◆ GYM

All floors to be swept and mopped. Gym surfaces, and equipment must be disinfected and sanitized. Mirrors are to be cleaned with a streak-free finish.

◆ KITCHENETTES

All kitchenettes in the Head Office comprising Levels 9, 11, 12, 14 -17 (seven floors) and ground floor, TTMA Building, are to be cleaned on a daily basis.

C. Schedule of Activities

1. DAILY (Five days per week)

- Sweeping, vacuum cleaning, and removal of any stains on carpeted areas, in all offices, cubicles, store rooms, reception areas. Special attention to be paid to corners, underneath tables, desks, and chairs.
- Sweeping and mopping of all non-carpeted areas with an antibacterial cleaner
- Cleaning, dusting and damp wiping of office furniture, fixtures, and equipment, including the sanitizing of office chairs, desk surfaces, door handles, mini appliances, and telephones with approved and appropriate disinfecting solutions.
- Cleaning and sanitizing of kitchen and kitchenette counter tops, faucets, sinks, external of appliances and all other frequently touched surfaces.
- Clean and disinfect drinking dispensers.
- Wash or damp wipe inside and outside all waste receptacles presenting a soiled or odorous condition. Check and replace liners when torn or soiled
- Check and replenish washroom supplies when required. These include toilet paper, liquid hand soap, hand paper towel, batteries for hand paper towel dispenser, and other toilet supplies. Ensuring toilet seats are frequently sanitised, and the two (2) rolls of toilet paper in every stall are replenished during the day, as required.
- Clean conference rooms inclusive of wiping conference room tables.
- Daily activities to be provided services on a shift basis from:
 - 7:00 am to 3:00 pm and from 3:00pm to 7:00 pm, from Monday to Friday except on public holidays at Nicholas Tower, 63 – 65 Independence Square, Port of Spain; and
 - From 9:00am to 5:00 pm from Monday to Friday (except on public holidays) at TTMA Building, Barataria

2. WEEKLY

- General cleaning of offices including dusting, spot scrubbing, and damp wiping of office furniture, fixtures and equipment and application of furniture polish
- Stain spotting of carpeted floors inclusive of conference rooms twice weekly, and as needed for special events and meetings.
- Clean shower enclosures on Levels 9 and 17
- Clean and sanitize all gym equipment

3. MONTHLY

- General cleaning of wall partitions and other vertical surfaces, removing all cobwebs, fingerprints, smears and stains. Cleaning walls, dividers, glass and ledges including application of polishing solution as appropriate.

- General cleaning of surfaces, receptacles, corners, and areas that are not ordinarily cleaned during the daily and weekly services.
- Cleaning and dusting of file rooms.

4. SEMI-ANNUAL

- Clean Skirting

D. Technical Specifications

The Service provider must provide at least the following equipment and tools to carry out the scope of services.

Minimum List of Equipment, Tools and Supplies Required
Caution Sign with Accessories
Mop Squeezer w/ Bucket (Bathrooms)
Vacuum
Wet/Dry Vacuum
Toilet Bowl Pump/Plunger
Broom
Broom Reusable Refill
Mop Head Reusable Refill
Broom/Mop Handle
Dustpan
Spray Bottle
Duster
Duster Reusable Refill
Gloves
Sponge
Reusable Microfiber Cloths of Assorted Colours
Disposable Rags
All Purpose Cleaner
Detergent Soap
Bleaching Solution/Disinfectant
Fabric Conditioner/Polish
Garbage Bags
Toilet Bowl Cleaner
Carpet Shampoo/Spot Cleaner
Supplies
Toilet paper
Hand Towels

E. Quality Control

The bidder is required to provide a quality control plan to demonstrate how they propose to maintain client satisfaction with the appearance and cleanliness of the internal environment. The following should be considered:

- All staff should be trained in the proper mixture, dilution and usage of chemicals to be used and ensure that all chemicals are appropriately labelled. Staff should be provided and be familiar with Material Safety Data Sheets on all chemicals that would be used during the course of their duties;
- Timely implementation of corrective measures and improvement recommendations communicated to and agreed upon by the service provider;
- Adherence to the general specifications provided;
- Submission of monthly performance reports within one week of the end of the month;
- Execution of activities in a manner that is not disruptive to the daily operations at Ministry;
- Submission of accurate statements of work completed;
- Must ensure implementation, enforcement, and compliance with the MTI rules and regulations relative to the maintenance of cleanliness and sanitation of office locations;
- Provide adequate experienced janitorial personnel able to accomplish the work required under a contract;
- prepare the weekly schedule of the janitors and ensure that a janitor shall work within the specified hours;
- Appropriate replacement labour resources to be available in times of any manpower absence so that services remain uninterrupted;
- Adhere to schedules and building and OSHA requirements;
- Notify the MTI designated Officer of any change in personnel;
- Maintain and replace non-functioning cleaning equipment such as vacuum etc. so as not to disrupt the agreed cleaning schedule;
- Work cooperatively with the management team, and adhere to existing protocols of the MTI and Trade License Unit.

F. Safety, Security and Confidentiality

1. The Service provider must provide the employees assigned to the MTI with proper uniforms. The Service provider must ensure that all employees wear the prescribed uniform at all times while on duty.
2. Upon request, must provide the MTI with documents to verify the identity of the employees.
3. Must provide the MTI with a complete and up-to-date list and photographs of its employees or contracted staff assigned to the premises.

4. The Service provider shall have direct supervision and control over all contracted employees.
5. The Service provider shall assume full responsibility and undertake to reimburse the MTI for any loss, damage, or injury caused to the MTI or its employees' properties or premises, arising from or occasioned by the employee's act or omission.
6. The Service provider shall take necessary precaution and exercise due care and diligence in the performance of its undertaking so as not to cause injury, damage or loss to any person and property and shall at all times save the Ministry of Trade and Industry from any claim for damage arising therefrom.

G. Payment Schedule

The service provider shall submit a monthly invoice and report to the MTI outlining the services completed during that reporting period. Payment shall only become due upon MTI's approval of the report confirming satisfaction with the services completed and certification of the invoice.

Part E: Draft Contract Documents

REPUBLIC OF TRINIDAD AND TOBAGO

THIS CONTRACT is entered into this _____ day of _____, by and between, Randall Karim, Permanent Secretary (Ag.), Ministry of Trade and Industry (which expression shall mean and include the person or persons for the time being carrying out the duties of Permanent Secretary in the said Ministry) acting herein for and on behalf of the Government of the Republic of Trinidad and Tobago (hereinafter referred to as “the Client”) of Levels 9 and 11-17, Nicholas Tower, No. 63-65 Independence Square, Port of Spain, Trinidad, and of (hereinafter referred to as “the Service provider”).

WHEREAS

- (a) The Client is desirous of retaining a provider to provide routine high-level cleaning and janitorial services to the Ministry of Trade and Industry (hereinafter referred to as the “the Services”);
- (b) The Client issued a dated a copy of which is hereto attached as *Appendix* requesting that Bidders submit a proposal for the provision of the Services;
- (c) In response to the Request for Proposals, the Service provider a company with experience in the provision of janitorial services submitted a proposal dated (hereinafter referred to as “the Proposal”), a copy of which is hereto attached as *Appendix*
- (d) By a notice of acceptance of the successful submission dated, a copy of which is hereto attached as *Appendix*, the Client awarded the contract to the Service provider at a total cost of **Trinidad and Tobago Dollars (TT.....)** inclusive of Value Added Tax (VAT); and
- (e) The Service provider, having represented to the Client that it has the required professional skills personnel and technical resources, has agreed to provide the said Services on the terms and conditions set forth in this Contract.

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Appendices to Contract

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

Appendix: The Request for Proposals dated

Appendix: The Proposal dated

Appendix: The notice of acceptance of the successful submission dated

Appendix : Deliverables and Payment Schedule.

Where any conflict arises between this Contract and any of its Appendices, this Contract shall take precedence. Where such conflict arises out of written amendment of this Contract by the Parties such amendment will take precedence with regard to the issue or matter which it sought to modify.

The Service provider shall provide the Services specified in section of in the attached as *Appendix*

2. Services

3. Term

This Contract will commence on and will remain in effect for **one (1) year** or any other period as may be subsequently agreed by the Parties in writing or unless terminated in accordance with Clause 16.

4. Payment

A. Contract Price

(i) In consideration for the provision of the Services, the Client shall pay the Service provider the sum of **Trinidad and Tobago Dollars (TT\$.....)** inclusive of VAT (hereinafter referred to as the “Contract Price”).

(ii) The Contract Price has been established based on the understanding that it includes all of the Service provider’s costs and profits as well as any tax obligation that may be imposed on the Service provider.

B. Schedule of Payments

The Contract Price shall be payable to the Service provider in accordance with the schedule of payment specified in the **Deliverables and Payment Schedule** attached hereto as *Appendix*

C. Payment Conditions

- (i) Payments to the Service provider shall be made in Trinidad and Tobago Dollars within **thirty (30) days** of the date of the Client's written notice to the Service provider that the Deliverables have been accepted by the Client. Such notice shall be provided to the Service provider no later than the time frame set out in *Appendix* as the date by which the Client is required to complete its review of the performance of the Deliverables, or such other period as mutually agreed between the Parties.
- (ii) Original invoices are to be addressed and submitted by the Service provider to 'Permanent Secretary, Ministry of Trade and Industry'.
- (iii) Where the Client finds that the Deliverables have not been satisfactorily provided due to some fault of the Service provider, and the Client has notified the Service provider of same, payment shall be made only upon satisfactory completion of the Deliverables within the period specified herein, or such other period as may be agreed by the Parties in writing.

5. Project Administration

Coordinators

5.1. Client's Coordinator

The Client designates as the Client's Coordinator. The Client's Coordinator will be responsible for the coordination of activities under this Contract and for receiving invoices for payment from the Service provider.

5.2. Service provider's Coordinator

The Service provider designates as the Service provider's Coordinator. The Service provider's Coordinator will be responsible for the coordination of the Service provider's activities under this Contract and for the submission of invoices for payment.

6. Performance Standards

The Service provider undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. In the event that the performance of any part of the Services by the Service provider is considered unsatisfactory by the Client, the Client will so notify the Service provider in writing specifying the problem. The Service provider will have a period of outlined in Section of Appendix to remedy or correct the problem.

7. Relation between the Parties

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

8. Client's Responsibilities

The Client shall:

- (a) pay all sums due to the Service provider under this Contract in accordance with the provisions herein; and
- (b) provide the Service provider with relevant access cards/codes; utilities (water and electricity) required for the provision of the Services, and a storage area for tools, equipment and fortnightly consumables.

9. Service provider's Responsibilities

9.1 Supply of Services

The Service provider shall supply the Services as outlined in *The Scope of Services*. .

9.2 Warranty

- (a) The Service provider warrants that the Services is fit for purpose unless provided otherwise in the Contract.
- (b) The Service provider further warrants that the Services shall be free from defects arising from any act or omission of the Service provider

or arising from design, materials, and workmanship under normal use in the conditions prevailing in Trinidad and Tobago.

9.3 Defects

- (a) The Client shall give notice to the Service provider stating the nature of any defects in the provision of the Services, together with all available evidence thereof. The Client shall afford all reasonable opportunity for the Service provider to inspect such defects.
- (b) Upon receipt of such notice, the Service provider shall, within the periods outlined on Section of Appendix, repair or replace the Services or part thereof, at no cost to the Client.

10. Confidentiality

(a) Each Party shall keep confidential :

- (i) the terms of this Contract;
- (ii) any confidential information that it may acquire in relation to the business affairs of the other Party; and
- (iii) any information which it has acquired in relation to the other Party in consequence of negotiating this Contract and providing the Services.

(b) Neither Party shall use the other Party's confidential information for any purpose other than to provide its obligations under this Contract. Each Party shall ensure that its officers and employees comply with the provisions of this Clause.

(c) The obligations on a Party set out in this Clause shall not apply to any information which:

(i) is publicly available or becomes publicly available through no act or omission of that Party; or

(ii) a Party is required to disclose by order of a court of competent jurisdiction or

(iii) is required by law.

The provisions of this Clause shall survive any termination of this Contract for a period of **five (5) years** after termination.

11. Prohibition of conflicting activities

The Service provider:

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

12. Indemnification The Service provider shall defend, indemnify, protect and hold harmless the Client and its agents, servants and employees from and against any and all suits, claims, demands and damages of whatsoever kind or nature arising out of any negligent act, error, breach or default or omission of the Service provider, its agents, servants, Subservice providers and employees in the performance of its obligations hereunder including but not limited to expenditure for and costs of investigations, hiring of experts, witnesses, court costs, Attorneys' settlements, judgments or otherwise.

13. Extra Services If the Service provider is of the opinion that any services to be provided are outside the scope contemplated herein and constitute Extra Services, the Service provider shall notify the Client, in writing within seven (7) days of that fact. In the event that the Client determines that any services constitute Extra Services, it shall provide extra compensation to the Service provider upon a mutually agreed fair and equitable basis. In the event that the Client and the Service provider do not reach mutual agreement on what constitutes Extra Services or fair and equitable compensation, the dispute resolution provisions of Clause 19 hereof shall apply.

14. Force Majeure

14.1 Definition

- (a) 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, 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.
- (b) Force Majeure shall not include:

- (i) any event which is caused by the negligence or intentional action of a Party or such Party's Subservice providers, agents or employees;
- (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of the negotiation of this Contract and avoid or overcome in the carrying out of its obligations hereunder; nor
- (iii) insufficiency of funds or failure to make any payment required hereunder.

14.2 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.

14.3 Measures to be taken

- (a) 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.
- (b) A Party affected by an event of Force Majeure shall notify the other Party in writing of such event as soon as possible, and in any event not later than seven (7) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

14.4 Extension of Time

Any period within which a Party shall pursuant to this Contract, complete any action, deliverable, test, report or task, shall be extended for a period equal to the time during which such Party was unable to provide such action, deliverable, test, report or task as a result of Force Majeure.

14.5 Payments

The Client shall not be liable to make any payments under the Contract in respect of the period of the Service provider's inability to provide the Services 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 provision of the Services.

14.6 Consultation

Not later than seven (7) days after the Service provider as the result of an event of Force Majeure has become unable to provide a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

15. Inspection of records and Audit

- (a) Duly authorized Client representatives shall have access upon the provision of reasonable notice, to all records pertaining to the Services provided; for inspection for the purposes of supervision, checking, observations and

reporting directly to the Client when such need arises. The Service provider further agrees to co-operate with the Client's officers assigned to the Inspection or Audit. All reports arising from inspections shall be kept strictly confidential between the Client's officers and the Client.

(b) The Service provider agrees to give access to auditors appointed by the Client, upon the provision of reasonable notice, to all records pertaining to the Deliverables herein for the purposes of auditing, when such need arises. The Service provider further agrees to co-operate with the audit staff assigned to the audit.

16. Termination

16.1 Termination by the Client

The Client may terminate this Contract by not less than fourteen (14) days written notice to the Service provider, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause:-

- (a) If the Service provider fails to remedy a failure in the performance of its obligations hereunder within seven (7) days after being notified or within such further period as the Client may have subsequently approved in writing;
- (b) If the Service provider submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Service provider knows to be false;
- (c) If, as the result of Force Majeure, the Service provider is unable to provide a material portion of the Services for a period of not less than fourteen (14) days; or
- (d) If the Service provider fails to comply with any final decision reached as a result of a dispute resolution process outlined in Clause 19 hereof;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

16.2 Termination by the Service provider

The Service provider may terminate this Contract by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause:

- (a) If the Client fails to pay any money due to the Service provider pursuant to this Contract and not subject to dispute resolution pursuant to Clause 19 hereof within fourteen (14) days after receiving written notice from the Service provider that such payment is overdue;
- (b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within fourteen (14) days (or such longer period as the Service provider may have subsequently approved in writing) following the receipt by the Client of the Service provider's notice specifying such breach;

- (c) If, as the result of Force Majeure, the Service provider is unable to provide a material portion of the Deliverables for a period of not less than thirty (30) days;
- (d) If the Client fails to comply with any final decision reached as a result of a dispute resolution process outlined in Clause 19 hereof; or
- (e) If the Client submits to the Service provider a statement which has a material effect on the rights, obligations or interests of the Service provider and which the Client knows to be false.

16.3 Payment upon Termination

- (a) If the Service provider has a claim for compensation in respect of termination, the Parties shall discuss the claim for compensation and if the Parties are unable to come to an agreement, the Parties agree to refer the matter to dispute resolution pursuant to Clause 19 hereof.
- (b) Any termination of the Contract (howsoever occasioned) shall not affect any accrued rights or liabilities of either party.

16.4 Disputes about events of Termination

- (a) If either Party disputes whether an event specified in Clauses 16.1 or 16.2 hereof has occurred, such Party may, within fourteen (14) days after receipt of notice of termination from the other Party, refer the matter to dispute resolution pursuant to Clause 19 hereof and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting dispute resolution settlement.
- (b) If the Parties do not agree upon the value of the Services provided prior to the termination of the Contract, the provisions for dispute resolution outlined in Clause 19 hereof shall apply.

17. Assignment

The Service provider shall not assign this Contract any portion of it without the Client's prior written consent.

18. Notices

18.1

Any Notice given under this Contract shall be in writing and may be served on the other Party:-

- (a) personally;
- (b) by registered mail; or
- (c) by email correspondence.

18.2

A Notice shall be deemed to have been served:-

- (a) if it was served in person, at the time of service;
- (b) if it was served by registered mail; or

18.3

(c) if it was sent by email to the other party and the other party acknowledges receipt via a read receipt or an email reply.

Each party's address for service shall be:

FOR THE CLIENT

Permanent Secretary

c/o []

Ministry of Trade and Industry

Level 17, Nicholas Tower

63-65 Independence Square

Port of Spain

Email Address:

FOR THE SERVICE PROVIDER

Name of Service provider

Address of Service provider

.....

Email Address:

18.4 Change of address

Each of the Parties shall give notice to the other of the change of any address or email address at the earliest possible opportunity but in any event within forty-eight (48) hours of such change.

19. Dispute Resolution

- (a) Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted for resolution by either Party to a mediator mutually agreed upon by the Parties herein.
- (b) Unless otherwise agreed by both Parties, neither Party shall be entitled in any proceeding, whether before a mediator or in any court of law or otherwise, and whether or not in relation to the dispute, to invoke or rely on any of the views expressed or statements made or written by either Party during the negotiations referred to in this Clause.

(c) In the event that the Parties are unable to mediate the dispute, either Party may initiate legal proceedings in the Courts of Trinidad and Tobago in accordance with the Supreme Court of Judicature Act, Chapter 4:01, unless otherwise agreed by the Parties.

20. Law governing Contract

(a) This Contract, its meaning and interpretation and the relation between the Parties shall be governed by the Laws of the Republic of Trinidad and Tobago which shall mean the present laws, and any amendments thereto or new laws passed during the continuance of this Contract and shall be deemed to have been made in the Republic of Trinidad and Tobago.

(b) Any proceedings arising out of, or in connection with this Contract may be brought in any court of competent jurisdiction in the Republic of Trinidad and Tobago.

21. Insurance

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

22. Amendments

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

23. Entire Contract

This Contract contains all covenants, stipulations and provisions by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or Contract not set forth herein.

The mutual rights and obligations of the Client and the Service provider shall be as set forth in this Contract, in particular:

(a) the Service provider shall provide the Services in accordance with the provisions of this Contract;

(b) the Client shall make payments to the Service provider in accordance with the provisions of this Contract; and

(c) the Permanent Secretary, Ministry of Trade and Industry shall not be personally liable for anything arising out of this Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

SIGNED by the within-named)

Permanent Secretary, Ministry of Trade and Industry,)

for and on behalf of the Government of the Republic of)

Trinidad and Tobago in the presence of: -)

.....

Witness signature

.....

Witness name (*in block letters*)

.....

Post

.....

.....

Address

Signed by)

for and on behalf of)

.....)

in the presence of: -)

.....

Witness signature

.....

Witness name (*in block letters*)

.....

Post

.....

.....

Address