



# **Ministry of Works and Transport**

## **Traffic Management Branch**

### **TENDER DOCUMENT**

**SUPPLY, INSTALLATION AND COMMISSIONING OF THIRTEEN (13)  
ACCESSIBLE PEDESTRIAN SIGNALS FOR VARIOUS TRAFFIC LIGHT  
INTERSECTIONS**

**VOLUME I OF I**  
**April, 2019**

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Initials of Signatory of Tenderer.....

**FORM  
OF  
TENDER**

# FORM OF TENDER

(NOTE: THE APPENDIX HEREIN FORMS PART OF THE TENDER)

Tender of: .....

.....

.....

For the: Supply, Installation and Commissioning of Thirteen (13) Accessible Pedestrian Signals for Various Traffic Light Intersections.

To: The Chairman  
Permanent Secretary Tenders Committee  
Level 1  
Ministry of Works & Transport  
Corner Richmond and London Streets,  
Port-of-Spain

Sir/ Madam,

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

*(In Words TT\$)* .....

.....

.....

.....

(In Figures TT\$) .....

plus Value Added Tax (in Words TT\$) .....

.....

.....

.....

(In Figures TT\$) .....

or such sum as may be ascertained in accordance with the Conditions of Contract for Construction–(FIDIC 1999), for Building and Engineering Works Designed by the Employer.

2. We agree to do any extra work, which may be ordered by the Employer, and to accept full compensation at such prices as may be agreed upon in writing by the Employer and us in accordance with the Conditions of Contract for Construction–(FIDIC 1999), for Building and Engineering Works Designed by the Employer.
3. Unless and until the Agreement is prepared and executed, this Tender together with your written “Notice of Award of Contract” hereof, shall constitute a binding Contract between us and the Employer, the rights and obligations provided for in the Contract shall become effective and binding upon our submission of the Performance Security and its acceptance by the Employer.
4. We further agree to commence the Works on the date specified in the “Notice to Proceed” from the Employer and to execute the said Works in such a manner as to complete them within the time limit set forth on the Tender Documents, failing which, liquidated damages shall be paid by us to the Employer at the rate specified in the Tender Documents, until the Works shall have been completed as per the requirements of the Contract Documents.
5. This Tender is submitted without collusion with any other Tenderer. We have exercised our own judgment regarding the information required to prepare and submit this Tender

and have utilised all the data which we believe pertinent from the Employer and other sources in arriving at our conclusions.

6. We agree to abide by this Tender for a period of one hundred and twenty (120) calendar days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before expiration of that period.
  
7. We understand that you are not bound to accept the lowest or any Tender you may receive.

We are,  
Sir,  
Yours faithfully,

..... (Signature of Tenderer)\*

..... (Name of Signatory)  
**Block Letters**

..... (Name of Company)

..... (Address in full)

.....

.....

.....

..... (Date)

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

**FORM  
OF  
AGREEMENT**

## FORM OF AGREEMENT

**THIS AGREEMENT** is made in duplicate this .....day of  
..... in the year .....

....., **BETWEEN** .....  
Permanent Secretary in the Ministry of Works and Transport (which expression shall mean and include the person or persons for the time being carrying out duties of Permanent Secretary in the said Ministry) acting herein for and on behalf of the Government of the Republic of Trinidad and Tobago (hereinafter called the "Employer") of the one part and

.....  
.....  
.....  
of .....

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

**WHEREAS** the Employer is desirous that certain Works should be constructed in connection with .....(Name of work).....  
.....  
..... and has accepted a Tender by the Contractor for the execution, completion and maintenance of such works

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract for Construction–(FIDIC 1999), for Building and Engineering Works Designed by the Employer, hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement:

- a. The Invitation to Tender
- b. The Instructions to Tenderers
- c. The Priced Bills of Quantities
- d. Conditions of Contract for Construction (FIDIC 1999) for Building and Engineering Works Designed by the Employer.
- e. The Specifications
- f. The Addenda, if issued
- g. The Notice of Award of Contract

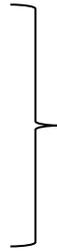
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute, complete and maintain the Works in conformity in all respects with the provisions of this Agreement. It is agreed that the Works to be performed under this Agreement shall be commenced on.....  
.....  
and shall be completed on .....  
.....  
..... duly maintaining the progress as per the submitted and approved programme of works.

4. The Employer hereby covenants to pay to the Contractor in consideration of the execution, completion and maintenance of the Works, subject to additions and deductions provided in this Agreement and based on unit prices stated in the Priced Bill of Quantities the sum of.....  
.....

.....  
Trinidad and Tobago Dollars in the manner prescribed by this Agreement.

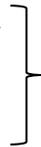
**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on the day and year first above written.

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



Signature:  
Name:  
Position:  
Address:

**SIGNED** by ....., .....  
.....  
.....



in the presence of :-

Signature:  
Name:  
Position:  
Address:

**INSTRUCTIONS**

**TO**

**TENDERERS**

# INSTRUCTIONS TO TENDERERS

## A GENERAL

### 1. Description of Works

- 1.1 These documents relate to the Works contained in the accompanying Bill of Quantities. Please refer to Page 47 for further details on the Brief Description of Works.
- 1.2 Tenderers should note that reference should be made to the tender specifications for details.
- 1.3 Tenderers must examine the Specifications if applicable and the Conditions of Contract, visit the site and satisfy themselves as to local conditions, means of access as well as to determine the need for police supervision once power is removed from the intersection, the restrictions and limitations, the conditions under which work will be carried out, conditions affecting the supply of labour and materials, storage space for materials and plant and generally of all conditions that may in any way affect their Tenders, as no claim on the grounds of lack of knowledge of any such matters will be entertained.
- 1.4 Duty free and duty paid prices (where applicable) in Trinidad and Tobago dollars. Prices based on foreign exchange rates must be specified. Rates used must be issued by the Central Bank seven (7) days before the actual closing date of tenders; In this case approved temporary measures must be taken to maintain all services and if items for these measures are not included in the Bill of Quantities, Tenderers shall allow for all costs in their rates.

### 2. Eligibility and Qualifications Requirements

- 2.1 Firms that have the required experience and resources for undertaking the works described in these Tender Documents.

### **3. Cost of Tendering**

3.1 The Tenderer shall bear all cost associated with the preparation and submission of his tender and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

### **4. Site Visit**

4.1 The Tenderer is advised to examine the site of the Works and its surrounding and obtain for himself all information necessary for preparing the Tender and entering into a Contract. He shall read and be thoroughly familiar with the Tender Documents before tendering and satisfy himself on all matters and points, which might affect his Tender. No claim will be allowed in connection with any neglect or failure on Tenderers part. The cost of visiting the site shall be at the Tenderers own expense.

4.2 The Tenderer and any of his personnel or agents will be granted permission by the Employer to enter upon the applicable premises and lands for the purpose of such inspection, but only upon express conditions that the Tenderer, his personnel or agents, will release and indemnify the Employer and his personnel and agents from and against all liability in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any loss, damage, cost and expenses however caused, which, but for the exercise of such permission would not have arisen.

## **B TENDER DOCUMENTS**

### **5 Contents of Tender Documents**

5.1 Tender Documents issued for the purpose of tendering, includes the documents listed below, together with any Addenda thereto:

1. Form of Tender
2. Form of Agreement
3. Instructions to Tenderers

4. Particulars of Tender
5. Appendix to Tender
6. Particular Conditions
7. Sample Forms
8. Brief Description of Works
9. Bill of Quantities
10. Specifications

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

- 5.2 The Tenderer is expected to carefully examine all instructions, conditions, forms, terms and specifications in the Tender Documents. Failure to comply with the requirements of Tender submission will be at the Tenderer's own risk. Tenders that are not responsive to the requirements of the Tender Documents will be rejected.
- 5.3 The number, quantities and measurements given in the Bill of Quantities are approximate only and their accuracy or inaccuracy shall in no way affect the validity of the Tender or of any Contract based thereon. The total amount for the various items set out in the schedules at the rates inserted by the Tenderer shall be stated in each case, but this figure is required solely for the purpose of facilitating the comparison of the various Tenders received and shall not be deemed to be the actual sum which is to be paid to the Contractor for the execution of Works. The sum to be paid to the Contractor, if the Tender is accepted, is the value (at the rates inserted by the Tenderer in the Bill of Quantities) of the materials actually supplied and the Work actually done by the Contractor.

## **6 Clarification of Tender Documents**

- 6.1 A prospective Tenderer requiring any clarification of the Tender Documents may notify the Employer in writing, email or by cable (which is deemed to include telex or facsimile transmission) at the Employer's address indicated in the invitation to Tender. The Employer will respond in writing, email or by cable to any request for clarification, which he receives earlier than five (5) days prior to the deadline for submission of Tenders. The Employer will send written or electronic instructions and clarifications to all prospective Tenderers who have received Tender Documents in the form of Addenda (including a description of the inquiry but without identifying its source) prior to receiving Tenders and where required a copy of each addendum shall be executed by the Tenderer and submitted with the Tender. Oral interpretations shall not: (a) be made to any Tenderer as to the meaning of any of the Tender Documents, or, (b) modify any provisions of the Tender Documents.
- 6.2 Such answers, as are necessary, shall be given as a matter of assistance to the Tenderer but they shall not be construed as adding to or taking away from or otherwise altering the meaning and intent of the Tender Documents, and/or the Tenderer's obligations thereunder, unless such answers are in writing and signed by the Employer.

## **7. Amendment of Tender Document**

- 7.1 At any time prior to the deadline for the submission of Tenders, the Chairman of the Tenders Committee may, for any reasons, whether at his own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender Documents by the issuance of an Addendum.
- 7.2 The Addendum will be sent in writing to all prospective Tenderers who have acquired the Tender Documents and will be binding upon them. Prospective Tenderers shall promptly acknowledge receipt thereof by submitting the said acknowledgement in writing to the Chairman of the Tenders Committee

- 7.3 In order to afford prospective Tenderers reasonable time in which to take an Addendum into account in preparing for their tenders, the Chairman of Tenders Committee may, extend the deadline for the submission of Tenders.
- 7.4 No alterations in the text of the Bill of Quantities shall be made by the Tenderer, unless instructed in writing by the Chairman of Tenders Committee. Any unauthorized alteration, amendment, note or additions made to the Bill of Quantities by the Tenderer shall be ignored and only the reading of the printed text will be recognized. If the Tenderer wishes to make an observation as to the printed text in connection with the rates he has inserted, he shall do so in the form of a letter submitted with his Tender.
- 7.5 The Tenderer shall not add to the listed items in the Schedules contained in the bill of Quantities nor combine any of the items.
- 7.6 Tender Documents are not transferable. They shall be filled in, signed and submitted by the person, company or firm in whose favour they have been specifically issued by the Employer or application.

## **C Preparation of Tenders**

### **8 Documents Comprising Tender**

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

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

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

**10. Tender Prices**

- 10.1 Unless stated otherwise in the Tender Documents, the contract shall be for the entire Works described, based on the unit rates and prices in the Bill of Quantities submitted by the Tenderer.
- 10.2 The Tenderer shall fill in rates and prices for all items of Works described in the Bill of Quantities, whether quantities are stated or not. Items against which no rate or price is entered by the Tenderer will not be paid for by the employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
- 10.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as of the date five (5) days prior to the closing date for the submission of Tenders, shall be included in the rates and prices and the total Tender Price submitted by the Tenderer, and the evaluation and the comparison of Tenders by the Employer shall be made accordingly. Items in the Bill of Quantities are to be priced net of Value Added Tax. The Tenderer shall make his addition for Value Added Tax where indicated in the Summary Page of the Bill of Quantities.
- 10.4 The rates and prices quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subjected to adjustment on any account except as provided for in the Conditions of Contract.

**11 Currency of Tender and Payment**

- 11.1 The unit rates and prices shall be quoted by the Tenderer entirely in Trinidad and Tobago currency.

## **12 Tender Validity**

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

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

## **13 Obtaining Information, Pre-Tender Meeting and Site Visit**

- 13.1 Tenderers will, by their own independent observation and enquires, obtain reliable information, be fully informed of, and have satisfied themselves as to, the nature, extent and practicability of the Works and positions relative thereto of exposed works, buildings, structures and any underground services, the means of access of the Works, the places where materials, may be obtained and disposed of, the state in or on which the Works are to be constructed and all other points, which can in any way affect the prices inserted in the Tender. Neglect or failure on the part of the Tenderer to carry out the above will not relieve the Tenderer from any risk or liability for the completion of the Works, nor will any claim for increase in costs or extension of the Contract period be allowed for such neglect or failure.
- 13.2 Tenderers may review, in the Employer's Office, technical memoranda on the Contract, records of sub-surface explorations, information and other design memorandum, to extent available by arrangement with the Employer.
- 13.3 The Tenderer or his official representative is advised to attend a pre-tender meeting that will be convened at the date, time and venue given in the **Invitation to Tender** or **Tender Notice** for the purposes as discussed in section 4 above.
- 13.4 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

13.5 The Tenderer is requested to submit any questions in writing, email or by cable, to reach the Employer not later than one week before the meeting.

13.6 Minutes of the meeting, including copies of the questions raised and responses given, will be furnished expeditiously to all those attending the meeting (and subsequently to all firms which have received the Tender Document). Any modification of the Tender Documents listed in Sub-Clause 5.1 which may become necessary shall be effected by the issuance of an Addendum pursuant to Clause 8, and not through the minutes of the pre-tender meeting.

#### **14 Format and Signing of Tenders**

14.1 The Tenderer shall complete one original of the documents comprising the Tender as described in Clause 8 of these Instructions.

14.2 The Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to bind the Tenderer to the Contract.

14.3 The complete Tender shall be without alterations, interlineation, or erasures, except those in accordance with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person or persons signing the Tender.

14.4 No Tenderer or his agent may, in any manner whatsoever, whether directly or indirectly, participate in the Tender of another for the same contract.

#### **15 Submission of Tenders**

15.1 The Tender shall be made on the form supplied without any alteration therein. **One complete unaltered original** of the Tender Documents together with the required **Supplementary Information** and **one(1) copy** shall be returned with the Tender. Tenderers are required to fill in all blank spaces in the Tender Form and other Tender Documents.

Upon completion of the Tender it shall be sealed in inner and outer envelopes. The inner and outer envelopes shall be addressed to:

**The Chairman  
Permanent Secretary Tenders Committee  
Level 1  
Ministry of Works &Transport  
Corner Richmond and London Street  
Port-of-Spain**

and bear the following identification:

**Tender for:  
Ministry of Works and Transport  
Supply, Installation and Commission of Thirteen (13) Accessible Pedestrian  
Signals for Various Traffic Light Intersections.**

15.2 The first inner envelope shall contain the properly completed Tender Documents. It shall also include the supplementary information required to be completed and submitted in accordance with these Tender Documents. This inner envelope shall carry, at the left bottom, the name and address of the Tenderer.

15.3 The second inner envelope shall contain, (i) a Certificate from the Commissioner of Inland Revenue not more than six (6) months old on the day fixed for receipt of Tenders, to the effect that the Tenderer has complied with the provision of and has fulfilled his obligations under the Income Tax Ordinance to the satisfaction of the Commissioner (ii) a valid VAT Clearance Certificate and (iii) a valid NIS Compliance Certificate.

This inner envelope shall also carry, at the left bottom, the name and address of the Tenderer.

15.4 Both inner envelopes shall then be placed in another envelope and addressed as outlined in section 15.1. The outer envelope should bear no identification of the Tenderer. The Tender

Package shall then be dropped within the specified time and date into the assigned Tender Box.

15.5 Each Tenderer shall submit only one Tender. A Tenderer who submits or participates in more than one Tender shall cause all Tenders with their participation to be disqualified.

## **16 Deadline for Submission Of Tenders**

16.1 Bids shall be delivered at the address specified not later than the time and date specified in the Letter of Invitation.

16.2 The Chairman of Tenders Committee, may at his discretion, extend the deadline for submission of Tenders by issuing an addendum in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

16.3 Any Tender received after the deadline for submission of Tenders shall be returned unopened to the Tenderer.

## **17 Modification and Withdrawal of Tenders**

17.1 The Tenderer may modify or withdraw his Tender after Tender submission, provided that the modification or notice of withdrawal is received in writing by the Chairman Tenders Committee prior to the prescribed deadline for submission of Tenders.

17.2 The Tenderer's modification or notice of withdrawal shall be prepared, sealed, marked and delivered with the submission of Tenders, with the inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.

17.3 Except as stated in "CLARIFICATION OF TENDERS", no Tender may be modified subsequent to the deadline for submission of Tenders.

## **18 Tender Opening**

- 18.1 The Tenders Committee will open the Tenders, including submissions, in the presence of Tenderers' representatives who choose to attend at the date, time and address specified in the Invitation of Tender. The Tenderers' representative who is present shall sign a register evidencing their attendance.
- 18.2 Tenders for which an acceptable notice of withdrawal has been submitted shall not be opened. The Tenders Committee will examine Tenders to determine whether they are complete, whether the documents have been properly signed, and whether the Tenders are generally in order.
- 18.3 Tenderers who fail to submit Legal and Clearance documents i.e. Compliance Certificates for VAT, TAX, and NIS will be considered unresponsive and the submitted Tender may be deemed disqualified.

## **19 Process to be Confidential**

- 19.1 No information relating to the examination, clarification, evaluation and comparison of Tenders, and recommendations concerning the award of contract shall be disclosed to Tenderers and other person or persons not officially concerned with the tender process subsequent to the public opening of Tenders and before the announcement of the award to the successful Tenderer.
- 19.2 Any effort by a Tenderer to influence the Tenders Committee in the process of examination, clarification, evaluation, and comparison of Tenders, and in decisions concerning award of contract, shall result in the rejection of the Tenderers' Tender.

## **20 Clarification of Tenders**

- 20.1 During the examination, evaluation and comparison of Tenders, the Tenders Committee may ask Tenderers individually for clarification or additional information of their Tenders, including breakdowns of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Tender shall

be sought, offered or permitted except as required to confirm the correctness of arithmetic errors discovered by the Tenders Committee during the evaluation of the Tenders.

## **21 Correction of Errors**

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

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

## **22 Evaluation and Comparison of Tenders**

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

## **23 Award Criteria**

- 23.1 The Employer will award the contract to the Tenderer:
- (a) whose Tender has been determined to be substantially responsive to the Tender Documents and who has been deemed to be technically capable to undertake the project; and
  - (b) Who has offered the lowest reasonable evaluated tender price after due consideration of Section 24.4.

## **24 Acceptance or Rejection of Tenders**

- 24.1 The Employer reserves the right to reject any or all Tenders, without limiting the generality of the foregoing, a Tender will be summarily rejected if: it is conditional; it is incomplete, obscure or irregular; it has erasures or corrections not initialed in the Form of Tender and Bill of Quantities, or it has unit rates that are obviously unbalanced.
- 24.2 The Employer reserves the right to reject any Tender which does not provide satisfactory evidence that the Tenderer has the technical, physical and financial resources to complete the Works within the specified Contract Period.
- 24.3 The Employer reserves the right to accept or reject any Tender, and to annul the Tendering process and reject Tenders, at any time prior to Award of Contract, without there incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.
- 24.4 The Employer may declare the Tendering void when none of the Tenders meet the intent of the specifications or when it is evident that there has been a lack of competition and/or

that there has been collusion. In addition, all Tenders may be rejected if they are substantially higher than the official budget approved. Individual Tenders may be rejected in cases where the particular Tender is so much lower than the official estimate that it is reasonable to conclude that the Tenderer will not be able to complete the works within the specified time and at the price offered.

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

**24.6 Cancellation of Tenders**

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

**25 Notification of Award**

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

The “Letter of Award” shall name the sum that the Employer will pay to the Contractor in consideration of the execution and completion of the Services as prescribed by the Contract (hereinafter called “The Contract Price”).

**26 Execution of Agreement**

26.1 The successful Tenderer will be required to execute an Agreement, after having submitted evidence of having entered into the required performance security, such Agreement to be prepared at the cost of the Employer. Obligations by and between the Parties shall become binding only upon the execution of the Agreement.

**27. Commencement of Work**

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

**28 Compliance with the Law, etc.**

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

**29 Access to Site**

29.1 The Contractor shall allow free access to the Employer or his duly assigned representative for inspection visits to the site where the Works are being undertaken.

**30. Evaluation Criteria**

The evaluation and award will be made considering the tenderer’s technical capability to undertake the works and the price. In the evaluation of the tenderer’s technical capability to undertake the works, the following criteria will be used;

<b>No.</b>	<b>EVALUATION CRITERIA</b>	<b>Maximum Points</b>	<b>Minimum Points</b>
1	Organization Structure	5	2.5
2	Technical Capability	20	10
3	Financial Capability	10	5
4	Relevant Work Experience	20	10
5	Adherence to Specification	25	12.5
6	Equipment	10	5
7	Execution Strategy	10	5
	<b><u>TOTAL</u></b>	<b>100</b>	

The tenderer must submit adequate evidence to support each of the criteria listed above. Proposals from firms failing to meet the minimum points for each criterion as well as a minimum total technical score of sixty (60) points would be deemed as having failed the technical evaluation.

**1. Organization Structure**

A Flow Chart showing positions and personnel required for the execution of the Project.

**2. Technical Capacity**

Names of personnel proposed to be used on the Project with their qualifications and work experience

**3. Financial Capability**

A letter from a Bank or other Financial Institution attesting to the tenderer's financial capability as it relates to the Project.

**4. Relevant Work Experience**

List of projects of a similar nature preferably within the last five (5) years along with references.

**5. Adherence to Specification**

Demonstrate that the specifications can be met by providing full details of the system to be supplied

**6. Equipment**

List of equipment required for the project with a statement as to relevance.

**7. Execution Strategy**

A plan of action for the implementation of works which include but not limited to:  
Project Schedule, Traffic Management Plan and Methodology for the works.

## **CONDITIONS OF CONTRACT**

This Contract is to be carried out under “Conditions of Contract for Construction For Building Engineering Works Designed by the Employer”, General Conditions Guidance for the Preparation of Particular Conditions Forms of Letter of Tender, Contract Agreement and Dispute Adjudication Agreement First Edition, 1999, as issued by the Federation Internationale des Ingenieurs-Coseils (FIDIC), (World Trade Center II P.O. Box 311, 1215 Geneva 15, Switzerland).

“Conditions of Contract for Construction For Building Engineering Works Designed by the Employer”, First Edition, 1999, will not be supplied to Tenderers along with the Contract Documents for this Contract. However, Tenderers are expected to be fully conversant with the FIDIC document at the time of Tendering.

A copy of the FIDIC document is available for inspection at the office of the Chief Traffic Engineer, Ministry of Works and Transport, Traffic Management Branch.

**PARTICULARS**

**OF**

**TENDER**

## PARTICULARS OF TENDER

Tender Document No. ....

Contract No. ....

This Tender document is issued for the specific and exclusive use by

.....  
**(Name of Tenderer)**

.....  
**(Address)**

.....  
**(Signature of Issuing Officer)**

.....  
**(Name in Block Letters)**

\* **Signature of Tenderer:** .....

.....  
**(Name in Block Letters)**

.....  
**(Name of Company)**

.....  
**(Address of Company)**

.....  
**(Date)**

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

**APPENDIX**

**TO**

**TENDER**

## **APPENDIX TO TENDER**

<b>DESCRIPTION</b>	<b>CLAUSE</b>	<b>REQUIREMENTS</b>
Time for Completion of the Works	1.1.3.3	60 Calendar Days
Period of Maintenance (Defects Notification Period)	1.1.3.7	Three Hundred and Sixty-five (365) Calendar Days
Amount of Performance Security	4.2	Ten percent (10%) of the Tender Sum
Safety Procedures	4.8	For Duration of Project
Normal Working Hours	6.5	Monday to Friday and on weekends and public holidays between the hours of 9:00am – 2:30pm
Health and Safety of Staff and Labour	6.7	For Duration of Project
Percentage of Retention	14.3	Ten percent (10%) up to 5% of the Contract Sum
Termination by Employer	15	In accordance to clauses 15.1 to 15.5
Minimum Amount of Third Party Insurance	18.3	TT\$ 150,000 per each Individual Claim or Action

**PARTICULAR  
CONDITIONS**

## PARTICULAR CONDITIONS

CLAUSE	PARTICULAR CONDITIONS DETAILS
1.4	<p><b>Law and Language</b></p> <p>At the end of Sub-Clause 1.4 insert the following:</p> <p>The contractor shall observe and fulfil any obligations and requirements imposed on him by any law, by-law, or order passed or issued by the Government of Trinidad and Tobago or any department thereof in respect of all persons employed by him or connected with the execution of the works.</p>
1.5	<p><b>Priority of Documents</b></p> <p>Include in Sub-Clause 1.5 (f) and Bill Of Quantities</p>
1.8	<p><b>Care and Supply of Documents</b></p> <p>At the end of Sub-Clause 1.8 insert the following:</p> <p>Accurate records in a form acceptable to the Engineer shall be kept.</p>
2.4	<p><b>Employer's Financial Arrangements</b></p> <p>Delete</p>

3.3	<p><b>Instructions of the Engineer</b></p> <p>At the end of Sub-Clause 3.3 insert the following:</p> <p>The contractor shall not vary any of the work or carry out extra work without a proper instruction from the Engineer. If the Contractor receives instructions or permission from any person other than the Engineer or his duly appointed representative to vary the work or carry out extra work, he shall ask for and obtain the Engineer’s Instruction to do so before proceeding.</p> <p>If the contractor considers that detailed drawings are necessary, he shall apply in writing to the Engineer for the detailed drawings and they shall be issued at the time it is reasonably necessary for the Contractor to receive them having regard to the progress of works.</p>
8.3	<p><b>Programme</b></p> <p>Substitute “5 working days” for “28 days” in paragraph one.</p> <p>Substitute “5 working days” for “21 days” in paragraph two.</p> <p>At the end of Sub-Clause 8.3 insert the following:</p> <p>Appropriate computer software (Microsoft Project) shall be used in the preparation of the programme referred to in this Sub-Clause. One (1) copy of which shall be submitted in editable digital and hard copy formats.</p>
13.5	<p><b>Provisional Sums</b> <b>Insert the following (c):</b></p> <p>Payment of Provisional Sums (P.S.) for Insurances, Performance Bonds, Professional Indemnity Insurance and any other P.S. will be based on reimbursement of cost upon provision of certified receipt of payment from the provider of the service. Where such P.S. are executed by the Contractor these payments would be agreed on by the Engineer. Payment for Commissioning and Testing (where applicable) would also be based on reimbursement of cost as agreed by the Engineer.</p>
13.8	<p><b>Adjustments for Changes in Cost</b></p>

	<p>Delete Sub-Clause 13.8 and substitute the following:</p> <p>No adjustment shall be made for cost increases/decreases which take place during the period stipulated for carrying out the works except if the same is as a consequence of the introduction of or changes to statutory regulations. Such adjustment shall be limited to the items set out in the Basic Price List in the Bill of Quantities.</p>
14.2	<p><b>Advance Payment</b></p> <p>In the event the Contractor submits in writing a request for an advance payment and the Employer agrees to the same, the advance payment is payable subject to the details and terms defined in the Conditions of Contract and Appendix to Tender. The Contractor shall submit an appropriate bank guarantee in the exact form provided by the Contracting Agency at tender. The Tenderer shall bear all costs associated with providing the Advance Payment Bond and the Employer will in no case be liable for this cost.</p>
14.8	<p><b>Delayed Payment</b></p> <p>Delete clause 14.8 in full.</p>
21.1	<p><b>Value Added Tax</b></p> <p>Insert new Sub-Clause 21.1 as follows:</p> <p>The Employer shall pay to the Contractor in the manner hereinafter set out any tax properly chargeable under the Value Added Tax Act, 1989 by the Board of Inland Revenue on the Contractor on the supply to the Employer of any goods and services by the Contractor under this Contract.</p> <p>The Contractor shall, not later than the date for the issue of each Certificate, give written notice to the Employer of the rate of tax chargeable on the supply of goods and services for which the Certificate is being issued. If the rate of tax so notified is varied under statute the Contractor shall, not later than 7 days after the date when such varied rate comes into effect, send to the Employer the necessary amendment to the rate given in his written notice and that notice shall then take effect as so amended.</p> <p>A tax invoice computed by applying the rate given in the aforesaid written notice (or, where relevant, amended written notice) to the amount of each Certificate shall be submitted by the Contractor. Such amount shall be paid by the Employer to the Contractor within the period for honouring Certificates stated in Sub-Clause 14.7 of these Conditions.</p> <p>The Employer shall pay the tax referred to in this Sub-Clause notwithstanding any deduction which the Employer may be empowered to make under Sub-Clause 8.7 of these Conditions as liquidated and ascertained damages from any monies due or to become due to the Contractor.</p>

	The anticipated contract amount shall be exclusive of any tax properly chargeable under the Value Added Tax Act, 1989. Recovery of such tax by the Contractor from the Employer shall be in accordance with the provisions contained in this Sub-Clause.
--	--

..... (Signature of Tenderer)

..... (Name of Signatory)

**Block Letters**

..... (Name of Company)

..... (Address in full)

.....

.....

ITEM	DEFINITIONS
A	"Employer" shall mean the Permanent Secretary, Ministry of Works and Transport or his authorized representatives which shall include the Engineer.
B	The "Engineer" shall mean The Ministry of Works and Transport – Chief Traffic Engineer, or any others that, from time to time, may be appointed.
C	The term "approved", "directed" or "selected" means the approval, direction or selection of the consultants, unless otherwise described.
D	Where the term "allow" occurs in this document, except with reference to Provisional Sums, the cost of the item is at the risk of the Contractor.
E	The abbreviations "B.S." and "C.P." mean the latest British Standard Specification and the latest British Code of Practice respectively. The abbreviation "ASTM" means the American Society for Testing and Materials. Where reference is made to AASHTO, it means American Association of State and Highways Transportation Officials.
F	The term "local" means the Republic of Trinidad & Tobago.
G	All sums of money quoted in this document shall be in Trinidad & Tobago Currency.

# **SCHEDULES**

## **SCHEDULES**

Schedule 1 - Valid Income Tax Clearance Certificate

Schedule 2 - Valid Value Added Tax Clearance Certificate

Schedule 3 - NIS Compliance Certificate

**BRIEF DESCRIPTION**

**OF WORKS**

## **BRIEF DESCRIPTION OF WORKS**

The work is for the supply, delivery, installation and commissioning of thirteen (13) Accessible Pedestrian Signals for various traffic light intersections for the Traffic Management Branch, Ministry of Works and Transport, described by, or reasonably inferred from the Bill of Quantities and Specifications.

It is important that upon completion of work, the works completed should be adequately protected and the carriageway prepared for facilitating traffic loads during the hours outside of the specified work times.

Traffic safety and management is a key aspect of the Works and the Contractor shall programme and execute the Works to ensure the safety of the general public and cause the minimum inconvenience to road users including dust control measures. Free traffic flow must be maintained at all times.

Areas on sidewalks during construction and installation must be safe and free of all trip hazards to pedestrians.

Testing and commissioning of all sites must be carried out by the contractor in the presence of a representative of the Client, prior to acceptance by the Client.

Liability for damage or disruption to utilities would be the responsibility of the contractor.

Tenderers are advised to visit the site and submit a cost, which will cover all material, labour, equipment and all overheads required to execute the above works.

Contractor is advised to be appraised in detail the site conditions and any other factors which may impact on the execution of the works such as load limits etc.

**BILLS**

**OF**

**QUANTITIES**

## PREAMBLE TO BILL OF QUANTITIES

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

**MINISTRY OF WORKS AND TRANSPORT**  
**Traffic Management Branch**

**BILL OF QUANTITIES**

**Supply, Installation and Commissioning of Thirteen (13) Accessible Pedestrian  
Signals for Various Traffic Light Intersections**

Item No.	Description	Qty	Unit	Rate TT\$	Amount TT\$
1	<b>ACTUATION DEVICE Vibro-tactile push-button</b>	48	No.		
2	<b>COUNT DOPWN Pedestrian Signals</b>	46	No.		
3	<b>MOUNTING HARDWARD (ALUMINUM) 10"Nipples, Slip-fitter, Elbows etc</b>		L.S.		
4	<b>FIELD WIRING Upgrade field wires where necessary to accommodate APS at thirteen (13) locations</b>		L.S.		
5	<b>SPEECH MESSAGE Where two (2) APS buttons are located on the same pole or closer than ten (10') to each other</b>	48	No.		
6	<b>12'X4" galvanized iron pole and base</b>	10	No.		
7	<b>RAPID TICK Used where push-buttons don't carry speech message</b>	44	No.		
	<b>SUB TOTAL</b>				
	<b>Value Added Tax (12.5%)</b>				
	<b>Total to Form of Tender</b>				

TOTAL IN WORDS .....

.....

Contractor's Signature .....

Company.....

Date .....

Address .....

.....

**SUPPLEMENTARY  
INFORMATION**

## **SUPPLEMENTARY INFORMATION**

- Organisation Structure
- Technical Capability
- Financial Capability
- Relevant Work Experience
- Adherence to Specifications
- Equipment
- Execution Strategy

# **SPECIFICATIONS**

**(See Appendix I for Specifications)**

## **SCOPE**

### **Introduction**

#### **Definition**

An APS is a device that communicates information about pedestrian signal timing in non-visual format such as audible tones, verbal messages, and/ or vibrating surfaces.

This Specification defines the minimum technical requirements for Accessible Pedestrian Signals at various Traffic Lights Intersections in Trinidad.

#### **The Installation of the A.P.S. Modules at 13 locations**

1. South Trunk Road / Gulf City
2. San Fernando Bye Pass / Navet
3. San Fernando Bye Pass / Chaconia
4. Rienzi Kirton Highway / Cross Crossing
5. Chaguanas Interchange / North Bound Ramp
6. Eastern Main Road / Priority Bus Route / Scott Street
7. Eastern Main Road / University of the West Indies
8. Priority Bus Route / Sixth Avenue
9. Wrightson Road / Light House
10. Queens Park Savannah / Zoo Pavillion
11. Queens Park Savannah / Marli Street
12. Western Main Road / Long Circular Road
13. Diego Martin Highway / Sierre Leone

#### **Contractor Responsibility**

- a. The Contractor shall be responsible for sourcing of A.P.S. system as described below for persons with visual, physical and cognitive impairments.

- b. The Contractor shall ensure the A.P.S. system meets the minimal requirements as specified in this document inclusive of the equipment design Codes and Standards if applicable and literature.
- c. This specification shall not relieve the Contractor / Vendor of any responsibility to provide equipment and services that are suitable for the intended duty.
- d. Contractor shall ensure all electrical installation works are inspected by Traffic Management Branch personnel.
- e. The contractor must ensure all safety equipment is used as required for this installation.

### **Scope of Works**

This tender is for the retrofitting of various traffic signal intersections with Accessible Pedestrian Signals, which is intended to bring added awareness at the intersection for both motorists and pedestrians.

Manufactures' warranty for equipment installed by the supplier must be honoured even if the equipment is handed over to another bonded contractor for maintenance. This warranty may not be honoured only if it can be proven that the equipment had been tampered with.

The Supply, Installation of 15 A.P.S systems are factory design and assembled, tested and readily available complete with the following-:

#### **1.4 Scope of Works Include**

Works include but is not limited to the following -:

- Type of WALK indication required (tone or speech message)
- Text and name of street for speech WALK indication (if used)
- Requirement for "extended button press" function and specification as to what this function would need to do (e.g., provide pushbutton information message, provide louder walk indication, etc.)
- Requirement for vibrotactile arrow
- Requirement for pushbutton information message
- Text for pushbutton information message (if used)
- Requirement for audible, visual, and/or tactile feedback of pushbutton activation
- Orientation of tactile arrow for each unit

- Text to be encoded into Braille for imprinting on pushbutton or informational sign
- Anticipated mounting (metal pole)
- Required location of control unit (ped. head or cabinet)
- Required factory settings for walk indication volume (minimum and maximum and amount over ambient)
- Locator tone volume (minimum and maximum and amount over ambient)
- Electrical operating requirements (e.g., voltage, etc.)
- Wiring requirements (e.g., number of wires, gauge)
- Required operating temperature range
- Requirement for built-in WALK/DONT WALK conflict detection
- Warranty duration and coverage
- Follow-up support and assistance available from the manufacturer
- It is also useful to include an intersection diagram showing:
  1. crosswalks to be controlled
  2. pushbutton locations
  3. speaker locations and angle (if pedestrian head-mounted speakers are desired)

### **1.5 Exceptions to Specifications**

The Contractor shall state every exception to the requirements of this Specification and the associated standards and documents to which the equipment shall be manufactured and tested. **If no exceptions are stated, full compliance will be assumed and required.**

Deviations from specification must be stated in writing at the bid stage. In the absence of such a statement, it will be assumed that the requirements of the specification are met without exception.

Any shortcomings in this respect, which are identified during or at the completion of fabrication, **shall be corrected at the Contractor's cost.**

### **1.6 Conflict of Documentation**

In the event of a conflict between this specification and any other documentation, the

Contractor shall consult the Chief Traffic Engineer of the Ministry of Works and Transport for clarification.

## **SERVICE CONDITIONS**

### **Environmental**

The equipment shall be installed in outdoor environment and shall be able to block dusty conditions and withstand high temperatures during the dry season. The equipment shall operate normally unaffected by outdoor temperatures.

### **Reliability and availability**

Equipment reliability and availability to perform under the above environmental conditions are essential.

**The Contractor shall indicate in its Tender the manufacturers support capacity, spare parts capability and timeframe for such backing for the equipment offered.**

## **A.P.S. REQUIREMENTS**

### **1.1 General**

The works to be done includes the provision of transportation, labour, equipment and peripherals required to perform the installation in accordance with the specifications. Any works commissioned by the employer during the installation and warranty period of this contract, provided but not specifically itemized herein, shall be subjected to these same conditions and specifications.

- a) The operation of the A.P.S system is to provide a safe and secure zone for persons with visual, auditory, physical and cognitive impairments.
- b) Pushbutton-Integrated device that communicates information about Pedestrian Timing in a non-visual manner, such as audible tones, speech messages, and vibrating surfaces.
- c) All crossing points at the intersection are to be equipped with the APS.
- d) Pushbutton locator tone emits a beep and shall repeat it at one-second intervals for duration of 0.15 seconds or less while the visual flashing and steady "Don't Walk" message appears on the Visual Pedestrian signal.
- e) Pushbutton actuation tone and light in response to the push button to indicate if the button is pressed.

- f) Vibrotactile walk indication a tactile raised arrow that contrasts with the background, is oriented in the direction of travel on the associated crosswalk, and vibrates throughout the walk interval, indicating the walk interval is on.
- g) The Pushbutton Locator Tone and Walk Indication emitting from the Pushbutton Housing shall be audible, under varying conditions of ambient sound, 6 feet to 12 feet from the pushbutton, or to the building line of the nearest building, whichever is less. When the pushbutton is pressed and held for one second or more during the flashing or steady “Don’t Walk” phase, the volume of the Walk Indicator and Locator Tone will be increased for a maximum of two cycles. Under such circumstances, the volume of the Locator Tone shall be increased during the Pedestrian Change Interval only.
- h) The APS pushbutton shall be located approximately 42 inches above the adjacent walking surface.

### 3.2 Features

- a) Pushbutton locator tone
  - Once per second
  - No specific type of sound recommended
- b) Tactile arrow
  - Raised and on pushbutton
- c) Automatic volume adjustment (changes in response to the sound around it)
- d) Actuation indicator – audible and visual
- e) Walk indication
  - Quiet, not broadcast across the intersection
  - Audible at crosswalk departure point
  - Vibrotactile indication (in addition to audible)
  - Where APS on a corner can be separated
  - Rapid tick
- f) Where two (2) APS are located on the same pole or closer than (10’) ten feet to each other
  - Speech message
  - Needs tactile arrow
  - Needs pushbutton information message

## CONSTRUCTION AND INSTALLATION REQUIREMENTS

### General

- g) Construction of concrete bases for the installation of 12' pedestrian poles where necessary, these bases are to be 14'x14' with 16" below road level and 2" above.
- h) All debris are to be removed from site after construction.
- i) All meters, indicators, pushbuttons, switches and MCBs shall be flush-mounted and be visible and operable from the front of the cubicle.
- j) Cubicles shall be internally braced stiffened and fitted with lifting eyes at the top.

### INSPECTION AND TESTING

- a) The Installation will be subjected to a physical test and complete performance test as recommended by the Traffic Management Branch.
- b) Prior to inspections and testing, the recommended contractor shall provide a project scope plan indicating all the works involved in carrying out the contract.
- c) Also, the recommended contractor shall submit a schedule to match the scope plan above.
- d) **The recommended contractor will not be allowed to start unless these documents are Submitted in b) and c).**

### MAINTENANCE AND SPARE PARTS

- a) The Contractor shall supply all required spares for start-up, commissioning and two (1) years operation.
- b) The contractor shall be responsible for Maintenance during the warranty period.

### DOCUMENTATION

The Contractor shall ensure proper documentation in accordance with the requirements of the Requisition/Specification and any additional documentation necessary for the satisfactory performance of the work.

### WARRANTY

Contractor shall warrant all the materials, construction and performance of the entire installation for a minimum of two (1) years.

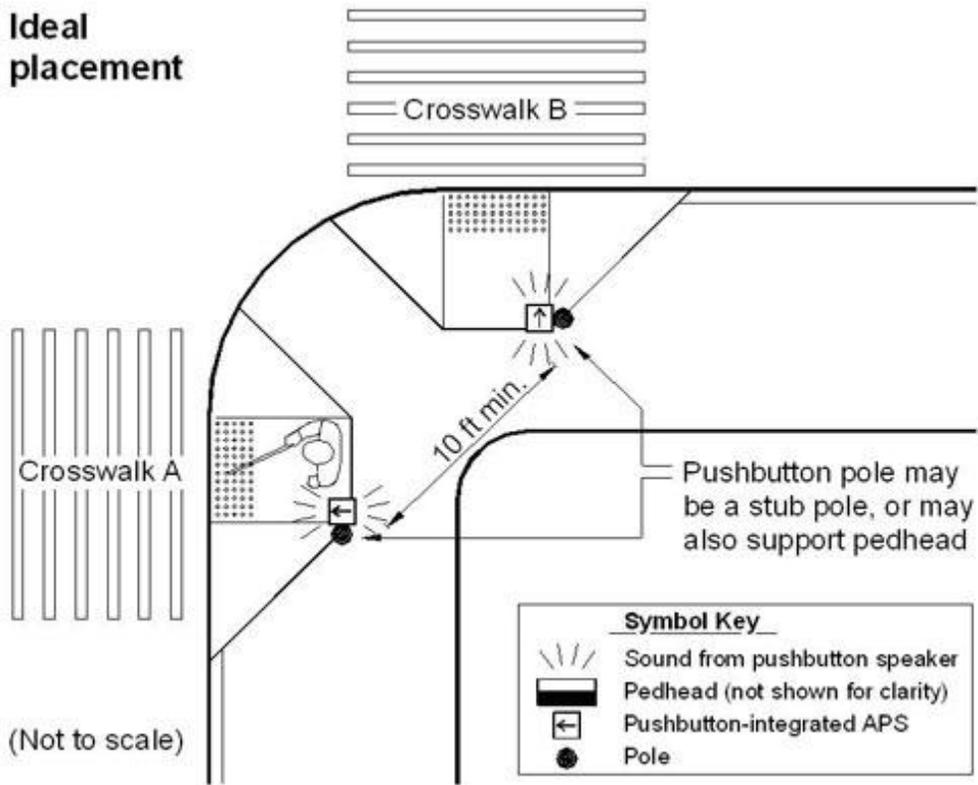
### SUBMITTAL

- Installation, Operation, Maintenance and Commissioning Manuals
- Manufacturer's Data Report (MDR) Manual

## PRICING

- A. Price in ink each item in the specification which is considered to have any money value. If the Tenderer omits to price any item it will be deemed that either he will perform the services described free of charge or that the cost of such services has been included against items appearing elsewhere in the Specification. The rates inserted shall be in Trinidad and Tobago Currency.
  
- B. Prices inserted shall be deemed to include for payment of customs and other duties, import levies and the like, for the provision of all labour, materials and plant for transport, for deliveries to site (***where not specifically mentioned in the description***) for temporary storage of materials and return of empties, and for all other things necessary for the completion of the works in accordance with the Specification to the reasonable satisfaction of the Chief Traffic Engineer.

**Ideal placement**



**Acceptable placement**

