



MINISTRY OF COMMUNICATIONS
TIC Building Lady Young Road, Morvant
Port of Spain, Trinidad, W.I.
Phone (868) 674-1333 (MoC) - Fax: (868) 674-0393

BIDDING DOCUMENT

REQUEST FOR PROPOSAL

FOR

**THE PROVISION OF JANITORIAL SERVICES TO THE MINISTRY
OF COMMUNICATIONS GOVERNMENT PRINTERY SITE ETECK
PARK, FREDERICK SETTLEMENT CARONI**

June 2020

**MINISTRY OF COMMUNICATIONS
GOVERNMENT PRINTERY**

**TENDER FOR THE PROVISION OF JANITORIAL SERVICES TO THE MINISTRY
OF COMMUNICATIONS GOVERNMENT PRINTERY SITE ETECK PARK,
FREDERICK SETTLEMENT, CARONI**

The Ministry of Communications (MoC) wishes to invite sealed Bids from eligible Bidders for the service identified.

A complete set of Bidding Documents comprising the following are attached:

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INTRODUCTION:

Prospective Bidders (hereinafter “Bidders”) are invited to submit a proposal for the requested service. Bidders are required to visit the site to conduct a preliminary but detailed assessment of the existing system for the purpose of developing their proposal.

Bidding documents (hereinafter “Request for Proposal or RFP”):

The Invitation to Bid and the following list of documents make up the complete package of Bidding Documents:

Section A –Instruction to Prospective Bidders

Section B - Scope of Services and Requirements

Section C –Price Schedule

Section D –Bid Form

Section E – Bid Conformance Sheet

Section F– Bid validity

Section G – Standard contract

Bidders are advised that one contract will be awarded for these services.

SECTION A: INSTRUCTIONS TO PROSPECTIVE BIDDERS

A mandatory bidder’s conference/site visit is to be held at the Government Printery meeting room located at the eTeck Park, Frederick Settlement, Caroni on **June 23, 2020 at 10:00 AM**. To schedule/register for the bidder’s conference/site visit at this solicitation, all interested persons must contact either Mr. Ravi Heeradhan at 674-1333 Ext: 2004/email: ravi.heeradhan@moc.gov.tt), or Mrs. Rhonda Roberts at 674-1333 Ext: 4006/email: Rhonda.Roberts@moc.gov.tt between the hours of **8:30 AM – 4:00 PM Monday to Friday**. All clarifications or changes to the solicitation resulting from the bidder’s conference will be included as an amendment to the solicitation. Finally, bidders who do not register before the scheduled date or attend the bidder’s conference are precluded from submitting a bid. Bidders would be given a tour of the site subsequent to the Bidder’s Conference.

I.0 GENERAL INFORMATION

- I.1 The Ministry Communications (herein “The Client”) will select a firm/organization from those whose proposals are deemed eligible and which satisfy the evaluation criteria indicated in Section 9.
- I.2 By submitting a Proposal, Bidders accept that they are bound by the Ministry’s bidding process and the terms contained herein.
- I.3 Bidders should :
 - i. Examine the RFP and all information provided by the Ministry
 - ii. Familiarize themselves with local conditions and take these into account when preparing their proposals
 - iii. Consider all risks, contingencies and other circumstances relating to the delivery of the services, and include adequate provision in the Proposal to manage such risks and contingencies
 - iv. Document in the Proposal all assumptions and qualifications made about the delivery of the services

- v. Satisfy themselves as to the correctness and sufficiency of the Proposal including the proposed pricing.
- I.4 The Ministry is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.
- I.5 Minimum qualifications for Bidders: All Bidders must meet the minimum qualifications stated below:
 - i. Valid Income Tax Clearance Certificate;
 - ii. Valid Value Added Tax (VAT) Clearance Certificate; and
 - iii. Valid National Insurance Clearance Certificate;
 - iv. Valid Public liability and Workmen Compensation Insurance Certificate;
 - v. Bid validity period ninety (90) days;
 - vi. Bids which are not signed, or are in unsealed envelopes, or contain alterations, or erasures which are not initialed by the tenderer would not be considered.
 - vii. See **section 7.0** for further details.

Failure to comply with the above mandatory requirements would result in the bid being disqualified.

2.0 PROPOSAL DOCUMENTS

- 2.1 All documents, correspondence, and any other formatted communications shall be written in the English Language.
- 2.2 The system to be utilised for submitting the proposals is that of the two sealed envelope system consisting of the Technical Proposal and the Financial Proposal.

2.3 QUESTIONS AND CLARIFICATIONS

- 2.3.1 It is requested that all questions and requests for clarification regarding this RFP be submitted in writing via email or fax to the Ministry's Point of Contact for this tender, as follows:

Mrs. Rhonda Roberts
Ministry of Communications,
TIC Building Lady Young Road,
Morvant.
Port of Spain, Republic of Trinidad and Tobago
West Indies
Telephone No: 1(868) 674-1333 Exts. 4006
Facsimile: 1(868) 674-0393
Email: Rhonda.Roberts@moc.gov.tt

- 2.3.2 The deadline for submission of questions and requests for clarification is **4:00 p.m. on June 29, 2020**. A copy of all written questions and answers will be provided to all bidders.
- 2.3.3 Responses to questions submitted by the above deadline will be distributed via email to all bidders who registered for this solicitation on or before **4:00 p.m. on July 03, 2020**. Such responses may constitute an amendment to the RFP. Only written responses to written communications shall be considered official and binding upon the Government of the Republic of Trinidad and Tobago. The Ministry of Communications reserves the right to determine appropriate and adequate responses to written comments, questions, and requests for clarification.
- 2.3.4 Any oral communications between the Ministry and Bidders shall be considered unofficial and non-binding.

3.0 PREPARATION OF ENVELOPE AND SUBMISSION OF BID

- 3.1 Bidders are to submit one (1) original and five (5) copies each of the Technical and Financial Proposals and mark "Original" and "Copy" as appropriate.
- 3.2 The original and all copies of the Technical Proposal should be placed in a **sealed** envelope clearly marked:

Envelope A: Technical Proposal – Tender Number MoC/0001/20

"Tender for the Provision of Janitorial Services to the Ministry of Communications Government Printery site, eTeck Park, Frederick Settlement Caroni"

The original and all copies of the Financial Proposal should be placed in a **sealed** envelope clearly marked:

Envelope B: Financial Proposal – Tender Number MoC/0001/20

"Tender for the Provision of Janitorial Services to the Ministry of Communications Government Printery site, eTeck Park, Frederick Settlement Caroni"

- 3.3 The envelope must be addressed to :

Permanent Secretary
Ministry of Communications
TIC Building,
Lady Young Road,
Morvant.

- 3.4 The Bidder's name and address must be included on each envelope.

- 3.5 Proposals submitted via fax or e-mail will not be accepted.
- 3.6 Any proposals received after the deadline for any reason shall not be considered and will be returned unopened to the bidder.
- 3.7 The proposals must be deposited in the Tender Box labelled **“PROVISION OF JANITORIAL SERVICES TO THE GOVERNMENT PRINTERY”** located in the ground floor Lobby at the Ministry Communications, TIC Building Lady Young Road, Morvant, **no later than 4:00 PM on July 17, 2020**. Please note that the Tender Box slot has the dimensions 37 cm (length) x 9 cm (width). Proposals should be packaged to fit into this slot.

4.0 PREPARATION OF PROPOSALS

- 4.1 The Bidder is expected to examine all terms and instructions included in the proposal documents. All information requested as mandatory information must be provided.
- 4.2 Bidders must provide the following in their Proposal:
- (i) The full name, signature, office and business address of the Bidder
 - (ii) The signature of the person making the offer, or in the case of a company, partnership or business firm, by a duly authorised officer or employee of such company, partnership or business firm.
- 4.3 The initials of the person making the offer must be inserted next to any alterations or erasures made in the case of a company, partnership or business firm, the initial of a duly authorised officer or employee of such company, partnership or business firm.
- 4.4 In the case of any discrepancy between the copies of the proposals, the original will govern. The original and each copy of the proposal must be prepared in indelible ink and must be signed by the authorised representative of the Bidder.
- 4.5 Firms must include all required information, certifications, and other requested material with their proposals in order to be considered responsive. Proposals submitted by individuals or firms which do not comply with Section 7 requirements will be disqualified.
- 4.6 Any proposal information of this bid package that the Bidder considers confidential, proprietary, or a trade secret must be clearly identified as such in the proposal. Proposals will be kept confidential during the review process. However, once an award has been made, the Ministry may be required by law to disclose the proposals or parts that have been requested under relevant legislation.

5.0 MINISTRY’S AMENDMENT OF PROPOSAL PACKAGE

- 5.1 If it becomes necessary to revise or amend any part of the bid package prior to the submission deadline, the Ministry will provide an addenda to the Bidder.
- 5.2 No oral statement of any individual will in any manner modify or affect the terms and conditions of the bid package or any amendment hereto.
- 5.3 Any amendment to this package will be forwarded to bidders prior to the hour and date specified for receipt of the proposal.

- 5.4 Any Addendum will be sent in writing by letter, facsimile or email to Bidders and will be binding upon the Bidder. Receipt of any Addendum must be promptly acknowledged, by letter or facsimile to the Ministry Communications.

6.0 COSTING OF PROPOSALS

- 6.1 The Bidder shall bear all costs associated with the preparation and submission of the proposals, and contract negotiations. The Ministry of Communications shall in no case be responsible or liable for these costs regardless of the conduct or outcome of the tendering process.
- 6.2 By submitting a Proposal, the Bidder accepts that it shall bear any and all costs due to the Bidder's misinterpretation or misunderstanding of the Contract requirements, or because of any information which is known or should have been known to the Bidder, such as the Bidder's labour costs.

7.0 PROPOSAL REQUIREMENTS

The following documents are to form part of the bidder's submissions: Bidders must provide exemption statements or reasons for document(s) not included in its proposal. Mandatory documents are highlighted.

TECHNICAL INFORMATION	FINANCIAL INFORMATION	CERTIFICATES & STATEMENTS
A BRIEF DESCRIPTION OF THE BIDDER'S ORGANIZATION INCLUDING: <i>A copy of the Bidder's bylaws</i> <i>A copy of the Bidder's Articles of Incorporation</i> <i>A list of the directors of the Company</i>	BID VALIDITY <i>*Bidders must provide an assurance that their proposal will remain valid for an initial minimum period of ninety (90) days from the closing date of the proposal or as stated otherwise, during which time the Bidders will undertake to maintain, without change, the proposal staffing (including named personnel).</i> In exceptional circumstances, prior to the expiry of the original offer validity period, the Ministry may ask the Bidder for a specified extension in the period of validity. The request and responses thereto shall be made in writing.	<i>Statement of legal claims (previous and pending)</i> <i>*Valid Income Tax Certificate</i> <i>Or Exemption Statement</i> <i>Workmen Compensation and Public Liability Insurance Certificates</i>
COMMENTS ON THE SCOPE OF SERVICE AND REQUIREMENTS including: <i>The Bidder's technical approach to providing the Services</i> <i>A detailed Plan of the activities: expertise, methodology, management structure, key personnel and other needs, as well as timelines that are proposed to meet the</i>	INFORMATION ON FINANCIAL CAPACITY OF THE BIDDER <i>Audited statements made in accordance with approved standards for the last three (3) years</i>	<i>*Valid Value Added Tax (VAT) Clearance Certificate as issued by the Board of Inland Revenue and dated not more than six (6) months prior to the closing date of proposals.</i> <i>If a the bidder is not eligible to have a VAT Clearance Certificate then they must provide a</i>

<p>deliverables and objectives as outlined in the Scope.</p> <p>Acknowledgement of any Addenda issued by the Ministry of Communications, in response to any queries received by Bidders or for any other reason.</p> <p>OSHA Standards and Compliance.</p>		<p>statement from the Board of Inland Revenue indicating this.</p> <p>Relevant Safety Reports & Policy</p>
<p>REFERENCES</p> <p>Name 3 customers for whom your firm provides similar services, including one (1) current or most recent customer.</p> <p>List the type of services provided to each customer</p> <p>State the name and contact information including phone number of an individual for each customer who may be contacted to verify your work</p>	<p>BIDDERS ARE REQUIRED TO UTILIZE THE FINANCIAL PROPOSAL FORM ATTACHED, AND INCLUDE THE FOLLOWING:</p> <p>Prices detailed as per deliverable</p> <p>General Price Summary, based on each deliverable as outlined in the Scope of Services and Requirements</p> <p>The Value Added Tax must be shown in the proposal price</p> <p>All quoted prices are to be expressed in Trinidad and Tobago Dollars (TTD), with regard to international firms, prices are to be expressed in United States Dollars (USD)</p>	<p>*Valid National Insurance Certificate of Compliance (issued in accordance with the National Insurance Act)</p> <p>Or Exemption Statement</p>

8.0 REQUIRED PROPOSAL FORMAT

8.1 Proposals should be prepared in the following order:

Technical Proposal:-

- i. Bid form which should include concerns/assumptions you may have about the required Scope of Services. A sample is provided as Section D.
- ii. Bid conformance sheet. A sample is provided as Section E.
- iii. Bid Validity. A sample is provided at Section F.
- iv. Background of firm which includes insurance information
- v. 3 References [see 7.0 above]
- vi. Scope of Services including but not limited to details of the following:
 - a. Description of how your firm is qualified and/or equipped to provide the goods and services.
 - b. State what is required on site to fulfill your obligations on this project outlined in section 7 and this RFP.
 - c. Describe your quality assurance approach, specifying how you propose to supply, execute, monitor, evaluate, control and report on the activities and resources required to deliver and satisfy the full scope to guarantee customer satisfaction and expectations.

- vii. Financial Status: Include financial statements for the last 3 years or similar bank records.
- viii. Certificates & Statements identified in section 7.

Financial Proposal:-

- I. Price Schedule: Include a breakdown of pricing for all aspects of the Scope of Services, and quote Value Added Tax as a separate figure. A sample is provided at Section C.
- II. All equipment, resources, support services and hardware and software must be itemised in section C;
- III. All fees and warranties cost must be clearly stated in section C;
- IV. All activities must be costed out separately, and in the case of those for which no costing information is provided, it will be assumed that they are included in the overall amount cited in the Financial Proposal; and
- V. The Financial Proposal must take into account all tax liability.

9.0 EVALUATION OF THE PROPOSAL

- 9.1 **Evaluation Criteria:** Proposals will be evaluated in accordance with the two (2) envelope system, based on the criteria listed below. Bidders who qualify with a minimum of 70 points out of a maximum of 100 points in the Technical Evaluation, will qualify for the financial evaluation. The Ministry's Evaluation Committee will evaluate compliant proposals in accordance with the table below.

#	CRITERIA	MINIMUM POINTS	MAXIMUM POINTS
1	Capability & Resources to Deliver Services: Competence of the bidder based on availability of experienced staff, qualified supervision, implementation plan and responsiveness to scope of services.	20	25
2	Experience: Proven performance, experience, technical knowledge and competence in having completed Similar archival Projects with relevant references.	20	25
3	Safety: Compliance with the Occupational Health and Safety Act.	10	15
4	Financial Capacity: Financial viability of firm based on audited and/or other financial statements.	05	15

5	Service Quality: Demonstration of a clear understanding of the quality requirements identified in the scope of services, thoroughness and best practice regarding the quality assurance and quality control approaches.	15	20
	TOTAL	70	100

- 9.2 Based on the results of the technical evaluation, the envelope containing the financial proposals of the bidder with the highest ranked Technical Proposal will be opened and this bidder will be invited to enter into contract negotiations with the Ministry. All the remaining envelopes presented by the other bidders will remain sealed and if an agreement is reached with the first bidder, the envelopes will be returned to the respective Bidders unopened. If an agreement on the terms of the contract is not reached with the first bidder, negotiations will be initiated with the second Bidder, and so on until a satisfactory agreement is reached. The inability to agree on detailed costs or compensation for services, or a judgement on the part of the negotiating team that such costs or compensation are inappropriate or excessive, shall be sufficient cause for notifying the bidder of the rejection of its proposal, and for initiating negotiations with the Bidder which follows in the order of merit. Once a Bidder has been rejected it will not be recalled for further negotiations on the contract.
- 9.3 The Ministry will notify all unsuccessful bidders of the outcome of the evaluation process, including the name of the successful bidder, if any.
- 9.4 Where negotiation with the bidder is successful, the Ministry will enter into formal contract with the bidder, on terms and conditions contained in the standard contract.

10.0 DISCLAIMERS

- 10.1 This RFP does not constitute a binding offer of award for the stipulated services. Upon selecting a firm, the Ministry and the firm will be required to enter into a formal contract for the services. Neither the RFP nor the RFP process creates a contract or any legally binding relationship between the Ministry and a bidder.
- 10.2 The Ministry will not be liable in any way whatsoever for any direct or indirect damage, loss or cost incurred by a bidder or any other person in respect of the RFP process.
- 10.3 The Bidder is expected to examine carefully all instructions, conditions and terms. Failure to comply with the requirements of the tendering procedures will be at the Bidder's own risk. The Ministry reserves the right to reject such offers without incurring any liability whatsoever.

11.0 Ownership of Documents

- 11.1 **Intellectual Property rights:** The RFP and its contents remain the property of the Ministry and all documents forming the Bidder's Proposal shall, once submitted, become the property of the Ministry.

- 11.2 Proposals will not be returned to Bidders at the end of the procurement process.
- 11.3 All proposals submitted will be considered the property of the Ministry.
- 11.4 Consider any licenses obtained, or ownership of IP rights in the proposal be transferred from the bidder or its licensors to the NATT upon the formal execution of a contract. Additionally, the bidder grants the Ministry a non-exclusive, non transferrable, license to retain, use, copy and disclose information contained in the proposal.

12.0 Ethical Consideration

- 12.1 **Bid-rigging and Anti-collusion:** Bidders will be disqualified from participating further in this process if they:
- i. engage in collusive, deceptive or improper conduct in the preparation and submission of their Proposals;
 - ii. engage in collusive, deceptive or improper conduct in discussions with the Ministry or while negotiating with the Ministry.

In submitting a Proposal, a Bidder warrants that its Proposal has not been prepared in collusion with competitor.

The Ministry reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Bidders to the appropriate authority and to provide that authority with all relevant information including the Bidder's proposal.

- 12.2 **Ethics:** Bidders who attempt to influence or provide any form of personal inducement, reward or benefit to any of the Ministry's representatives will be disqualified from participating further in the procurement process.

13.0 Conflict of Interest

- 13.1 Bidders must immediately inform the Ministry should a conflict of interest arise during the procurement process. A material conflict of interest may result in a bidder being disqualified from participating further in the procurement process.

14.0 Confidential Information

- 14.1 The Ministry will take reasonable steps to protect confidential information contained in the proposal and subject to applicable law, will not disclose confidential information to a third party without the bidder's prior written consent.

PLEASE PROCEED TO SECTION B

SECTION B: SCOPE OF SERVICES AND REQUIREMENTS

INTRODUCTION

The MoC is committed to the maintenance of its facilities, equipment and infrastructure in all its divisions to meet both User needs and OSH/Statutory requirements. All office & building spaces shall conform to the specifications outlined in section **C** as it relates to the standards, professionalism, terms and conditions stated herein.

B. SCOPE OF SERVICES

This Scope of Services covers the provision of Janitorial Services as outlined in **Table I** and specifications herein. The successful bidder shall be required to furnish all labour, cleaning supplies, competent supervision, materials, consumables, transport, equipment and payments to staff.

Please Note:

1. Additional services if required must have the approval of the Permanent Secretary before executing.
2. Glass should be cleaned per manufacturer's recommendations using products and methods consistent with those recommendations and that of the industry.
3. Environmentally-friendly products, pre-approved by the MoC/Government Printery must be used for carrying out the full scope of services herein.
4. The successful bidder shall provide a complete inventory of Janitorial supplies once a month, which will be verified by the MoC's Facilities Unit.
5. The successful bidder shall maintain the Janitor closets in a neat and orderly fashion.
6. All work shall be performed under the supervision of a qualified supervisor.
7. The Facilities Unit shall inspect work performed by the successful bidder on a regular basis. In the event of work performance deficiencies, the successful bidder's representative will be notified. Notification may be verbal or written, and the deficiency must be rectified within 24 hours or next business day of notification.
8. The successful bidder shall establish a work schedule clearly indicating the dates, days, times and number of personnel/resources assigned to the various tasks to satisfy all specifications and requirements identified in **Table I**. A copy of this schedule shall be supplied to the MoC/Government Printery.
9. A cleaning form showing completion and quality of tasks executed, as well as performance for the designated period (monthly), must be signed by MoC/Government Printery Facilities Unit and submitted together with the successful bidder's invoice for payment by the Ministry.
10. The successful bidder shall provide the MoC/Government Printery with a complete list of employees who will be providing the required services, **A current police certificate of good character must also be provide for each employee.**

C. GENERAL SPECIFICATIONS

Standards of Performance

These standards are an outline of general expectations of cleanliness, but are not meant to replace or supersede the latest industry standards or materials and equipment manufacturers' recommendations. Each of the successful bidder's employee shall be equipped with the necessary equipment to carry out the proper performance of the cleaning as specified. This equipment shall be available and in possession of the Employees at all times while carrying out their duties.

Service Level (Acceptable Quality): The level of services as outlined in these Specifications shall consistently be maintained.

Blinds: Blinds shall be cleaned with a vacuum cleaner using tools designed for cleaning blinds. **Standard:** Blinds shall be free of dust and give an overall clean appearance.

Chrome Surfaces: Cleaning chrome requires the removal of surface spots, fingerprints, smudges, etc., with the appropriate chrome polish. **Standard:** Surfaces will present a clean uniform shining appearance free of all soil, marks, smudges, streaks.

Damp Mopping: Damp mopping requires the use of cotton or similar yarn type string mops (24 oz.) that have been mechanically wrung/squeezed to remove excess solution for purposes of removing light soil, dirt, liquid or other foreign material from a floor that does not require the complete mopping of the area or when the area is not soiled sufficiently to require wet mopping. **Standard:** A damp mopped floor shall be free of all dirt, debris soil, liquids or other foreign material. All splash marks/spots on walls and furniture/fixtures shall be removed before completion of the damp mopping task. All items moved to accomplish this task shall be returned to their original positions.

Disinfecting: Disinfecting is the application of a germicidal solution to surfaces to kill or neutralize 99.9% of the material containing or supporting the growth of bacterial/viral organisms. Surfaces should remain "wet" for a minimum of 10 minutes or per manufacturer's recommendation. **Standard:** Surfaces shall be as free of material containing living bacteria, viruses, or other contaminations that are capable of causing infections.

Dispenser Cleaning and Service: Dispenser cleaning/service requires damp wiping dispensers with a disinfectant, checking/refilling of all towel, toilet tissue, seat covers, soap, or any other dispensers which is identified in **Table I** and on the site visit. **Standard:** Dispensers will be disinfected, present a clean uniform shining appearance free of all soil, marks, smudges, streaks and will have an adequate supply of the applicable dispensed products.

Dusting: Normal or low dusting includes all levels up to six (6) feet in height. All high dusting will be above six (6) feet high. **Standard:** Items shall be free of any laden airborne materials, streaks, smudges, and cobwebs. Laden airborne matter shall be removed by either mechanical, chemical, or manual means. Devices, which merely displace or redistribute the matter, such as feather dusters, will not be used, unless treated to attract and hold the matter. All items moved to accomplish this task shall be returned to their original position.

Entrance Glass: Cleaning of glass is cleaning the inside and outside glass surfaces and the surrounding boundary of the applicable entrance area. **Standard:** Glass shall be free of streaks, smudges, fingerprints, etc. Surfaces surrounding the entrance shall be free of dirt, dust, fingerprints, and have a clean appearance.

Entrance Mats: Carpet mats shall be vacuumed with a commercial vacuum before spot cleaning. Entrance mats made of rubber or polyester shall be swept, shaken, vacuumed or washed. Entrance mats shall be lifted, moved to remove soil and moisture underneath, and replaced. **Standard:** There shall be no dirt left on surfaces.

Fixtures: Cleaning of restroom & kitchen fixtures and fountains require the removal of dust, dirt, debris, spots, stains, and smears from sinks, slop sinks, toilets, urinals, and fountains with a germicidal solution. **Standard:** Fixtures will be disinfected and there shall be no dust, dirt, spots or debris on the fixtures.

Furniture: Cleaning of furniture and tables requires dusting and/or damp wiping. **Standard:** Surfaces are to be free of dirt, dust, debris, marks, and film.

Glass/Window: Glass and window cleaning requires the removal of dirt, soil, smudges, fingerprints, and other foreign material from glass window, doors, partitions, or any other items, which may consist in whole or part of a glass, or similar material including mirrors. **Standard:** Glass surfaces shall be free of all dirt, soil, smudges, streaks, smears, film, or any other foreign substances. All excess spray/solution must be removed from any surrounding trim or surfaces and glass/window surfaces shall have a uniformly bright appearance. Any items moved to accomplish this task must be returned to their original positions.

Policing: Policing is picking up paper, trash, empty bottles, containers, and other discarded materials; spillages, accidents, plumbing failures, and inclement weather. **Standard:** Area(s) being policed shall be free of debris. Area(s) shall present an overall clean appearance.

Polishing: Polishing requires the use of a high-speed floor machine and a clean pad designed for polishing or buffing. **Standard:** The floor should have a “non-yellowed” high-gloss appearance.

Receptacles and Cleaning: Cleaning and disinfecting receptacles is defined as wiping or washing containers with a germicidal solution and replacing plastic liners. **Standard:** Receptacles shall be considered properly cleaned when both the inside and outside are clean, free of stains, dried refuse and odors, and a plastic liner replaced, if necessary.

Refrigerators: Requires cleaning outside surfaces, especially the handles with a germicidal detergent solution. **Standard:** Outside surfaces shall present an overall clean appearance.

Restrooms: Cleaning of restrooms requires the removal of trash, cleaning of floors, fixtures, urinals, toilets, receptacles, faucets, handles, dispensers, walls, partition stalls, and doors with a germicidal solution. All glass, chrome, and stainless steel surfaces shall be cleaned and buffed to a shine. **Standard:** Restrooms shall be considered properly cleaned when floors are mopped and fixtures, urinals, toilets, waste receptacles, wash basins, faucets, handles, dispensers, partition stalls, and doors are cleaned with a germicidal solution. All glass, chrome, and stainless steel surfaces shall be cleaned and buffed to a shine, waste receptacles emptied, and dispensers refilled.

Scrubbing: Machine scrubbing requires the use of mechanized scrubbing/vacuum machines to be more aggressive than wet mopping; this may include large areas such as halls, lobbies, garages, ramps, or similar large areas which would otherwise require extensive labor to complete in a reasonable time period. **Standard:** Machine scrubbing shall be held to the same quality standard as wet mopping and shall remove all scuff marks.

Spot Cleaning: Spot cleaning requires the removal of dirt, soil, debris, liquids, stains, or other foreign materials from carpeted areas which can be accomplished by cleaning only the immediately affected area where cleaning the whole area would not be necessary. Spot cleaning may be accomplished by any of the methods contained herein and as dictated by the circumstances of the soiling. Carpet spots shall be removed immediately with an approved carpet cleaning solution in such a manner, which will not leave rings or discoloration. **Standard:** Spot cleaning shall remove completely any evidence of the soiling which necessitated the cleaning, and return the finish of the area affected to its pre-soiled condition without evidence of occurrence or cleaning.

Sweeping or Dust Mopping: Sweeping/dust mopping requires the removal of loose dirt, dust, debris, and other foreign material through either manual or mechanized methods, as appropriate for the location and situation. **Standard:** A swept area shall be free of all loose dirt, grit, lint, dust, debris, or other foreign material with no build up in corners, crevices, under or around furniture parts. All items moved to remove dirt shall be returned to their original location.

Trash/Waste Removal: Trash/waste removal requires the collection of all materials, which have been placed into appropriate containers, and taken to a specified site for disposal. **Standard:** All trash/waste and soiled liners shall be removed from all trash/waste containers, and a new trash/waste liner shall be fitted into all such containers.

Vacuuming: Vacuuming requires the mechanical removal of loose dust, dirt, soil, debris, and other foreign material from carpeted floors and other items (e.g. couches, chairs, walls, curtains/drapes), which require this method of cleaning. **Standard:** There shall be no evidence of any dust or dirt or any other loose foreign material. Materials shall be left in a lint free state. All items moved during this process shall be returned to their original positions.

Wet Mopping: Wet mopping requires the removal of built up dirt, soil, liquids, or other foreign materials from a floor using clean cotton or similar yarn type string mops (24 oz.) and mechanically wrung out so as to have sufficient neutral detergent and water solution or disinfecting detergent and water solution. This shall include rinsing if required or as recommended by the detergent manufacturer. **Standard:** A wet mopped floor shall be free of all dirt, debris, soil, liquids, or other foreign material. It will present a uniform appearance free of streaks, smudges, heel marks, or any other marks, which can be reasonably removed through this cleaning method. All splash marks/spots on walls and furniture/fixtures shall be removed before completion of the wet mopping task. All items moved to accomplish this task shall be returned to their original positions.

Equipment and Tools: The Contractor shall supply all tools and equipment necessary to perform the duties outlined in the above scope of services.

D. SCHEDULE

Satisfactory completion of all tasks as outlined and scheduled is the responsibility of the successful bidder.

- I. Final working & cleaning schedules **must** be negotiated with the Government Printer and the Facilities Unit.

E. PRICE

Bidders are required to submit bids as outlined in the tasks breakdown structure in **Table I** herein, and all costs related to the individual tasks must be clearly identified as outlined in the table. A final total Lump Sum Price VAT inclusive must also be included.

F. KEY ASSUMPTIONS

The successful bidder shall be required to provide/supply staff, materials and supplies to carry out all tasks as scheduled without causing any delays or interference to the normal working operations at the Government Printery.

The successful bidder's staff would at all times conduct themselves in a professional manner.

G. INSPECTIONS AND REPORTING REQUIREMENTS

The facilities unit will be responsible for inspecting, accepting and signing-off on all tasks associated with the services herein. During the contract period, the facilities unit will conduct a monthly appraisal of the services in the presence of the successful bidder's representative. This will be based on standards for commercial facilities within the maintenance industry and the outcome of the regular inspections during the month.

Monthly reports shall also be prepared, signed, and dated by the successful bidder's supervisor for the facility and contain the following information as a minimum:

1. Checklist of all tasks performed for each facility and the signature of the employee who performed them along with that of the Ministry's facilities officer.
2. Discrepancies from the routine work scheduled and an explanation of the circumstances involved.
3. Any damage or defect of the Ministry's property where the successful bidder has responsibility should be documented on reports with sufficient description and identified location for follow up by the facilities unit.
4. Signature of the successful bidder's Supervisor attesting that they have reviewed and agreed with the employee work summary, any and all problems and/or complaints or minor nature. Failure to provide the report on a monthly basis with the requested information to the facilities unit will result in the withholding of payment from the monthly invoiced amount, for the days of work in question. In addition, all daily, twice weekly, weekly, monthly, quarterly, semi-annual, and annual tasks shall be clearly listed on the monthly report. The facilities unit will verify the information presented on the invoice with the monthly report. If a task is not listed on the monthly report, the successful bidder will not be paid for the service. If reports are not provided in a timely manner, this shall be sufficient cause to immediately terminate the contract. All monthly reports shall be delivered to the facilities unit which is responsible for processing invoiced payments. Monthly reports and forms are the responsibility of the successful bidder's supervisor.

H. CLEANING FREQUENCY

Please see details in table I below:

TABLE I: SPECIFICATIONS FOR SCOPE OF WORKS							
No	Areas	FREQUENCY					
i.	Comply with the relevant Health and Safety Practices for the type and nature of works to be carried out and with the relevant section of the Occupational Health and Safety Act and Amendments.						
ii.	Provide all resources required to perform each duty mentioned hereunder.						
A	COMMON AREAS / OFFICE AREAS / CONFERENCE ROOMS / BASEMENT / CAR PARKS	DAILY	WEEKLY	F/NTLY	MONTHLY	QTLY	ANNUALLY
1	REFUSE - CONTAINERS						
a.	Empty Containers and Replace Liner	X					
b.	Empty, Clean and place liner for the recycling containers	X					
c.	Clean and disinfect waste receptacles		2X				
2	CLEAN & DISINFECT						
a.	Clean Doors, Walls and Frames	X					
b.	Clean and disinfect handles, handrails, electrical switches and outlet covers	X					
c.	Clean and disinfect drinking fountains	X					
d.	Clean and disinfect telephones	X					
e.	Spot clean all ceilings				X		
f.	Clean all elevator doors, tracks and fixtures	NR					
3	FURNITURE						
a.	Clean furniture & chairs	X					
b.	Damp wipe furniture		X				
c.	Vacuuming upholstered furniture		2X				
d.	Furniture, chairs, garbage and recycle containers are to be placed back into their appropriate locations after all jobs.	X					
4	DUSTING						
a.	Dust all horizontal surfaces, window ledges, light fixtures, picture frames		X				
b.	Dust Furniture, tables, chairs	X					
c.	High Dust - Dust all areas over 6 feet from the floor e.g. AC Vents, Grills, Exhaust Fans, Ceiling Fans Lights, Door tops, Frames, Clocks etc.,		X				
d.	Dust and damp wipe all partitions	X					
e.	Dust overhead bins, file cabinets, partitions	X					
5	WINDOWS, GLASS AND BLINDS						
a.	Clean entry glass both internally and externally	X					
b.	Clean Window Blinds		X				
c.	Clean office glass/partitions both interior and exterior		2X				
6	CARPET						
		X					

	Vacuum carpets, mats, rugs throughout the facility and in offices	X					
b.	Replace all furniture that was removed to accomplish item 6 (a)	X					
c.	Vacuum carpet edges and corners where floor and wall intersect or around bases of any objects	X					
d.	Spot Clean carpets which will include extraction and shampooing of any stains	X					
e.	Shampooing of all carpets, rugs and mats in the facility					X	
7	FLOORING - CERAMIC TILE FLOORS						
a.	Sweep Ceramic tile floors		X				
b.	Damp mop and disinfect tile floors with appropriate cleaning agents	X					
c.	Machine Scrub all ceramic tile flooring until all stains and dried refuse are removed	X					
d.	Clean all Baseboards with the appropriate cleaning product to remove all discoloration				X		
e.	Spot Clean all flooring		X				
f.	Strip seal and polish flooring (where applicable)				X		
8	FLOORING - RUBBER/VINYL TILE (WHERE APPLICABLE)						
a.	Where applicable, Sweep flooring	X					
b.	Where applicable, Damp mop and disinfect floors	X					
c.	Clean all Baseboards with the appropriate cleaning product to remove any discoloration		X				
d.	Spot Clean all flooring			X			
e.	Strip seal and polish flooring (where applicable)					X	
9	FLOORING - CONCRETE						
a.	Sweep concrete floors thoroughly	X					
b.	Damp mop and disinfect concrete flooring to remove all stains	X					
c.	Clean baseboards (wood, vinyl, rubber, concrete, steel) with appropriate products		X				
d.	Spot Clean all flooring			X			
e.	Strip seal and polish flooring (where applicable)					X	
10	STAIR WELLS						
a.	Sweep floors thoroughly	X					
b.	Damp mop and disinfect flooring to remove all stains	X					
c.	Clean baseboards (wood, vinyl, rubber, concrete, steel) with appropriate products	X					
d.	Apply 2.a, 2.b, 4.a, 4.c, 7, 8 and 9 to all stairwells						
e.	Spot Clean all flooring and walls			X			
f.	Strip seal and polish flooring (where applicable)					X	
11	FLOORING - HARDWOOD AND CORK (WHERE APPLICABLE)						
a.	Sweep hardwood and cork floors	X					
b.	Damp mop with the appropriate floor cleaner	X					
c.	Clean Baseboard with the appropriate product		X				
d.	Spot Clean all flooring			X			
e.	Strip seal and polish flooring (where applicable)					X	

12	COBWEBBING						
a.	Cobweb entire facility		X				
13	CARPARK						
a.	Sweep all paved and concrete areas	X					
c.	Sweep grano/paved areas	X					
e.	Spot clean and remove all litter	X					
14	GROUNDS MAINTENANCE						
a.	Cut Spray grass on curbs, fences and walls		X				
b.	Cut lawn, hedges and shrubs		X				
c.	Rake leaves		X				
d.	Cut, trim, clear and remove over hanging branches from perimeter trees along the fence and premises				X		
e.	Free building & retaining wall of vines and weeds		X				
f.	Maintain Flower gardes		X				
g.	Sweep grano/paved areas	X					
h.	Pressure wash grano/paved areas				X		
i.	Rake and remove debris	X					
j.	Clean drains and pathways	X					
k.	Clean guttering	X					
15	DISPOSAL OF ALL TRASH COLLECTED AROUND AND IN THE FACILITY	X					
B	KITCHEN AREAS	DAILY	WEEKLY	F/NTLY	MONTHLY	QTLY	ANNUALLY
1	REFUSE - CONTAINERS						
a.	Empty waste containers and replace liner	X					
b.	Wipe Clean Containers to remove all stains, odors and dried refuse		2X				
c.	Empty, Clean and replace Liner for all Recycling Containers	X					
d.	Clean and disinfect waste receptacles		2X				
2	CLEAN & DISINFECT						
a.	Clean Doors, Walls, Frames and Kick plates	X					
b.	Clean and Disinfect handles, handrails, electrical switches and outlet covers	X					
c.	Clean and disinfect drinking fountains	X					
d.	Clean and disinfect telephones	X					
e.	Wipe counters, drain boards, cabinet fronts and pulls, countertops, tables, towel dispensers and appliances (exterior of refrigerator, vending machines, microwaves)	X					
f.	Clean and disinfect kitchen sinks, faucets, handles.	X					
g.	Restock paper towel and soap dispensers	As directed by Ministry's Representative					
h.	Spot Clean all ceilings				X		
3	FURNITURE						
a.	Clean Furniture, chairs, recycle containers	X					
b.	Damp wipe furniture with the appropriate products for the respective material		2X				
c.	Vacuuming upholstered furniture	X					

d.	Furniture, chairs, garbage and recycle containers are to be placed back into their appropriate locations after all jobs.	When moved					
4	DUSTING						
a.	Dust all horizontal surfaces, window ledges, light fixtures, picture frames	X					
b.	Dust Furniture, tables, chairs	X					
c.	High Dust - Dust all areas over 6" from the floor e.g. AC Vents, Grills, Exhaust Fans, Ceiling Fans Lights, Door tops, Frames, Clocks etc.,	X					
d.	Dust overhead bins, file cabinets, partitions (where applicable)	X					
5	WINDOWS, GLASS AND BLINDS						
a.	Clean Entry Glass both internally and externally.	X					
b.	Clean Windows and Blinds	X					
6	CARPET						
a.	Vacuum Carpets, mats, rugs throughout the facility and in offices	X					
b.	Replace all furniture that was removed to accomplish item 6 (a)	X					
c.	Vacuum carpet edges and corners where floor and wall intersect or around bases of any objects	X					
d.	Spot Clean carpets which will include extraction and shampooing of any stains			X			
e.	Shampooing of all carpets, rugs and mats in the facility				X		
7	FLOORING - CERAMIC TILE FLOORS						
a.	Sweep Ceramic tile floors	X					
b.	Damp mop and disinfect tile floors with appropriate cleaning agents	X					
c.	Machine Scrub all ceramic tile flooring until all stains and dried refuse are removed				X		
d.	Clean all Baseboards with the appropriate cleaning product to remove all discoloration		X				
e.	Spot Clean all flooring			X			
f.	Strip seal and polish flooring (where applicable)					X	
8	FLOORING - RUBBER/VINYL TILE (WHERE APPLICABLE)						
a.	Where applicable, Sweep flooring	X					
b.	Where applicable, Damp mop and disinfect floors	X					
c.	Clean all Baseboards with the appropriate cleaning product to remove any discoloration		X				
d.	Spot Clean all flooring			X			
e.	Strip seal and polish flooring (where applicable)					X	
9	FLOORING - CONCRETE						
a.	Sweep concrete floors thoroughly	X					
b.	Damp mop and disinfect concrete flooring to remove all stains	X					
c.	Clean baseboards (wood, vinyl, rubber, concrete, steel) with appropriate products		X				
d.	Spot Clean all flooring			X			
e.	Strip seal and polish flooring (where applicable)					X	
11	FLOORING - HARDWOOD AND CORK (WHERE APPLICABLE)						
a.	Sweep hardwood and cork floors	X					

b.	Damp mop with the appropriate floor cleaner	X					
c.	Clean Bash board with the appropriate product		X				
d.	Spot Clean all flooring			X			
e.	Strip seal and polish flooring (where applicable)					X	
12	DISPOSAL OF ALL TRASH COLLECTED AROUND AND IN THE FACILITY	X					
C	RESTROOMS	DAILY	WEEKLY	F/NTLY	MONTHLY	QTLY	ANNUALLY
1	REFUSE - CONTAINERS						
a.	Empty waste containers and replace liner	2X					
b.	Wipe Clean and disinfect containers to remove all stains, odors and dried refuse	X					
2	CLEAN & DISINFECT						
a.	Clean Doors, Walls and Frames	X					
b.	Clean and Disinfect handles, handrails, electrical switches and outlet covers	X					
c.	Clean and disinfect any flower vases, dishes or picture frames	X					
d.	Wipe counters, cabinet fronts and pulls, countertops, tables, dispensers, hand dryers	2X					
e.	Disinfect and flush out all floor drains in order to clear out traps and odors		2X				
f.	Spot Clean all walls, stalls and doors			X			
g.	Spot Clean all ceilings				X		
h.	Thoroughly clean all showers where applicable		X				
3	RESTROOM FIXTURES						
a.	Restocking dispensers (paper towel, seat covers, toilet paper, soap)	X					
b.	Clean dispensers, wall and partitions	X					
c.	Clean and disinfect all porcelain and stainless steel sinks, faucets, handles, toilets, flush urinals and urinal partitions	X					
d.	Clean and disinfect all toilet bowls, sinks and urinals internally, externally, undersides and bases, ensuring there are no stains and unpleasant odors (toilet tanks included) 3X daily.						
e.	Clean and polish chrome and stainless steel surfaces or any items with this material	X					
4	FURNITURE	X					
a.	Furniture, chairs, refuse and recycle containers are to be placed back into their appropriate locations after all jobs.						
5	DUSTING	When moved					
a.	Dust all horizontal and high surfaces, window ledges, light fixtures, AC vents						
6	WINDOWS, GLASS AND BLINDS	X					
a.	Clean Windows and Blinds (Where applicable)						
b.	Damp wipe and shine all mirrors	X					
6	CARPET / RUGS	X					
a.	Wash all carpets and rugs in the washrooms as well as fabric toilet seat covers						
b.	Shampooing of all carpets, rugs and mats in the facility		X				
7	FLOORING - CERAMIC TILE FLOORS						

a.	Sweep Ceramic tile floors		X				
b.	Damp mop and disinfect tile floors with appropriate cleaning agents	3X					
c.	Machine Scrub all ceramic tile flooring until all stains and dried refuse are removed	X					
d.	Clean all Baseboards with the appropriate cleaning product to remove all discoloration				X		
e.	Spot Clean all flooring		X				
f.	Strip seal and polish flooring (where applicable)			X			
8	FLOORING - RUBBER/VINYL TILE (WHERE APPLICABLE)					X	
a.	Where applicable, Sweep flooring						
b.	Where applicable, Damp mop and disinfect floors	X					
c.	Clean all Baseboards with the appropriate cleaning product to remove any discoloration	X					
d.	Strip seal and polish flooring (where applicable)		X				
9	FLOORING - CONCRETE (WHERE APPLICABLE)					X	
a.	Sweep concrete floors thoroughly						
b.	Damp mop and disinfect concrete flooring to remove all stains	X					
9	FLOORING - CONCRETE (WHERE APPLICABLE)						
c.	Clean baseboards (wood, vinyl, rubber, concrete, steel) with appropriate products		X				
d.	Strip seal and polish flooring (where applicable)					X	
11	FLOORING - HARDWOOD AND CORK (WHERE APPLICABLE)						
a.	Sweep hardwood and cork floors	X					
b.	Damp mop with the appropriate floor cleaner	X					
c.	Clean Baseboard with the appropriate product		X				
d.	Strip seal and polish flooring (where applicable)					X	
12	DISPOSAL OF ALL TRASH COLLECTED AROUND AND IN THE FACILITY	X					

**THE FOLLOWING SECTIONS [C-F] ARE TEMPLATES FOR THE
SUBMISSIONS REQUIRED UNDER SECTION 8.0**

Section C – Price Schedule

Date: [Insert Date]

To: The Permanent Secretary, Ministry of Communications.

Ref: Tender for the [Insert name].

I THE UNDERSIGNED BIDDER, having examined all requirements, and other proposed contract documents, and all addenda (if applicable) thereto; and being acquainted and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labour, transportation, access and delivery of facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSE to furnish all requirements in accordance with the proposed Scope of Services, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein.

Price calculated in accordance with the following itemized rates:

No	DESCRIPTION	COSTS (\$TTD)					
A	COMMON AREAS / OFFICE AREAS / CONFERENCE ROOMS / GROUNDS / CAR PARKS	DAILY	WEEKLY	F/NTLY	MONTHLY	QTLY	ANNUALLY
1	REFUSE - CONTAINERS						
a.	Empty Containers and Replace Liner						
b.	Empty, Clean and place liner for the recycling containers						
c.	Clean and disinfect waste receptacles						
2	CLEAN & DISINFECT						
a.	Clean Doors, Walls and Frames						
b.	Clean and disinfect handles, handrails, electrical switches and outlet covers						
c.	Clean and disinfect drinking fountains						
d.	Clean and disinfect telephones						
e.	Spot clean all ceilings						
f.	Clean all elevator doors, tracks and fixtures						
3	FURNITURE						
a.	Clean furniture, chairs, recycle containers						
b.	Damp wipe furniture						

c.	Vacuuming upholstered furniture						
d.	Furniture, chairs, garbage and recycle containers are to be placed back into their appropriate locations after all jobs.						
4	DUSTING						
a.	Dust all horizontal surfaces, window ledges, light fixtures, picture frames						
b.	Dust Furniture, tables, chairs						
c.	High Dust - Dust all areas over 6" from the floor e.g. AC Vents, Grills, Exhaust Fans, Ceiling Fans Lights, Door tops, Frames, Clocks etc.,						
d.	Dust and damp wipe all partitions						
e.	Dust overhead bins, file cabinets, partitions						
5	WINDOWS, GLASS AND BLINDS						
a.	Clean entry glass both internally and externally						
b.	Clean Window Blinds						
c.	Clean office glass/partitions both interior and exterior						
6	CARPET						
	Vacuum carpets, mats, rugs throughout the facility and in offices						
b.	Replace all furniture that was removed to accomplish item 6 (a)						
c.	Vacuum carpet edges and corners where floor and wall intersect or around bases of any objects						
d.	Spot Clean carpets which will include extraction and shampooing of any stains						
e.	Shampooing of all carpets, rugs and mats in the facility						
7	FLOORING - CERAMIC TILE FLOORS						
a.	Sweep Ceramic tile floors						
b.	Damp mop and disinfect tile floors with appropriate cleaning agents						
c.	Machine Scrub all ceramic tile flooring until all stains and dried refuse are removed						
d.	Clean all Baseboards with the appropriate cleaning product to remove all discoloration						
e.	Spot Clean all flooring						
f.	Strip seal and polish flooring (where applicable)						
8	FLOORING - RUBBER/VINYL TILE (WHERE APPLICABLE)						
a.	Where applicable, Sweep flooring						
b.	Where applicable, Damp mop and disinfect floors						
c.	Clean all Baseboards with the appropriate cleaning product to remove any discoloration						
d.	Spot Clean all flooring						
e.	Strip seal and polish flooring (where applicable)						
9	FLOORING - CONCRETE						
a.	Sweep concrete floors thoroughly						
b.	Damp mop and disinfect concrete flooring to remove all stains						

c.	Clean baseboards (wood, vinyl, rubber, concrete, steel) with appropriate products						
d.	Spot Clean all flooring						
e.	Strip seal and polish flooring (where applicable)						
10	STAIR WELLS						
a.	Sweep floors thoroughly						
b.	Damp mop and disinfect flooring to remove all stains						
c.	Clean baseboards (wood, vinyl, rubber, concrete, steel) with appropriate products						
d.	Apply 2.a, 2.b, 4.a, 4.c, 7, 8 and 9 to all stairwells						
e.	Spot Clean all flooring and walls						
f.	Strip seal and polish flooring (where applicable)						
11	FLOORING - HARDWOOD AND CORK (WHERE APPLICABLE)						
a.	Sweep hardwood and cork floors						
b.	Damp mop with the appropriate floor cleaner						
c.	Clean Bash board with the appropriate product						
d.	Spot Clean all flooring						
e.	Strip seal and polish flooring (where applicable)						
12	COBWEBBING						
a.	Cobweb entire facility						
13	CARPARK						
a.	Sweep all paved and concrete areas						
c.	Sweep grano/paved areas						
e.	Spot clean and remove all litter						
14	GROUNDS MAINTENANCE						
a.	Cut Spray grass on curbs, fences and walls						
b.	Cut lawn, hedges and shrubs						
c.	Rake leaves						
d.	Cut, trim, clear and remove over hanging branches from perimeter trees along the fence and premises						
e.	Free building & retaining wall of vines and weeds						
f.	Maintain Flower gardes						
g.	Sweep grano/paved areas						
h.	Pressure wash grano/paved areas						
i.	Rake and remove debris						
j.	Clean drains and pathways						
k.	Clean guttering						
15	DISPOSAL OF ALL TRASH COLLECTED AROUND AND IN THE FACILITY						
B	KITCHEN AREAS	DAILY	WEEKLY	F/NTLY	MONTHLY	QTLY	ANNUALLY
I	REFUSE - CONTAINERS						
a.	Empty waste containers and replace liner						
b.	Wipe Clean Containers to remove all stains, odors and dried refuse						
c.	Empty, Clean and replace Liner for all Recycling Containers						

d.	Clean and disinfect waste receptacles						
2	CLEAN & DISINFECT						
a.	Clean Doors, Walls, Frames and Kick plates						
b.	Clean and Disinfect handles, handrails, electrical switches and outlet covers						
c.	Clean and disinfect drinking fountains						
d.	Clean and disinfect telephones						
e.	Wipe counters, drain boards, cabinet fronts and pulls, countertops, tables, towel dispensers and appliances (exterior of refrigerator, vending machines, microwaves)						
f.	Clean and disinfect kitchen sinks, faucets, handles.						
g.	Restock paper towel and soap dispensers	As directed by Ministry's Representative					
h.	Spot Clean all ceilings						
3	FURNITURE						
a.	Clean Furniture, chairs, recycle containers						
b.	Damp wipe furniture with the appropriate products for the respective material						
c.	Vacuuming upholstered furniture						
d.	Furniture, chairs, garbage and recycle containers are to be placed back into their appropriate locations after all jobs.	When moved					
4	DUSTING						
a.	Dust all horizontal surfaces, window ledges, light fixtures, picture frames						
b.	Dust Furniture, tables, chairs						
c.	High Dust - Dust all areas over 6" from the floor e.g. AC Vents, Grills, Exhaust Fans, Ceiling Fans Lights, Door tops, Frames, Clocks etc.,						
d.	Dust overhead bins, file cabinets, partitions (where applicable)						
5	WINDOWS, GLASS AND BLINDS						
a.	Clean Entry Glass both internally and externally.						
b.	Clean Windows and Blinds						
6	CARPET						
a.	Vacuum Carpets, mats, rugs throughout the facility and in offices						
b.	Replace all furniture that was removed to accomplish item 6 (a)						
c.	Vacuum carpet edges and corners where floor and wall intersect or around bases of any objects						
d.	Spot Clean carpets which will include extraction and shampooing of any stains						
e.	Shampooing of all carpets, rugs and mats in the facility						
7	FLOORING - CERAMIC TILE FLOORS						
a.	Sweep Ceramic tile floors						
b.	Damp mop and disinfect tile floors with appropriate cleaning agents						
c.	Machine Scrub all ceramic tile flooring until all stains and dried refuse are removed						
d.	Clean all Baseboards with the appropriate cleaning product to remove all discoloration						
e.	Spot Clean all flooring						

f.	Strip seal and polish flooring (where applicable)						
8	FLOORING - RUBBER/VINYL TILE (WHERE APPLICABLE)						
a.	Where applicable, Sweep flooring						
b.	Where applicable, Damp mop and disinfect floors						
c.	Clean all Baseboards with the appropriate cleaning product to remove any discoloration						
d.	Spot Clean all flooring						
e.	Strip seal and polish flooring (where applicable)						
9	FLOORING - CONCRETE						
a.	Sweep concrete floors thoroughly						
b.	Damp mop and disinfect concrete flooring to remove all stains						
c.	Clean baseboards (wood, vinyl, rubber, concrete, steel) with appropriate products						
d.	Spot Clean all flooring						
e.	Strip seal and polish flooring (where applicable)						
11	FLOORING - HARDWOOD AND CORK (WHERE APPLICABLE)						
a.	Sweep hardwood and cork floors						
b.	Damp mop with the appropriate floor cleaner						
c.	Clean Baseboard with the appropriate product						
d.	Spot Clean all flooring						
e.	Strip seal and polish flooring (where applicable)						
12	DISPOSAL OF ALL TRASH COLLECTED AROUND AND IN THE FACILITY						
C	RESTROOMS	DAILY	WEEKLY	F/NTLY	MONTHLY	QTLY	ANNUALLY
1	REFUSE - CONTAINERS						
a.	Empty waste containers and replace liner						
b.	Wipe Clean and disinfect containers to remove all stains, odors and dried refuse						
2	CLEAN & DISINFECT						
a.	Clean Doors, Walls and Frames						
b.	Clean and Disinfect handles, handrails, electrical switches and outlet covers						
c.	Clean and disinfect any flower vases, dishes or picture frames						
d.	Wipe counters, cabinet fronts and pulls, countertops, tables, dispensers, hand dryers						
e.	Disinfect and flush out all floor drains in order to clear out traps and odors						
f.	Spot Clean all walls, stalls and doors						
g.	Spot Clean all ceilings						
h.	Thoroughly clean all showers where applicable						
3	RESTROOM FIXTURES						
a.	Restocking dispensers (paper towel, seat covers, toilet paper, soap)						
b.	Clean dispensers, wall and partitions						

c.	Clean and disinfect all porcelain and stainless steel sinks, faucets, handles, toilets, flush urinals and urinal partitions						
d.	Clean disinfect all toilet bowls, sinks and urinals internally, externally, undersides and bases, ensuring there are no stains and unpleasant odors (toilet tanks included)						
e.	Clean and polish chrome and stainless steel surfaces or any items with this material						
4	FURNITURE						
a.	Furniture, chairs, refuse and recycle containers are to be placed back into their appropriate locations after all jobs.						
5	DUSTING	When moved					
a.	Dust all horizontal and high surfaces, window ledges, light fixtures, AC vents						
6	WINDOWS, GLASS AND BLINDS						
a.	Clean Windows and Blinds (Where applicable)						
b.	Damp wipe and shine all mirrors						
6	CARPET / RUGS						
a.	Wash all carpets and rugs in the washrooms as well as fabric toilet seat covers						
b.	Shampooing of all carpets, rugs and mats in the facility						
7	FLOORING - CERAMIC TILE FLOORS						
a.	Sweep Ceramic tile floors						
b.	Damp mop and disinfect tile floors with appropriate cleaning agents						
c.	Machine Scrub all ceramic tile flooring until all stains and dried refuse are removed						
d.	Clean all Baseboards with the appropriate cleaning product to remove all discoloration						
e.	Spot Clean all flooring						
f.	Strip seal and polish flooring (where applicable)						
8	FLOORING - RUBBER/VINYL TILE (WHERE APPLICABLE)						
a.	Where applicable, Sweep flooring						
b.	Where applicable, Damp mop and disinfect floors						
c.	Clean all Baseboards with the appropriate cleaning product to remove any discoloration						
d.	Strip seal and polish flooring (where applicable)						
9	FLOORING - CONCRETE (WHERE APPLICABLE)						
a.	Sweep concrete floors thoroughly						
b.	Damp mop and disinfect concrete flooring to remove all stains						
9	FLOORING - CONCRETE (WHERE APPLICABLE)						
c.	Clean baseboards (wood, vinyl, rubber, concrete, steel) with appropriate products						
d.	Strip seal and polish flooring (where applicable)						
11	FLOORING - HARDWOOD AND CORK (WHERE APPLICABLE)						
a.	Sweep hardwood and cork floors						
b.	Damp mop with the appropriate floor cleaner						
c.	Clean Bash board with the appropriate product						

d.	Strip seal and polish flooring (where applicable)						
12	DISPOSAL OF ALL TRASH COLLECTED AROUND AND IN THE FACILITY						

COSTS SUMMARY

Item	DESCRIPTION OF AREA	Costs \$TT (V.E.)
01	<u>Item A</u> COMMON AREAS/OFFICE AREAS/CONFERENCE ROOMS/ROUNDS/CARPARKS	
02	<u>ITEM B</u> KITCHEN AREAS	
03	<u>ITEM C</u> RESTROOMS	
SUBTOTAL		\$
VAT (12.5%)		\$
TOTAL COST (VAT Inclusive)		\$

Signature of Bidder

Name of Signatory (block letters)

Bid date

Position of Signatory

Name and Address of Firm:

Section D: Bid form

[Location, Date]

Permanent Secretary,
Ministry of Communications
TIC Building Young Road,
Morvant
Republic of Trinidad and Tobago
West Indies

Dear Madam:

Having examined the Scope of Works, Specifications, Drawings and other documents contained in the RFP, (together with any amendments...), we the undersigned hereby offer to execute and complete the above works and remedy any defects therein in accordance with the terms and conditions stipulated in the Conditions of Contract.

Unless and until a formal agreement is prepared and executed, this bid, together with your written acceptance thereof, SHALL NOT constitute a binding contract between us and the Ministry.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree, if our proposal is accepted, to execute the Services, no later than the date indicated by the Ministry.

We hereby agree that in competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, enforced in the Republic of Trinidad and Tobago.

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

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Company Stamp: _____

Company Stamp: _____

Section E Bid Conformance Sheet

Tender for the [Insert Tender name].

Bidders are requested to complete this checklist for submission of their tender document.

1	Bid Validity Period Ninety (90) days	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
2	Valid Income Tax Clearance Certificate	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
3	Valid VAT Clearance Certificate	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
4	Valid National Insurance Certificate of Compliance	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
5	Valid Workmen Compensation & Public Liability Insurance	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

I/We certify that the above checked items have been included in my/our Proposal. Submission is in accordance with instructions therein.

N.B. Failure to provide all the necessary documents to complete your bid (documents listed in the above Check List) may deem your bid non-compliant and may lead to the Ministry's non acceptance of your offer.

Print Name

Date

Authorized Signature

Company Stamp

Section F Bid Validity

Permanent Secretary,
Ministry of Communications
TIC Building Lady Young Road,
Morvant.
Republic of Trinidad and Tobago
West Indies

Dear Madam:

We, the undersigned, offer to provide the services for the [Insert Tender name] in accordance with your Request for Proposal dated [Insert Date] and our Proposal.

The Proposal validity period is () days from the deadline date of submission of proposals and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Section G: Sample Contract

TRINIDAD AND TOBAGO

SAMPLE

THIS CONTRACT (hereinafter, together with the Appendices attached hereto and forming an integral part thereof, called “**the Contract**”) is made this **xxx** day of **xxxxx** in the Year Two Thousand and Seventeen BETWEEN **xxxxxxxxx**, Permanent Secretary, Ministry of **xxxxxxxxxxxxxxxxxxxxxx** (which expression shall mean and include the person or persons for the time being carrying on the duties of Permanent Secretary in the Ministry of **xxxxxxxxxxxxxxxxxxxxxx**) acting herein for and on behalf of the Government of the Republic of Trinidad and Tobago (hereinafter called “**the Client**”) of the One Part AND **[INSERT SUPPLIER’S NAME]**, a Company incorporated under the Laws of the Republic of Trinidad and Tobago and having its registered office at **[INSERT ADDRESS OF SUPPLIER]**, (hereinafter called “**the Supplier**”) of the Other Part.

WHEREAS:

- A. The Client is desirous of **[Insert Name of Project]** (hereinafter called “the Goods”) for **xxx Insert details of the Goods** and other related services (hereinafter collectively called “the Services”) being more particularly described in the Request for Proposal (RFP) which is hereto annexed and marked “**Appendix A**”.
- B. The Supplier among others submitted a Proposal dated **xxx** for the supply of the Goods and the performance of the Services hereto annexed and marked “**Appendix B**”.
- C. The Client now wishes to engage the Supplier to provide the Services and by Letter of Favourable Consideration dated **xxx**, the Supplier was informed that the Client accepted its Proposal and was invited to enter into a Contract for the supply and delivery of the Goods and Services hereto annexed and marked “**Appendix C**”.
- D. The Supplier, having represented to the Client that it has the required professional skills, personnel and technical resources, has agreed to supply and deliver the Goods and perform the Services on the terms and conditions set forth in this Contract.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES hereto as follows:

1. DEFINITIONS

Unless the context otherwise requires the following terms whenever used in this Contract have the following meanings:

- (a) **“Benchmark tests”** means tests used to compare system or process performance with a standard;
- (b) **“Contract”** means this contract between the Client and the Supplier;
- (c) **“Conditions”** means the provisions set out below which shall be incorporated into this Contract in their entirety;
- (d) **“Commencement Date”** means the date on which the Services under this Contract shall commence pursuant to Clause 6 hereof;
- (e) **“Defect”** means a defect in the Goods that is attributable to defective design, defective materials or defective manufacture.
- (f) **“Delivery”** in relation to an equipment and/or Software means such equipment’s successful installation and implementation and as regards Documentation it means the Documentation’s acceptance at the Location.
- (g) **“Documentation”** means the user/operation manuals, technical manuals, training manuals and other documentation for the purposes of establishing the System and installing the equipment specified in the RFP herein.
- (h) **“Force Majeure”** means an event as described in Clause 12 hereof;
- (i) **“Hardware”** means those computer units, peripherals, and other equipment to be supplied by the Supplier as part of the System as specified in the RFP herein.
- (j) **“Licence Agreements”** means any agreements entered into with the Supplier for the use of the Software.
- (k) **“Location”** means the premises at the Ministry of Communications TIC Building Lady Young Road, Morvant, Port of Spain.

- (l) **“Notice”** means notice complying with the terms of Clause 18 hereof;
 - (m) **“Party”** means the Client or the Supplier as the case may be; **“Parties”** means both the Client and the Supplier, their successors and permitted assigns;
 - (n) **“Personnel”** means persons hired by the Supplier as employees and/or sub-Suppliers and assigned to the performance of the Services or any part thereof;
 - (o) **“Software”** means the computer programmes and associated documentation supplied by the Supplier in connection with the operation of the Systems as specified in the RFP.
 - (p) **“Systems”** means the Hardware and Software implemented in accordance with the terms of this Contract.
 - (q) **“Term”** means a period of xxx years/months commencing on the date stated in Duration Clause hereof.
2. For the consideration hereinafter mentioned, the Supplier will subject to the Conditions hereinafter mentioned, carry out and complete the supply and delivery of the Goods and performance of Services described in the Request for Proposal and in the said Conditions.
3. **PAYMENTS AND INVOICING**
- 3.1 In consideration of the due performance and satisfactory completion of the Services by the Supplier, the Client agrees to pay the Supplier the total contract sum of **xxx** Trinidad and Tobago dollars (hereinafter referred to as the ‘Contract Sum’) as specified in Appendix C and shall be due and payable within thirty (30) days of delivery of the Goods and performance of the Services to the designated location.
 - 3.2 A retention fee of ten percent (10%) of the contract sum will be retained until acceptance of the software and satisfactory completion of the contract.
 - 3.3 The Client shall, pay to the Supplier for the provision of the Goods and Services aforesaid, the Contract Sums, upon the Supplier’s submission of a monthly invoice in respect of the Goods and Services described in the RFP at “Appendix A”.
4. **CONTRACT DOCUMENTS**
- The following documents annexed hereto (hereinafter collectively referred to as the **“Contract Documents”**) shall be deemed to form and be read and construed as an integral part of this Contract viz:

- (i) The Request for Proposal dated **XXX**, hereto annexed and marked “**A**”;
- (ii) Proposal dated **XXX**, hereto annexed and marked “**B**”;
- (iii) Letter of Consideration dated **XXX**, hereto annexed and marked “**C**”.

Should there be any conflict between the terms and conditions of this Contract and the Contract documents, the terms and conditions of this Contract shall prevail unless otherwise provided herein.

THE CONDITIONS HEREINBEFORE REFERRED TO as follows:

1. DELIVERY DATE

The Delivery Date/s shall be *Number of days* (X) days after the execution of this Contract.

2. COMMENCEMENT DATE

The Services shall commence or be deemed to commence (“the Commencement Date”) upon the execution of this Contract on **xxx**.

3. DURATION

This Contract shall continue for a period of **xxx years/months** (hereinafter referred to as “the term”) from the date aforesaid unless and until determined.

4. SUPPLY OF THE GOODS

- 4.1 Title and ownership to each Good supplied will pass to the Client on Delivery of that item.
- 4.2 The Supplier will be responsible at its own cost for the Delivery and off-loading of the Goods at the Location.
- 4.3 Risk in the Goods will pass to the Client at the time of Delivery to the Location.
- 4.4 The Supplier shall provide such packing of the Goods as is required to prevent its damage or deterioration during transit to its location as indicated in the Contract. The packing shall, be sufficient to withstand, without limitation, rough handling during transit and open storage.
- 4.5 The Goods supplied under the Contract shall be fully insured by the Supplier against loss or damage incidental to manufacture or acquisition, transportation, and storage until delivery to the Client on the delivery dates as specified herein.

5. ACCEPTANCE OF GOODS OR REJECTION

- 5.1 The Ministry may test the Goods to determine whether they conform to the Specification and, if applicable, conform to the sample provided by the Supplier.

- 5.2 The Ministry may, by notice in writing to the Supplier, reject the Goods within the period of fifteen (15) Business Days after the actual date of delivery, if the Goods do not conform to the Specifications or, if applicable, the sample provided by the Supplier. If the Ministry does not reject the Goods within that period, the Ministry is taken to have accepted the Goods at the expiration of that period.
- 5.3 If the Ministry rejects the Goods the Supplier must, at its cost, collect and remove the rejected Goods from the location as soon as practicable. If the Supplier fails to collect the rejected Goods within ten (10) Business Days of the Goods being rejected, the Ministry may, at the Supplier's expense, either store the Goods until collected by the Supplier or return the rejected Goods to the Supplier.
- 5.4 If the Ministry rejects the Goods, the Supplier must also refund to the Ministry, on demand by the Ministry in writing, any money paid by the Ministry to the Supplier for those Goods.

6. LICENSE GRANT

Subject to the payment of the applicable License fees, and subject to the terms and conditions of this Agreement, the Supplier HEREBY GRANTS to the Client a non-exclusive, non-transferable right to use one (1) copy of the specified version of the Software. The Client may install one (1) copy of the appropriate Software on each System for which the Software was designed. This License applies to all such Software, subject to any restrictions.

7. VOLUME LICENSE USE

The Client must have a reasonable mechanism in place to ensure that the number of Client Devices on which the Software has been installed does not exceed the number of Licenses the Client has obtained. This License authorizes the Client to make or download one (1) copy of the Documentation for each additional copy authorized by the volume License, provided that each such copy contains all of the Software's proprietary notices, unaltered and unobstructed.

8. UPDATES

During the term of this Agreement, the Client may obtain access to vendor product updates, upgrades, including new product versions, Daily DATs, signature, agent files, engine updates and security patches and for the term of this Agreement, the Client is entitled to download unlimited product upgrades, revisions and updates to the Software when and as the Supplier publishes them

via its electronic bulletin board system, website or through other online Services. After the specified time period, the Client has no further rights to receive any revisions or upgrades without purchase of a new License to the Software.

9. INTELLECTUAL PROPERTY AND OWNERSHIP RIGHTS

9.1 All Intellectual Property rights including all copyrights, patents, trade secret rights and trademarks associated with any ideas, concepts, techniques, processes or other work product attributed to the Company during the course of performing this Agreement shall belong exclusively to the Company, and the Client shall have no right or interest therein, save for a right of use in accordance with the terms of this Agreement. Unless this Agreement is terminated by the Supplier for the Client's material breach or failure to make payments to the Supplier in accordance with its terms, the Supplier as agent for the Company and acting for and on behalf of the Company hereby grants to the Client a perpetual, royalty-free, non-transferable, non-exclusive License to use, solely for the Client's internal business purposes, the object code form of the said application Software programs, in performance of this Agreement.

9.2 All copies of the Software and Documentation made hereunder must contain the same proprietary notices that appear in and on the Software and Documentation.

10. RESTRICTIONS

10.1 The Client shall not sell, lease, license, rent, loan, resell or otherwise transfer, with or without consideration, the Software. The Company updates its Software frequently and performance data for its Software change.

10.2 Should the Client choose to conduct benchmark tests regarding this Software, the Company is to be contacted before conducting such benchmark tests, in order to verify that the Client possesses the correct Software for the test and the current version and edition of the Software.

10.3 The Client is hereby made expressly aware that benchmark tests of former, outdated or inappropriate versions or editions of the Software may yield results that are not reflective of the performance of the current version or edition of the Software.

10.4 Subject to Clause 16 hereof, the Client agrees not to permit any third party (other than third parties under contract with the Client and which such contracts contain non-disclosure obligations no less restrictive than those set forth herein) to use the Licensed Program in any form and shall use all reasonable efforts to ensure that no improper or unauthorized use of the Licensed Program is made.

10.5 The Client shall not permit third parties to benefit from the use or functionality of the Software *via* a timesharing, service bureau or other arrangement, except to the its use or other arrangement in accordance with Clause 16 below.

10.6 The Client shall not transfer any of the rights granted to the Client under this Agreement.

10.7 The Client shall not reverse, engineer, decompile, or disassemble the Software, except to the extent the foregoing restriction is expressly prohibited by applicable law.

10.8 The Client shall not modify, or create derivative works based upon, the Software in whole or in part.

10.9 The Client shall not copy the Software or Documentation except as expressly permitted in Clause 6 above.

10.10 The Client shall not remove any proprietary notices or labels on the Software.

10.11 All rights not expressly set forth hereunder are reserved by the Company.

11. SUPPLIER'S WARRANTY

The Supplier warrants to the Client that:

- (a) the Goods conform to the Specification, comply with applicable laws, and comply with applicable standards;
- (b) the Goods are free from defects (including defects in installation if the Supplier is responsible for installation);
- (c) except as required by the Specification, the Goods are new when supplied to the Client;
- (d) the Goods are of merchantable quality;
- (e) the Goods are fit for the purpose stated in the Specification, or if no purpose is stated, the purpose for which the Goods would ordinarily be used;
- (f) the supply of the Goods by the Supplier to the Client, and the use of the Goods by the Client, will not breach any intellectual property rights of any third person (including, copyright, designs, trademarks, patents and trade secrets);
- (g) all information given by the Supplier to the Ministry in connection with its Proposal was, and will remain, true and correct;
- (h) the Supplier has the right to sell and transfer title to the Goods to the Client;
- (i) at delivery, the Goods will be free from any Security Interest and
- (j) any manufacturer's warranty in relation to the Goods that is required by the Specification will be obtained.

12. BREACH OF WARRANTY

- (a) If the Supplier receives notice from the Client after the Delivery Date of any breach of the warranty under clause 10, then the Supplier shall at its own expense and within a reasonable time after receiving such notice remedy the defect or error in question provided that the Supplier shall have no liability or obligations under the said warranty unless it shall have received notice of the defect or error in question no later than ninety (90) days after the Delivery Date.
- (b) When notifying a defect the Client shall (so far as possible) provide the Supplier with a documented example of such defect.
- (c) The Supplier shall have no liability or obligations under the said warranty other than to remedy breaches thereof by the provision of materials and services within a reasonable time and without charge to the Client. If the Supplier shall fail to comply with such obligations its liability for such failure shall be limited to a sum equal to the Contract Sum.

13. SUPPLIER'S DUTIES AND OBLIGATIONS

13.1 General Duties

- (a) The Supplier shall exercise all reasonable skill, care and diligence in discharge of its duties under this Contract. The Supplier, its staff, employees and agents shall respect, comply with and adhere to the laws and customs of the Republic of Trinidad and Tobago and shall carry out all its responsibilities in accordance with all accepted professional standards of its profession;
- (b) The Supplier, its staff, employees and agents shall throughout the performance of the Services and following their completion maintain the strictest secrecy vis-à-vis third parties in respect of information, data or documents acquired or brought to their notice during the performance of the Services;
- (c) The restriction at Clause (b) above shall continue to apply after the completion of the Services without any time limit but shall cease to apply to such information or knowledge which has in entirety become public knowledge otherwise than through any unauthorized disclosure or other breach on the part of the Supplier its staff employees and agents of the said restriction;
- (d) In carrying out the Services entrusted to it, the Supplier shall endeavour to find the technical and economic solutions best suited to the requirements.
- (e) The Supplier shall adhere to all requirements of the Occupational Health and Safety Act (OSHA) during the performance of the Services
- (f) The Supplier shall comply with all Statutory Salary deductions including PAYE, NIS and Health Surcharge and all wages and or salaries paid to officers and or its personnel shall comply with the Minimum Wages Act.

13.2 Supplier's Obligations

The Supplier hereby agrees and undertakes with the Client throughout the duration of this Contract in relation to the following services it shall ensure that:

- (a) All personnel will be supervised in the employ of the Supplier who will make periodic checks/visits to ensure proper execution of the supply and installation of the equipment ;
- (b) All equipment and instruments used by such personnel will be supplied by the Supplier and remain the sole property of the Supplier;
- (c) The Supplier will maintain Workmen's Compensation and Public Liability Insurances.

13.3 Indemnity

The Supplier will indemnify the Client against:

- (a) claims in respect of any injury to, or death of, any person;
- (b) claims in respect of damage to the property of any person; or
- (c) loss of, or damage to, property of the Client, arising from, or attributable to, the delivery, installation, supply or use of the Goods. The indemnity is a separate and independent obligation of the Supplier. The indemnity survives the termination of the Contract.

14 . DEFAULT AND TERMINATION

14.1 Termination by the Client

The Client may at any time prior to the end of the term terminate the Contract herein by giving to the Supplier thirty (30) days written notice of termination, such notice to be given after occurrence of any of the events specified in paragraphs (a) through (g) of this Clause:

- (a) If the Supplier fails to perform any of its obligations under the Contract satisfactorily and fails to remedy same within fourteen (14) days (or such longer period as Client may have subsequently approved in writing) after written notification of said failure;

- (b) If the Supplier becomes insolvent or bankrupt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.
- (c) If the Supplier, in the judgment of Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If the Supplier fails to comply with any final decision reached as a result of arbitration proceedings.
- (e) If the Supplier made or is deemed to have made any representation or warranty pursuant to the Contract which has a material effect on the rights, obligations or interests of the Client and which is proved to have been untrue or incorrect when made or deemed to be made with reference to the facts and circumstances existing at the time.
- (f) If, as a result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than five (5) days.
- (g) If the Client, in the sole exercise of its discretion, decides to terminate the Contract.

14.2 **Termination by the Supplier**

The Supplier may at any time prior to the end of the year terminate the Contract herein by giving to the Client thirty (30) days written notice of termination, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:-

- (a) If the Client fails to pay any money due to the Supplier pursuant to this Contract and not subject to dispute pursuant to Clause 21 hereof within twenty-one (21) days after receiving written notice from the Supplier 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 Supplier may have subsequently approved in writing) following the receipt by the Client of the Supplier's notice specifying such breach;
- (c) If, as a result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- (d) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 21 hereof.

14.3 Amounts Payable on Termination

Subject to clause 13, on termination of the Contract, the Ministry must pay for all Goods accepted prior to termination (and to the extent necessary, the Contract Sum will be apportioned by the Ministry). No other amounts are payable by the Ministry to the Supplier in respect of the termination of the Contract.

15. FAIRNESS AND GOOD FAITH

15.1 Good Faith

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

15.2 Operation of Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of the Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 21 hereof.

16. ASSIGNMENT AND SUB-CONTRACTING

Except as provided, this Contract or any part thereof or any benefit or interest therein or thereunder shall not be assigned by the Supplier without the written consent of the Client nor shall it be sub-contracted either in whole or in part without the written consent of the Client and such consent shall not relieve the Supplier of any liabilities or obligations under the terms of this Contract.

17. FORCE MAJEURE

In the event of any strike lock out enemy action hostilities riot civil commotion or any other circumstances (whether or not of a similar nature to the foregoing) over which the Supplier

has no control which causes the cessation of or substantial interference with the performance of the Services by the Supplier under this Contract the duty of the Supplier to perform the Services shall forthwith be suspended until such circumstance shall have ceased and the Client shall not be liable to make any payment under Clause 2 hereof in respect of the period of such suspension and any sum already paid there under in respect of such period shall be credited to the period following the resumption of the Services PROVIDED that at any time during the period of such suspension either Party may serve upon the other thirty (30) days' notice of termination in writing and unless the said Services shall have been resumed before the expiration of such notice this Contract shall terminate in accordance with such notice.

18. WAIVER OR REMEDIES

No forbearance delay or indulgence by either party in enforcing the provisions of this Contract shall prejudice or restrict the rights of that party nor shall any waiver of rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and such right power or remedy shall be cumulative.

19. ENTIRE CONTRACT

Each party acknowledges that this Contract contains the whole contract between the parties and that it has not relied upon any oral or written representation made to it by the other or its employers or agents and has made its own independent investigations into all matters relevant to it.

20. HEADINGS

Headings to Clauses in this contract are for the purpose of information and identification only and shall not be construed as forming part of this contract.

21. LAW GOVERNING AGREEMENT

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

22. EXTRA SERVICES

If the Supplier is of the opinion that any Services the Supplier had been directed to perform are outside the scope of this Contract and constitute extra services ("Extra Services") the Supplier shall promptly notify, in writing, the Client of its opinion. In the event that the Client

determines that such Services do constitute Extra Services, it shall provide extra compensation to the Supplier upon a mutually agreeable fair and equitable basis. In the event that the Client and the Supplier do not reach mutual agreement on what constitutes Extra Services or fair and equitable compensation, the provisions of the Arbitration Clause of this Contract shall apply.

23. NOTICES

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

For The Client

The Permanent Secretary

Ministry of xxxx

Phone No.: (868)

Fax No.: (868)

For The Supplier

Chief Executive Officer

Phone No.: (868)

Fax No. (868)

24. CHANGE OF ADDRESS

Each of the Parties shall give notice to the other of the change or acquisition of any new address or telephone facsimile or other number different to that indicated in Clause 18 hereinabove, at the earliest possible opportunity but in any event within forty-eight (48) hours of such change or acquisition.

25. MODIFICATION

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

26. SETTLEMENT OF DISPUTES

26.1 Amicable Settlement

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

26.2 Right to Arbitration

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 by either Party to arbitration in accordance with the provisions of the Arbitration Act of the Republic of Trinidad and Tobago Chapter 5:01 or any statutory modification(s) thereof for the time being in force.

IN WITNESS WHEREOF xxxx Permanent Secretary, Ministry of xxxx for and on behalf of
the Government of the Republic of Trinidad and Tobago has hereunto set xxx hand the
xxx day of xxx and the xxxxx was hereunto affixed this day of
xxx.

SIGNED by xxxxxxxxxxxxxxxxxxxxxxxx)
Permanent Secretary, Ministry of xxx)
xxxxxxxxxxxxx for and on)
behalf of the Government of the Republic)
of Trinidad and Tobago)
in the presence of: -)

THE COMMON SEAL OF xxxx LIMITED)
was hereunto affixed by)
)
the Secretary in the presence of)
xxxxxxxxxxxxxxxxxxxxxxxxxxxxx)
the Chief Executive Officer of the Company by)
order and authority of the Board of)
Directors and in conformity with the)
By-laws of the Company)
in the presence of:)