



MINISTRY OF PUBLIC ADMINISTRATION
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BIDDING DOCUMENT

REQUEST FOR PROPOSAL

JANITORIAL SERVICES FOR TEN APARTMENT UNITS AT TOWER 3, VICTORIA KEYES FOR THE MINISTRY OF PUBLIC ADMINISTRATION

NOVEMBER 2018

MINISTRY OF PUBLIC ADMINISTRATION

TENDER FOR JANITORIAL SERVICES FOR TEN (10) APARTMENT UNITS, TOWER 3 VICTORIA KEYES FOR THE MINISTRY OF PUBLIC ADMINISTRATION

The Ministry of Public Administration wishes to invite sealed Bids from eligible Bidders for the provision of Janitorial services for ten (10) apartment units, Tower 3 at Victoria Keyes. A complete set of Bidding Documents comprises the following as attached:

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INTRODUCTION

Prospective Bidders (hereinafter “Bidders”) are invited to submit a proposal to provide Janitorial services for ten (10) apartment units, Tower 3, Victoria Keyes for the Ministry of Public Administration.

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 site visit of the location stated under Section B is mandatory for all prospective bidders. A site visit is scheduled for **Tuesday, 20th November, 2018 at 10:00 AM**. Bidders are required to gather at Tower 3 Apartment Block, Victoria Keyes. Interested persons must contact either Ms. Anika Herbert-Riley at 623-4115 ext. 2231 or Ms. Onika George-Vincent at 623-4115 ext. 2238, between the hours of 8:30 AM – 4:00p.m to register for the site visit.

1.0 GENERAL INFORMATION

- 1.1 The Ministry (Ministry of Public Administration “MPA”) will select a firm/organization from those whose proposals are deemed eligible and which satisfy the evaluation criteria indicated in Section 9.
- 1.2 By submitting a Proposal, Bidders accept that they are bound by the Ministry’s bidding process and the terms contained herein.
- 1.3 Bidders should:
 - i. Examine the Request For Proposal (RFP) and all information provided by the Ministry;
 - ii. Familiarize themselves with local conditions and take them into account in 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; and

- v. Satisfy themselves as to the correctness and sufficiency of the Proposal including the proposed pricing.
- 1.4 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.
- 1.5 This RFP does not constitute a binding offer of award for janitorial services. Upon selecting a firm, the Ministry and the firm will be required to enter into a formal two (2) year contract for the services. Neither the RFP nor the RFP process creates a process contract or any legally binding relationship between the Ministry and a Bidder.
- 1.6 **Minimum qualifications for Bidders:** All Bidders must meet the minimum qualifications stated below. Proposals which do not meet these requirements will not be considered:
- i. Proposals submitted by individuals or firms which do not comply with **Section 7** requirements will be disqualified.
 - ii. Firm must be currently providing janitorial services, and must have been doing so for a minimum of three (3) years.
 - iii. Bidders must provide valid Income Tax, Valued Added Tax (VAT) and National Insurance Clearance Certificates.
 - iv. Firm must certify that its employees, agents, subcontractors or any other individuals who perform services on their behalf are covered by adequate liability and property damage insurance, worker's compensation insurance and other applicable coverage. **See section 7 for details of documentation that must be submitted.**
- 1.7 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.
- 1.8 The Ministry reserves the right to reject any offers which are not signed, or are in unsealed envelopes, or contain alterations or erasures which are not initialled by the tenderer, without incurring any liability whatsoever.

2.0 PROPOSAL DOCUMENTS

- 2.1 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.
- 2.2 All proposals submitted would be considered the property of the Ministry.
- 2.3 All documents, correspondence, and any other formatted communications shall be written in the English Language.
- 2.4 **Questions and Clarifications**
- 2.4.1 It is requested that all questions and requests for clarification regarding this RFP be submitted in writing via email to the Ministry's Point of Contact for this tender, as follows:

Mrs. Anika Herbert-Riley
Procurement Unit,
Ministry of Public Administration,
Level 5, National Library Building,
Corner Hart and Abercromby Streets,
Republic of Trinidad and Tobago
West Indies
Telephone No: (868) 625-8578 ext. 2231
Email: HerbertA@mpa.gov.tt

- 2.4.2 The deadline for submittal of questions and requests for clarification is **4:00 p.m. on Monday, 26th November, 2018**. A copy of all written questions and answers will be provided to all bidders.
- 2.4.3 Responses to questions submitted by this deadline will be distributed via email to all bidders before **12:00 p.m. on Wednesday, 28th November, 2018**. Such responses shall 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 Public Administration reserves the right to determine appropriate and adequate responses to written comments, questions, and requests for clarification.
- 2.4.4 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 The Ministry requires each Bidder to submit one unbound original Proposal and 5 copies. Each must be clearly labelled on the front sheet as **“ORIGINAL”** or **“COPY”**. An electronic copy is not required.
- 3.2 The original and all copies of the Proposals should be placed in a **sealed** envelope, and the envelope should be clearly marked as follows:-
- “Proposal for the provision of Janitorial Services for Ten (10) Apartment Units, Tower 3 at Victoria Keyes for the Ministry of Public Administration.”**
- 3.3 The envelope must be addressed to:
Permanent Secretary
Ministry of Public Administration
Level 7, NALIS Building,
Corner Hart and Abercromby Streets,
Republic of Trinidad and Tobago
West Indies
- 3.4 The Bidder's name and address must be included on the envelope.
- 3.5 Proposals submitted via fax, e-mail or other electronic means will not be accepted.

- 3.6 Any proposals received after the deadline for any reason shall not be considered and will be returned unopened.
- 3.7 The proposals must be deposited in the Tender Box labelled “**Proposal for the provision of Janitorial Services for Ten (10) Apartment Units, Tower 3 at Victoria Keyes for the Ministry of Public Administration**” located on Level 5, Ministry of Public Administration no later than **12:00 PM on Tuesday, 4th December, 2018**. Please note that the Tender Box’s slot has the dimensions of 37cm (length) x 9cm (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 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 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 proposal package prior to the submission deadline, the Ministry will provide 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 you prior to the hour and date specified for receipt of the proposal.
- 5.4 Any Addendum will be sent in writing by letter, or email to Bidders and will be binding upon the Bidder. Receipt of any Addendum must be promptly acknowledged, by email to the Ministry of Public Administration.

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 Public Administration 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

Mandatory submissions: Failure to submit the following information will disqualify your bid:

TECHNICAL INFORMATION	FINANCIAL INFORMATION	CERTIFICATES & STATEMENTS
<p>A BRIEF DESCRIPTION OF THE BIDDER'S ORGANIZATION INCLUDING:</p> <ul style="list-style-type: none">- A copy of the Bidder's bylaws- A copy of the Bidder's Articles of Incorporation- A list of the directors of the Company	<p>BID VALIDITY</p> <p>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).</p> <p>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.</p>	<ul style="list-style-type: none">- Statement of legal claims (previous and pending)- Copy of current insurance policies which detail the type and extent of insurance, the dollar amount of coverage and the effective dates- Valid Income Tax Certificate

<p>COMMENTS ON THE SCOPE OF SERVICE AND REQUIREMENTS including:</p> <ul style="list-style-type: none"> – <i>The Bidder's understanding of the services required</i> – <i>The Bidder's technical approach to providing the Services</i> – <i>A detailed Plan of the activities, human resource and other needs, and timelines that are proposed to meet the deliverables and objectives as outlined in the Scope</i> – <i>Acknowledgement of any Addenda issued by the Ministry of Public Administration, in response to any queries received by Bidders or for any other reason.</i> 	<p>INFORMATION ON FINANCIAL CAPACITY OF THE BIDDER</p> <ul style="list-style-type: none"> – <i>Audited statements made in accordance with approved standards for the last two (2) years</i> – <i>(if not required by law to have audited financials, please submit unaudited statements and legal proof that audited financials are not required);</i> – <i>Financial statements for the last 3 years or similar bank records</i> 	<p><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></p> <p><i>If a bidder is not eligible to have a VAT Clearance Certificate then they must provide a statement from the Board of Inland Revenue indicating this.</i></p>
<p>REFERENCES</p> <p><i>Name three (3) customers for whom your firm provides similar services, including one (1) current customer</i></p> <p><i>List the type of services provided to each customer along with the length of time the services were provided</i></p> <p><i>State the name and contact information including phone number of an individual for each customer who may be contacted to verify your work</i></p>	<p>BIDDERS ARE REQUIRED TO UTILIZE THE FINANCIAL PROPOSAL FORM ATTACHED, AND INCLUDE THE FOLLOWING:</p> <p><i>Prices detailed as per deliverable</i></p> <p><i>General Price Summary, based on each deliverables as outlined in the Scope of Services and Requirements</i></p> <p><i>The Value Added Tax must be shown in the proposal price in the Financial Proposal</i></p> <p><i>All quoted prices are to be expressed in Trinidad and Tobago Dollars (TTD)</i></p>	<p><i>Valid National Insurance Certificate of Compliance (issued in accordance with the National Insurance Act)</i></p>

8.0 REQUIRED PROPOSAL FORMAT

Proposals should be prepared in the following order:

- 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. Bid form which should include concerns/assumptions you may have about the required Scope of Services. A sample is provided as Section D.
- iii. Bid conformance sheet. A sample is provided as Section E.

- iv. Bid Validity. A sample is provided at Section F.
- v. Background of firm which includes insurance information.
- vi. Three (3) References [see 7.0 above].
- vii. Scope of Services, detailing the following:
 - a. Description of how your firm is qualified and/or equipped to provide the services.
 - b. State list of equipment, consumables, products which you propose to use for the services.
 - c. Describe your quality assurance approach, specifying how you propose to supervise and monitor your staff performance and assure customer satisfaction.
- viii. Financial Status: Include financial statements for the last 3 years or similar bank records.
- ix. Certificates & Statements.

9.0 EVALUATION OF THE PROPOSAL

9.1 **Evaluation Criteria:** Proposals will be evaluated based on the criteria listed below. Proposals may be awarded a maximum of 100 points. The Ministry's Evaluation Committee will evaluate compliant proposals in accordance with the table below.

No.	CRITERIA	MINIMUM POINTS	MAXIMUM POINTS
1	Capability to deliver the services (Method for providing the services/Bidder's staffing plan/Implementation plan/Responsiveness to Scope of Services & Requirements) Minimum score required: 25 points	25 points	30 points
2	Cost (Reasonableness/Competitiveness) Minimum score required: 10 points	10 points	15 points
3	Quality of services (Thoroughness and best practice regarding the quality assurance and quality control approaches) Minimum score required: 15 points	15 points	20 points
4	Customer References (Based on 3 references, one of which must be a current client) Minimum score required: 05 points	05 points	10 points

No.	CRITERIA	MINIMUM POINTS	MAXIMUM POINTS
5	Safety (compliance with relevant HSE laws and practices for type and nature of works and services) Minimum score required: 10 points	10 points	15 points
6	Financial (Financial viability based on audited and/or other financial statements) Minimum points required: 05 points	05 points	10 points
TOTAL		70	100

- 9.2 Bidders achieving a minimum total score of 70 points would qualify as candidates for consideration. The Ministry will invite the top-ranked bidder from the qualifying candidates to enter into negotiations with a view to award a contract. Where the negotiation is unsatisfactory, the Ministry may discontinue the negotiation and initiate negotiations with the second-ranked bidder from the qualifying candidates. **Only qualifying candidates shall be considered.**
- 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 a formal contract with the bidder, on terms and conditions contained in the standard contract.

10.0 DISCLAIMERS

- 10.1 **Conflict of interest:** 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.
- 10.2 **Confidential information:** The Ministry will take reasonable steps to protect confidential information and subject to applicable law, will not disclose confidential information to a third party without the Bidder's prior written consent.
- 10.3 **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. Proposals will not be returned to Bidders at the end of the procurement process.
- 10.4 **Bid-rigging and Anti-collusion:** Bidders will be disqualified from participating further in the procurement 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.

- 10.5 **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.

SECTION B: SCOPE OF SERVICES AND REQUIREMENTS

B.1 INTRODUCTION/OBJECTIVE

The MPA is committed to the maintenance of its facilities, equipment and infrastructure to meet both User needs and Occupational Safety and Health/Statutory requirements. All dwellings shall conform to the specifications outlined in section **B3**. The MPA is in possession of Ten (10) Apartment Units, Tower 3 at Victoria Keyes:

- Two (2) - 2 Bedrooms, 2 baths Units;
- Five (5) - 3 Bedrooms, 2 baths Units.
- Three (3) – 3 Bedroom Deluxe Units.

B.2 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, supervision, materials, consumables, transport, equipment and payment to staff.

Please Note:

- i Additional services if required must have the approval of the Permanent Secretary before executing.

- ii Glass should be cleaned per manufacturer's recommendations using products and methods consistent with those recommendations and that of the industry.
- iii Environmentally-friendly products, pre-approved by the MPA must be used for carrying out the full scope of services herein.
- iv The successful bidder shall provide a complete inventory of Janitorial supplies once a month, which will be verified by the MPA's representative.
- v The successful bidder shall maintain the Janitor closets in a neat and orderly fashion.
- vi All work shall be performed under the supervision of a qualified supervisor.
- vii The MPA representative 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.
- viii 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 MPA.
- ix A cleaning form showing completion and quality of tasks executed, as well as performance for the designated period (monthly), must be signed by MPA's representative and submitted with the successful bidder's invoice for payment by the Ministry.
- x The successful bidder shall provide the MPA with a complete list of employees who will be providing the required services; a recent police certificate of good character must also be provided for each employee prior to the engagement of a contract.

B.3 GENERAL SPECIFICATIONS

B.3.1 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.

SPECIFIED AREAS	REQUIREMENTS	STANDARDS
Appliances (e.g Refrigerators, Microwave, Electric Ranges, toasters, etc.)	Requires cleaning outside surfaces, especially the handles with a germicidal detergent solution	Outside surfaces shall present an overall clean appearance.
Bathrooms	Cleaning of the bathrooms requires the removal of trash, cleaning of floors, fixtures, urinals, toilets, bidets, 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. Plunge clogged sinks, toilets to free of obstruction.	Bathrooms shall be considered properly cleaned when floors are mopped and fixtures, urinals, bidets, toilets, waste receptacles, wash basins, faucets, handles, dispensers, partition stalls, and doors are cleaned with a germicidal solution, and all scale, scum, mineral deposit, rust stains, etc. are removed. All glass, chrome, and stainless-steel surfaces shall be cleaned and buffed to a shine, and waste receptacles emptied.
Blinds and Drapes	Blinds and drapes shall be cleaned with a vacuum cleaner using tools designed for cleaning blinds.	Blinds and drapes shall be free of dust and give an overall clean appearance.
Carpets, Mats, Area Rugs	Carpet, mats and area rugs shall be vacuumed before cleaning with low moisture and extraction. 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.	There shall be no dirt, spots, stains and chemical agent left on surfaces.
Chrome Surfaces	Cleaning chrome requires the removal of surface spots, fingerprints, smudges, etc., with the appropriate chrome polish.	Surfaces will present a clean uniform shining appearance free of all soil, marks, smudges, streaks.
Cobweb Removal	Remove dust, lint, dry soil and cobwebs from doors and window casings, ledges, mouldings, trims, light fixtures, vents, grills, louvres, pipes, conduit and similar high mounted fixed fixtures.	Surfaces and areas under furniture will have a uniform appearance free from streaks, smudges, dust, lint and cobwebs. All items moved to accomplish this task shall be returned to their original positions
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	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.

SPECIFIED AREAS	REQUIREMENTS	STANDARDS
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.	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.	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.	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	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.	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	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.	Surfaces are to be free of dirt, dust, debris, marks, and film.

SPECIFIED AREAS	REQUIREMENTS	STANDARDS
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	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	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.	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	Receptacles shall be considered properly cleaned when both the inside and outside are clean, free of stains, dried refuse and odours, and a plastic liner replaced, if necessary.
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	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	Machine scrubbing shall be held to the same quality standard as wet mopping and shall remove all scuff marks

SPECIFIED AREAS	REQUIREMENTS	STANDARDS
Shampooing/Steam Cleaning	Shampooing/Steam Cleaning requires the removal of all visible litter, soil, dust and embedded grit, including corners and underside of items such as carpets, rugs, curtains/drapes and furniture which requires this method of cleaning.	All carpets, rugs, curtains/drapes and furniture shall be free of visible litter, soil, dust and embedded grit, including corners and underside
Shower Curtains	Cleaning of curtains requires washing curtains/doors with an approved cleaner that will eliminate fungus and green mould	Washed with a germicidal solution with no mould and/or odour remaining
Shower Stalls	Cleaning of shower stalls is defined as the removal of soap scum, mould, stains, and odours from surfaces (including grout) and cleaning the entire enclosure with a germicidal solution or steam cleaning.	Walls, ceiling, enclosures, grout, and fixtures are cleaned with a germicidal solution and chrome is buffed to shine. There shall be no mould and/or odour remaining.
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.	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.	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.	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.

SPECIFIED AREAS	REQUIREMENTS	STANDARDS
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	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.	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.	Equipment and Tools shall be colour coded to minimise cross contamination from one area to the next (e.g. red for toilet areas; blue for kitchen; and green for all other areas).

B.3.2 SPECIFIC REQUIREMENTS

- i. The successful bidder will furnish all labour, equipment, tools, cleaning supplies, supervision, transportation, and ensure that the cleaning products are environmentally-friendly wherever possible, and all hazardous materials adequately labelled in accordance with the Occupation Safety and Health Act, Chap. 88:08.
- ii. All products will have low VOC (Volatile Organic Compounds) and the successful bidder will provide a Material Safety Data Sheet (MSDS) of the chemicals to be used in the cleaning and sanitization of the residential units.
- iii. The successful bidder will ensure that his/her employees use all necessary P.P.E. (Personal Protective Equipment) to perform all cleaning tasks and ensure that the janitorial works on the premises are carried out in a safe manner and in compliance with the requirements of the Occupational Safety and Health Act, Chap. 88:08. The provision of identification cards and first aid kits are mandatory. The successful bidder shall also be responsible for training and protecting any and all employees of the successful

bidder while engaged in the performance of any work or services by the successful bidder under this agreement, as to the safeguards used and precautions taken.

- iv. The successful bidder and his/her employees will conduct themselves on site in a workmanlike manner at all times.
- v. The successful bidder and his/her employees shall exercise due care at all times to ensure that cleaning products and practices do not cause damage to finishes, furnishings, or fixtures. Successful bidder shall restore to good condition any items damaged from lack of due care by successful bidder's employees.
- vi. Representatives from the Ministry of Public Administration (MPA) will inspect work performed by the successful bidder. In the event of work performance deficiencies, the MPA will notify the successful bidder. This notification may be verbal or written. MPA may choose to require the successful bidder to rectify the deficiency within 24 hours. The successful bidder is encouraged to schedule inspection times/dates with MPA.
- vii. The successful bidder shall not allow children, pets, and non-employees on the premises.
- viii. The successful bidder and his/her employees must not remove or consume any property belonging to the State. This policy includes any articles that may be deposited for disposal in trash receptacles. Materials and/or equipment belonging to the State will not be transferred from one job site to another by the successful bidder without permission of MPA.
- ix. The successful bidder and his/her employees, if working after normal business hours should seek permission from MPA, and if permission is granted will ensure that all doors, windows, and gates giving access to Units are secured. All lights will be turned off before leaving the premises.
- x. The successful bidder shall report any building damage or potential hazard immediately to MPA. Hazardous conditions shall be immediately remedied or secured by the successful bidder's qualified and trained personnel to prevent further damage and/or protection of all personnel from exposure or injury.
- xi. All incidents, altercations, or accidents involving the successful bidder's personnel require a written report from the successful bidder within 48 hours of the incident or accident describing the incident or accident. These will be recorded in the Complaints Register.

xii. The successful bidder shall be responsible for the provision of all material and consumables required in the performance of the janitorial service.

B.3.3 SCHEDULE

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

MPA's contact to gain access after 4:00pm Monday to Friday:

Ms. Nanika Morain Martin
Property and Real Estate Services Division,
Ministry of Public Administration,
Level 1, CIC Building,
122-124 Frederick Street, Port of Spain,
Republic of Trinidad and Tobago
West Indies
Telephone No: (868) 627-4801 ext. 2508
Email: martinn@mpa.gov.tt

B.3.4 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.

B.3.5 INVOICING

Monthly invoicing required.

B.3.6 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 of Tower 3, or the MPA.

The successful bidder shall provide containers as directed at locations, which require the hauling away of waste and proper disposal of same.

B.3.7 INSPECTIONS AND REPORTING REQUIREMENTS

The Ministry's designated representative will be responsible for inspecting, accepting and signing-off on all tasks associated with the services herein. During the contract period, the MPA designated representative 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:

- i Checklist of all tasks performed for each facility and the signature of the employee who performed them.
- ii Discrepancies from the routine work scheduled and an explanation of the circumstances involved.
- iii 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 Ministry's Representative.
- iv 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 Ministry's Representative 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 Ministry's Representative 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 Ministry's Representative responsible for payment of the invoiced work. Monthly reports and forms are the responsibility of the successful bidder's supervisor.

B.3.8 CLEANING FREQUENCY

Frequency of cleaning for the Ministry and its divisions are clearly outlined in the **Table I** herein.

Scope of Services – Janitorial Victoria Keyes Occupied Units - **Table I**

ACTIVITY	DAILY	TWICE WKLY	WKLY	F/NTLY	MTHLY
COMMON AREAS (living /dining/porch/tv room)					
Vacuum carpet			X		
Sweep hard floors			X		
Damp mop hard floors			X		
Damp mop entrance areas			X		

The Contractor will provide a Material Safety Data Sheet (MSDS) of the scheduled chemicals to be used in the building cleaning and sanitization.

Scope of Services – Janitorial (cont'd)

ACTIVITY	DAILY	TWICE WKLY	WKLY	F/NTLY	MTHLY
COMMON AREAS (living /dining/porch/tv room)					
Spray buff entrance areas			X		
Spray buff corridors			X		
Dust furniture			X		
Damp wipe furniture			X		
Damp wipe service counter			X		
Dust ledges			X		
Clean glass doors			X		
Clean internal glass			X		
Clean windows			X		
Dust handrails			X		
Vacuum fabric chairs			X		
Clean/sanitize telephones			X		
Clean Venetian blinds			X		
Clean air condition vents			X		
Clean ceiling and fixtures			X		
Clean all artwork and picture frames			X		
Empty bin/dispose of litter			X		
Cob web			X		
Appliances			X		

The Contractor will provide a Material Safety Data Sheet (MSDS) of the scheduled chemicals to be used in the building cleaning and sanitization.

Scope of Services – Janitorial (cont'd)

ACTIVITY	DAILY	TWICE WKLY	WKLY	F/NTLY	MTHLY
BEDROOM AREAS					
Sweep and mop area			X		
Clean doors and frames			X		
Dust fire exit doors and frames			X		
Clean ceiling and fixtures			X		
Cob Web			X		
Changing of bed linens			X		
BATHROOM AREAS					
Clean and sanitize all toilet, urinals, washbasins, mirrors, fixtures, washrooms and shower stall with chemicals and replenish toilet paper and liquid soap.			X		
Sweep and Damp mop floor			X		
Clean toilet, urinal, sinks & mirrors			X		
Clean shower			X		
Damp wipe doors			X		
Damp wipe tiled wall			X		
Damp wipe counter			X		
Clean Ceiling and fixtures			X		

The Contractor will provide a Material Safety Data Sheet (MSDS) of the scheduled chemicals to be used in the building cleaning and sanitization.

Scope of Services – Janitorial (cont'd)

ACTIVITY	DAILY	TWICE WKLY	WKLY	F/NTLY	MTHLY
KITCHEN / PANTRY					
Clean sinks			X		
Damp wipe counters			X		
Damp wipe cupboards externally			X		
Damp wipe large appliances externally			X		
Damp wipe stoves & microwave			X		
Sweep and Damp mop floor			X		
Clean Ceiling and fixtures			X		
Cob Web			X		
PERIODIC MAINTENACE					
Shampoo carpets	Three Times per year				
Strip, seal and polish all hard floors or tiles	Twice per year				
General Cleaning of Units will apply before occupancy	Six (6) emergency cleaning yearly				
(Maid services) Cleaning of Linens, towels and shower mats	Once Weekly				

The Contractor will provide a Material Safety Data Sheet (MSDS) of the scheduled chemicals to be used in the building cleaning and sanitization.

- i Please note that all **unoccupied** units will require a **general cleaning once per month**.
- ii All linens, drapes, towels, shower mats, toilet paper and paper towels are to be provided by the supplier with specifications provided that meets Ministry of Public Administration standards and approved by the Permanent Secretary, Ministry of Public Administration.

- iii **Maid services and the necessary provisions stated above do not apply** to long term Allocation to Ministries or occupants (over 6 months), only medium or short term occupancy (under 6 months).

Specifications of Cleaning Products

- Strong **disinfectants** or **bleaches should not be permitted**, other than small amounts used in weekly cleaning and laundries.
- Recommended Detergents are low-sudsing, low phosphates and biodegradable.
- Recommended Cleaning products are non-chlorine, non-toxic, non-corrosive and biodegradable.

Proper Disposal of Waste

- Citrus products, coffee grounds, chemical wastes, paint or paint thinners, oils or grease (such as cooking grease), pet shampoo, pet dip disinfectant, pesticides, herbicides and automotive fluids should not be permitted to enter plumbing and waste lines.
- Disposable diapers, tampons, sanitary napkins, large quantity of paper products, tobacco products, or similar items; home brewery waste, strong medicines and antibiotics are also prohibited from entering plumbing and waste lines.
- These should be bagged in disposable bins for removal.

B.3.9 SPECIAL CONDITIONS

Quotations are to be provided for the location identified herein. For this location, cost must be submitted per unit. Please note, no additional work is to be executed unless authorized by the Permanent Secretary, MPA in writing to do so.

B.3.10 LOCATION

Tower 3 Victoria Keyes

PLEASE PROCEED TO SECTION C

Section C – Price Schedule

Date:

To: The Permanent Secretary, Ministry of Public Administration.

Ref: Tender for the Provision of Janitorial Services for Ten (10) Apartment Units in Tower 3 at Victoria Keyes

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.

Item	Type of Unit	Position of Employee	No. of Employees Required	Rate per hour \$TT	Costs \$TT
01		Supervisor			
	Two, 2 bedrooms, two (2) baths – (1078 sq.ft.)				
	Five, 3 bedrooms, two (2) baths – (2181 sq.ft.)				
	Three, 3 bedroom deluxe – (2183 sq.ft.)				
02		Janitor			
	Two, 2 bedrooms, two (2) baths				
	Five, 3 bedrooms, two (2) baths – (2181 sq.ft.)				
	Three, 3 bedroom deluxe – (2183 sq.ft.)				

Item	Activity (Items)	Costs \$TT	VAT (12.5%)	TOTAL
01	Cost Per Unit (Two, 2 bedrooms, two (2) baths)			
02	Cost Per Unit (Five, 3 bedrooms, two (2) baths)			
03	Cost Per Unit (Three, 3 bedroom deluxe –)			
04	Other Cost			

Hourly rate for miscellaneous requests: _____

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 Public Administration
Level 7, NALIS Building,
Corner Hart and Abercromby Streets,
Republic of Trinidad and Tobago
West Indies

Dear Madam:

We, the undersigned, offer to provide services for [*Provision of Janitorial Services for ten (10) Apartment Units in Tower 3 at Victoria Keyes*] in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal for the services.

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 Provision of Janitorial Services for Ten (10) Apartment Units, Tower 3 at Victoria Keyes for the Ministry of Public Administration

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

1	Company Information	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
2	References / Similar Contracts	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
3	Valid Income Tax Clearance Certificate	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
4	Valid VAT Clearance Certificate	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
5	Valid National Insurance Certificate of Compliance	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
6	Financial statements	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
7	Audited statements for the last two (2) years	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
8	Bid Validity Period	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
9	Pricing/Costing Submission	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
			<input type="checkbox"/>		<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) would 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 Public Administration
Level 7, NALIS Building,
Corner Hart and Abercromby Streets,
Republic of Trinidad and Tobago
West Indies

Dear Madam:

We, the undersigned, offer to provide the services for [*Provision of Janitorial Services for ten (10) Apartment Units in Tower 3 at Victoria Keyes*] in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. Our attached Proposal is for the sum of [*Insert amount(s) in words and figures*¹].

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

THIS CONTRACT (hereinafter, together with all the appendices attached hereto and forming an integral part thereof, called “**the Contract**”) is made the _____ day of _____ in the Year of Our Lord **TWO THOUSAND AND EIGHTEEN BETWEEN XXX** Permanent Secretary, Ministry of Public Administration (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 Public Administration) 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 _____ a company incorporated under the laws of Trinidad and Tobago and whose registered office is at _____ (hereinafter called to as “**the Contractor**”).

WHEREAS:-

- A. The Client is desirous of obtaining janitorial services for the Ministry of Public Administration.
- B. The Client issued a Request for Proposal (“RFP”) on xxx and conducted a site visit on xxx at xxx.
- C. The Contractor among others submitted a proposal dated xxx for the provision of janitorial services for the Ministry of Public Administration hereto annexed and marked “**Appendix I**”.
- D. The Client now wishes to engage the Contractor to provide janitorial services for the Ministry of Public Administration, such Services being more particularly described in the **Scope of Services** hereto annexed and marked “**Appendix II**” (hereinafter called “**the Services**”).
- E. The Contractor has represented to the Client that it has the required professional skill, personnel and technical resources to provide the Services on the terms and conditions set out in this Contract.

NOW IT IS AGREED AS FOLLOWS:-

1. The Client **HEREBY APPOINTS** the Contractor and the Contractor **HEREBY ACCEPTS THE APPOINTMENT** to act as Contractor to execute the performance of

the Services more particularly described at Appendix II, in conformity with the terms and conditions of this Contract.

2. PAYMENTS AND INVOICING

In consideration of the due performance and satisfactory completion of the Services by the Contractor, and subject to the Client's approval of outputs as stated in Clause 2.1 herein the Client shall pay the Contractor the sum for each Service as follows in the manner outlined in Clause 2.2 hereunder.

(a) The Client shall review the Contractor's performance on a monthly basis and payments shall be subject to satisfactory performance.

(b) The Client shall withhold payment until performance is satisfactory, in accordance with the terms of this Contract.

2.1 All outputs are to be approved by the **Permanent Secretary, Ministry of Public Administration** and upon such approval being given, payment in respect of the Services shall be processed.

2.2 The Client shall, subject to Clause 2 herein pay to the Contractor for the provision of the Services aforesaid, for the contract term as set out in Clause 12.3 hereof, the following monthly sums, upon the Contractor's submission of a monthly invoice in respect of the Services described in the Scope of Works at "Appendix II".

3. The Contractor, subject to Clause 1 herein, shall provide the Services as specifically described in the Scope of Services hereto annexed and marked "**Appendix II**".

4. In this Contract words and expressions shall have the same meanings as are assigned to them in the Contract Documents hereinafter referred to.

5. If any part of this Contract is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from the remainder of this Contract which will continue to be valid and enforceable to the fullest extent permitted by law.

6. 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) To be inserted

7. In the event of any inconsistency or conflict between this Contract and any of the documents hereinabove referred to, this Contract shall take precedence.
8. Each Party acknowledges that this Contract contains the whole agreement 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 investigation into all matters relevant to it.
9. The Contractor for itself and its assigns and the Client mutually covenant that they will respectively perform and observe the several provisions of the Contract to be performed and observed by them respectively hereunder.
10. Each of the Parties warrants its power to enter into this Contract and has obtained all necessary approvals to do so.
12. The Permanent Secretary in the Ministry of Public Administration shall not in any way be held personally liable for anything arising out of this Contract.

13. **GENERAL CONDITIONS**

12.1 **DEFINITIONS**

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

- (a) **“Contract”** means this contract between the Client and the Contractor;
- (b) **“Conditions”** means the provisions set out below which shall be incorporated into this Contract in their entirety;
- (c) **“Commencement Date”** means the date on which the Services under this Contract shall commence pursuant to Clause 12.2 hereof;
- (d) **“Force Majeure”** means an event as described in Clause 12.8 hereof;
- (e) **“Notice”** means notice complying with the terms of Clause 12.4 hereof;
- (f) **“Party”** means the Client or the Contractor as the case may be; **“Parties”** means both the Client and the Contractor, their successors and permitted assigns;

- (g) **“Personnel”** means persons hired by the Contractor as employees and/or sub-Contractors and assigned to the performance of the Services or any part thereof;
- (h) **“Premises”** means the premises at the compounds listed herein
- (i) **“Services”** means the key tasks and deliverables to be performed by the Contractor pursuant to this Contract and as further detailed in the Proposal and the Scope of Services hereto attached at Appendix 1 and Appendix II respectively;
- (j) **“Term”** means a period of xxx years commencing on the date stated in Clause 12.2 hereof.

12.2 **COMMENCEMENT DATE**

The Services shall commence or be deemed to commence (“the Commencement Date”) on xxx.

12.3 **DURATION**

This Contract shall continue for a period of xxx years (hereinafter referred to as “the term”) from the date aforesaid unless and until determined in accordance with Clauses 12.8 and 12.10 hereof.

12.4 **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 Public Administration
Level 7, National Library Building
Corner Hart and Abercromby Streets
Port of Spain**

Phone No.:

Fax No.: (868)

For The Contractor
Chief Executive Officer
Phone No.: (868)
Fax No. (868)

12.5 **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 12.4 hereinabove, at the earliest possible opportunity but in any event within forty-eight (48) hours of such change or acquisition.

12.6 **ENTIRE CONTRACT**

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

12.7 **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.

12.8 **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 Contractor has no control which causes the cessation of or substantial interference with the performance of the Services by the Contractor under this Contract the duty of the Contractor 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.

12.9 Contractor's Duties and Obligations

12.9.1 General Duties

- (a) The Contractor shall exercise all reasonable skill, care and diligence in discharge of its duties under this Contract. The Contractor, 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 Contractor, 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 Contractor its staff employees and agents of the said restriction;
- (d) In carrying out the Services entrusted to it, the Contractor shall endeavour to find the technical and economic solutions best suited to the requirements.
- (e) The Contractor shall (as between the parties hereto) accept liability for and shall indemnify the Client against any liability claim proceedings or loss in respect of personal injury to or the death of any person whatsoever (unless due to the negligence or wilful default of the Client or of the Client's employee or agent) in respect of damage to any property whatsoever real or personal to whomsoever belonging (if due to the negligence or wilful default of the Contractor or its employee or agent) where such injury death or damage as the case may be shall be caused by or arise out of or in the course of the performance of the Services.

- (f) The Contractor shall adhere to all requirements of the Occupational Health and Safety Act (OSHA) during the performance of the Services
- (g) The Contractor 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.

12.9.2 **Obligations**

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

- (i) All personnel employed in the performance of the Contractor's duties herein have been or will have been subjected to a thorough medical inspection and passed fit for their duties;
- (ii) All personnel will be supervised by one or more Supervisors in the employ of the Contractor who will make periodic checks/visits to ensure proper execution of the janitorial services;
- (iii) All equipment and instruments used by such personnel will be supplied and remain the sole property of the Contractor;
- (iv) A daily record of attendance at the premises will be kept by the Contractor who will note in that record all irregularities or incidents so discovered as soon as practicable after the discovery thereof and if so required by the Client at any time the Contractor will make the said daily record available for inspection by the Client or the Police;
- (v) The Contractor will provide transport for its personnel engaged in the performance of their duties under the terms of this Contract;

12.10 **TERMINATION**

12.10.1 **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 Contractor thirty (30) days written notice of termination, such notice to be given after occurrence of any of the events specified in paragraphs (a) through (f) of this Clause:-

- (a) If the Contractor fails to carry out satisfactorily the Services required

hereunder to be carried out, the Client shall inform the Contractor of its awareness of the Contractor's failure to carry out satisfactorily the Services required hereunder to be performed and therein expressly warn the Contractor that should the Contractor fail to satisfactorily perform the said Services within at least one (1) week from the date of the Client's information to the Contractor notice is deemed to have thereby been given to the Contractor that if the Contractor shall fail to carry out such Services satisfactorily at the expiration of the time given it by the Client, the Client may forthwith summarily terminate this Contract in its entirety.

- (b) If the Contractor 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 Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 12.12.2 hereof;
- (d) If the Contractor submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Contractor knows to be false;
- (e) If, as a result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- (f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

12.10.2 **Termination by the Contractor**

The Contractor 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 Contractor pursuant to this Contract and not subject to dispute pursuant to Clause 12.12 hereof within twenty-one (21) days after receiving written notice from the Contractor 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 Contractor may have subsequently approved in writing) following the receipt by the Client of the Contractor's notice specifying such breach;

- (c) If, as a result of Force Majeure, the Contractor 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 12.12.2 hereof.

12.11 FAIRNESS AND GOOD FAITH

12.11.1 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.

12.11.2 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 12.12.2 hereof.

12.12 SETTLEMENT OF DISPUTES

12.12.1 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.

12.12.2 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.

12.13 **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.

12.14 **JOINT AND SEVERAL**

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

12.15 **EXTRA SERVICES**

If the Contractor is of the opinion that any Services the Contractor had been directed to perform are outside the scope of this Contract and constitute extra services ("Extra Services") the Contractor 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 Contractor upon a mutually agreeable fair and equitable basis. In the event that the Client and the Contractor 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.

12.16 **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.

12.17 **ASSIGNMENT AND SUB-CONTRACTING**

Except as provided in the Proposal, this Contract or any part thereof or any benefit or interest therein or thereunder shall not be assigned by the Contractor 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 Contractor of any liabilities or obligations under the terms of this Contract.

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

SIGNED by **XXX**)
Permanent Secretary,)
Ministry of Public Administration)
for and on behalf of the Government of)
the Republic of Trinidad and Tobago)
in the presence of: -)

THE COMMON SEAL OF xxxxx LIMITED)
was hereunto affixed by)
)
the Secretary in the presence of)
xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx)
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:)