



GOVERNMENT OF  
THE REPUBLIC OF TRINIDAD AND TOBAGO

Ministry of Works and Transport

TENDER DOCUMENTS

For

“The Supply and Delivery of Raw Materials to generate Priority Bus Route Passes”

Contract No. MW&T: CPU 7/7/9 Vol II

Date: December, 2020.

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## **INSTRUCTIONS TO BIDDERS**

This document defines the specifications/ requirements for the Supply and delivery of raw materials to generate priority Bus Route Passes.

Bidders are advised to read all instructions carefully since failure to comply may result in the rejection of their proposal.

### **1. GENERAL**

**1.1** The Ministry of Works and Transport (MOWT) (hereinafter called ‘the Purchaser’) is seeking to engage the services of a suitably qualified supplier for the Supply and Delivery of Raw Material to generate Priority Bus Route Passes.

### **2. SUBMISSION OF PROPOSALS**

**2.1** Bidders must provide the following in their proposal:-

- (i) The full name, signature, office and business address ;
- (ii) Signature of the person making the proposal, or in the case of a company, partnership or business firm the signature of a duly authorized officer or employee of such company, partnership or the business firm;
- (iii) The initials of the person making any proposal, must be inserted next to any alterations or erasures made or in the case of a company, or employees of company, partnership or business firm:
- (iv) A firm delivery/completion period must be given. The **implementation period should not exceed six (6) weeks**. Failure to deliver within the period stated in the proposal may result in the services being purchased from another supplier and the bidder having to meet the excess cost. The implementation period will commence on the date which the successful bidder receives the relevant notice to proceed or as agreed to at the signing of the agreement;
- (v) An assurance shall be given that prices will remain valid for an initial minimum period of **one hundred and twenty (120) days** from the closing date of the proposal or as stated otherwise:
- (vi) Capability for providing after sales support for all items of the tender

**2.2** Bidders must submit one (1) original and one (1) copy of the Tender Document.

**2.3** The envelope should be labelled:

“Supply and Delivery of Raw Material to generate Priority Bus Route Passes”

2.4 The envelope shall be addressed to the Permanent Secretary Tenders Committee, **1<sup>st</sup> Floor** Ministry of Works and Transport, Corner Richmond and London Streets, Port of Spain. The package is then to be deposited in accordance with the timeline outlined in the Tender Notice.

2.5 In case of any discrepancy between the copies of the proposal, the original will govern. The original and copies of the proposal must be prepared in indelible ink and must be signed by the authorized representative of the Bidder.

## **2.6 PERFORMANCE BOND**

(a) The successful bidder will be required to provide a performance bond in the sum of ten percent (10%) of the value of the contract within fourteen (14) days of the notification of the award, as a guarantee for the proper performance of the contract.

(b) Failure to pay the Performance Bond within the stipulated period may result in the contract being declared null and void. This Performance Bond will be release upon satisfactory completion of the contract.

## **3.0 INCOME TAX, VALUE ADDED TAX (V.A.T.) and NATIONAL INSURANCE**

**3.1** Proposal must be accompanied by **valid**:-

- (i) Income Tax and Value Added Tax Clearance Certificates issued by the Board of Inland Revenue and dated not more than six (6) months prior to the closing date of the proposal;
- (ii) Certificate of Compliance issued in accordance with the National Insurance Act from the National Insurance Board.

***NB: The Value Added Tax must be shown below the proposal price;***

## **4.0 AMENDMENT OF PROPOSAL DOCUMENTS**

**4.1** At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by the issuance of an Addendum.

**4.2** The Addendum will be sent in writing to all prospective bidders who have been issued the proposal documents and will be binding upon them. Prospective bidders shall promptly acknowledge receipt thereof by letter or email to the Employer.

**4.3** In order to afford prospective bidders reasonable time in which to take an addendum into account on preparing their bids, the Ministry may, at discretion, extend the deadline for the submission of bids.

## **5.0 COST OF PROPOSAL**

The Bidder shall bear all costs associated with the preparation and submission of his proposal and the Employer will in no case be responsible or liable for these costs regardless of the conduct or outcome of the proposal.

## **6.0 CONTENT OF PROPOSAL DOCUMENTS**

**6.1** The set of proposal documents issued for the purpose of soliciting proposals includes the Sections listed below together with any Addenda thereto issued in accordance with Section 4.0 “ Amendment of Proposal Documents”

- Instruction to Bidders;
- Form of Tender;
- Summary Sheet;
- Specification

**6.2** The Bidder is expected to examine carefully all instructions, forms, terms and specifications in the Tender Document. Failure to furnish all information required by the Tender Document or submission of a Tender not fully responsive will be at the Bidders own risk.

## **7.0 COLLUSION**

Each bidder shall submit only one proposal. A bidder who submits or participates in more than one (1) proposal shall cause all proposals with their participation to be disqualified.

## **7.1 AWARD OF CONTRACT**

The Employer will award to the Tenderer

- a. Whose Tender has been determined to be fully responsive to the Tender Document and who has been deemed technically capable to undertake the project; and
- b. Who has the most economically advantageous Bid offer.

## 8.0 EVALUATION CRITERIA

Proposals will be evaluated according to the following criteria:-

<b>Evaluation Criteria</b>	<b>Maximum Score</b>
Organization Structure	10 Points
Past Performance/Track Record/Reliability	20 Points
Financial Capability	10 Points
Adherence to Specifications	35 Points
Implementation Period	15 Points
Extent of Warranty and provision of after sale service and support	10 Points
<b>Total</b>	<b>100 Points</b>

Bidders must submit adequate evidence to support each of the criteria listed above and must attain a minimum of at least 50% in each criteria with a total score of 70 points to be further considered.

In relation to the Technical Evaluation, consideration will be given to the following:

- (i) **Organization Structure** - A brief description or profile of the Company together with a general **Organizational Chart** of the Bidder and Supplier/Foreign Associate if applicable, showing a structure capable of supporting the needs of this project.
- (ii) **Past Performance/Track Record/Reliability** - Include a minimum of three references for contracts of a similar nature with whom the Bidder and Supplier/Foreign Associate if applicable has entered into, preferably Public Sector references. Include the name, address, and phone number, point of contact and description of the contract for each reference.
- (iii) **Financial Capability** - A letter from a Bank or other Financial Institution attesting to the Tenderer's financial capability. This section should also include (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.
- (iv) **Adherence to Specifications** – A detailed narrative shall be submitted indicating the Bidder and Supplier's approach to the adherence of specifications inclusive of but not limited to uniqueness of paper, anti-copy and anti-scan security background, visibility of pass at all times and sequential outlined in section 24.0 and a justification of the uniqueness of the design and paper to Trinidad and Tobago for this purpose.

- (v) **Implementation period** - Detailed proposed schedule showing overall duration and listing all key items of work from design and approval of template to the delivery of the passes to the Purchaser.
- (vi) **Extent of Warranty and Provision of After Sale Service and Support** – A detailed narrative of the after sale service and warranty period of twenty four (24) months as outlined in the specifications section 24.0 to be submitted.

During the examination of the **financial 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.

The Purchaser will award the contract to the Bidder:

- (a) whose Tender has been determined to be fully responsive to the Tender Documents and who has been deemed technically capable to undertake this project. Once the Bidder has met the technical requirements, then their priced submission shall be evaluated.
- (b) who has offered the most economically advantageous tender price after due consideration.
- (c) If negotiations with the Bidder offering the most economically advantageous tender price are unsuccessful the second most economically advantageous tender price Bidder will be invited to negotiate. In the event that negotiations fail with the second most economically advantageous tender price Bidder the third most economically advantageous tender price Bidder will be invited to negotiate.

## 9.0 PREPARATION OF PROPOSAL

**9.1** Bidders are expected to examine all terms and instructions included in the proposal documents. All information requested in the request for proposal document must be provided. Failure to do so will be at your own risk and may result in rejection of the proposal.

**9.2** Bidders must provide the following information:-

- (i) Include a minimum of three references for contracts of a similar nature with whom the Bidder have entered into, preferably public sector references. Include the name, address, and phone number, point of contact and description of the contract for each reference.
- (ii) A statement advising whether there is any litigation or claims affecting completion/ operation of any project pending against the proponent and if there is such litigation include the nature of the claim, the parties, the name(s) of the court (s), and whether settled by arbitration/litigation over the last seven (7) years.
- (iii) A statement advising whether or not the proponent and/or any Joint Venture participants or any of their principals, officers, or directors have been involved in any bankruptcy

proceeding in the past seven (7) years.

## **10.0 CLARIFICATIONS**

**10.1** Bidders requiring a clarification of the proposal documents must notify the Employer in writing via email and should be referred to:-

**Mrs. Sara Braithwaite**  
**Administrative Office II**  
**PBR Unit**  
**Ministry of Works and Transport**  
**E-mail: [sbraithwaite@mowt.gov.tt](mailto:sbraithwaite@mowt.gov.tt)**

**10.2** Requests for clarification shall be raised no later than 12:00 noon three (3) days before the deadline for submission of proposal to permit the circularizing of the replies to all Bidders, but without identifying the source.

**10.3** Such answers as are necessary shall be given as a matter of assistance to the Bidder but that shall not be construed as adding to, or taking away from, or otherwise altering the meaning and intent of the proposal, and/or the Bidders' obligations thereunder which can be varied only by letter signed by the Permanent Secretary, Ministry of Works and Transport.

## **11.0 DEADLINE FOR SUBMISSION OF PROPOSALS**

Proposals shall be delivered at the address specified not later than the time and date specified in the Proposal Notice.

## **12.0 LATE PROPOSALS**

Any proposal received after the deadline prescribed in the proposal document will be rejected and returned to the Bidder.

## **13.0 MODIFICATION AND WITHDRAWAL OF PROPOSAL**

The Bidder may NOT modify or withdraw his proposal after the submission.



## **14.0 PROPOSAL VALIDITY**

Bidders must provide in their proposal an assurance that prices will remain valid for an initial minimum period of ninety (90) days from the closing date of proposal or as stated otherwise.

In exceptional circumstances, prior to expiry of the original offer validity period, the Employer may request the Bidder for a specified extension in the period of validity. The request and response thereto shall be made in writing.

## **15.0 ACCEPTANCE**

- 15.1** The Permanent Secretary Tenders Committee reserves the right to reject any submission or all submissions and without limiting the generality of the foregoing, a proposal will be summarily rejected if it is incomplete; obscure or irregular; if it has erasures or corrections in the submission or if it has unit rates that are obviously unbalanced.
- 15.2** The Permanent Secretary Tenders Committee reserves the right to reject any proposal which does not provide satisfactory evidence that the Bidder has technical, physical and financial resources to complete the works within the specific contract period.
- 15.3** The Permanent Secretary Tenders Committee reserves the right to accept or reject any proposal, and to annul the tendering process and reject submissions at any time prior to Award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the action.
- 15.4** The Permanent Secretary Tenders Committee may declare the proposal void when none of the proposals meet the intent of the Specifications.
- 15.5** The Permanent Secretary Tenders Committee does not bind itself to accept the lowest or any offer or to reimburse Bidders for any expenses incurred in proposing.

## **16.0 FORCE MAJEURE**

The Supplier shall not be liable for forfeiture of its Performance Deposit, liquidated Damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine

restrictions and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonable and practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **17.0 Delivery**

Delivery within six weeks of the receipt of the letter of commencement.

## **18.0 PAYMENT**

- 18.1** Upon successful completion of contract; submission of an invoice or request for payment and acceptance by the Purchaser after contract has been properly executed.
- 18.2** The payment shall be made to the Contractor under this contract in Trinidad and Tobago Dollars (TT\$).

## **19.0 CANCELLATION**

The Government of the Republic of Trinidad and Tobago reserves the right to cancel the Bidding process in its entirety or even partially without defraying any costs incurred by a firm.

**The Permanent Secretary Tenders Committee may reject any offer that does not comply with any of the requirements listed above.**

## **20 CONDITIONS OF CONTRACT**

“THE SUPPLY AND DELIVERY OF RAW MATERIAL TO GENERATE PRIORITY BUS ROUTE PASSES”

- 20.1** In this contract, the following terms shall be interpreted as indicated:
- (a) “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - (b) “The Contract Price” means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligations.

- (c) “The Goods” means the materials and consumables, which the Supplier is required to supply, deliver to the Purchaser under the contract.
- (d) “The Services” means those services ancillary to the supply, delivery of the Goods, such as transportation and any other incidental services, such as development, testing installation and testing, provision of technical and/or functional assistance and support, and other such obligations of the Supplier covered under the contract.
- (e) “The Purchaser” means the Permanent Secretary, Ministry of Works and Transport or his/her authorized agent. The Contractor shall at all times carry out the
  - Directions/instructions of the Permanent Secretary, Ministry of Works and Transport or his/her authorizing agent.
- (f) “The Supplier” means the individual or firm supplying the Goods and Services under this contract.
- (g) “The Project Site”, where applicable, means the place or places named in the Tender Documents for the delivery of the equipment.
- (h) “Day” means calendar day.

**20.2** These conditions shall apply to the extent that they are not superseded by provisions of other parts of the contract.

**20.3** The Goods supplied under this contract shall conform to the standards mentioned in the technical specifications, and where no applicable standard is mentioned to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.

**20.4** The Supplier shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidences and shall extend only so far as may be necessary for purposes of such performance.

- (a) The Supplier shall not, without the Purchaser’s prior written consent, make use of any documents or information mentioned in the clause above, except for purposes of performing the Contract.
- (b) Any document, other than the contract itself, enumerated in Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier’s performance under the contract if so required by the Purchaser.

**20.5** The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Trinidad and Tobago.

**20.6** A security of 2% of the contract price shall be retained after delivery, acceptance of Goods to cover any warranty obligation and shall be returned on completion of warranty period.

**20.7** The Purchaser or his representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the contract specifications and shall specify what inspections and tests are required and where they are to be conducted at no extra cost to the Purchaser. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

- (a) The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery. If conducted on the premises of the supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- (b) Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alternations necessary to meet specification requirements, free of cost to the Purchaser.
- (c) The Purchaser's right to inspect, test and where necessary, reject the Goods after the Goods' arrival in the stated destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Supplier or its representative prior to the Goods arrival at the final destination.

**20.8** The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit, and open storage. Packing case, size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.

- (a) The Supplier would be required to arrange for delivery of the raw materials to the location specified by the Permanent Secretary, Ministry of Works and Transport within a maximum period of forty (40) days. Before delivery, the Supplier shall provide the Permanent Secretary with:
  - Copies of the Supplier's invoice showing the Goods' description, quantity, unit price and total amount;
  - Delivery note; and
  - Manufacturer's or Supplier's Warranty Certificate.

The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

**20.9** If at any time during performance of the contract, the Supplier should encounter conditions impeding timely delivery of the Goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at his discretion extend the Supplier's time for delivery, in which case the extension shall be ratified by the parties by amendment of Contract.

- 20.10** If the Supplier fails to deliver any or all of the Goods within the period(s) specified on the contract, the Purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages, 0.5% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of the delay until actual delivery up to a maximum deduction of 5% of the contract price. Once the maximum is reached the Purchaser may consider termination of the contract.
- 20.11** The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate his Contract in whole or in part:
- If the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser;
  - If the Supplier fails to perform any other Obligation (s) under the Contract.
- 20.12** In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods for Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- 20.13** Bankruptcy – In the event of a Supplier becoming bankrupt or instituting proceedings for liquidation of his affairs, or arrangement or composition with his creditors during the currency of the contract, the contract shall be terminated, immediately.
- 20.14** The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- (a) Such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this selection shall not relieve the Supplier of any warranty obligations under the Contract; and
  - (b) In the event of termination of production of the spare parts:
    - Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
    - Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 20.15** The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent of current models, and that they incorporate all recent improvements in design and materials unless provided for otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use

of the supplied Goods in the prevailing conditions at the named destinations or project sites.

- 20.16** This warranty shall remain valid for one year after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.
- 20.17** The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 20.18** Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser. Such replacement or repairs shall be subject to the approval of the Permanent Secretary, Ministry of Works and Transport.
- 20.19** If the Supplier, having been notified, fails to remedy the defect(s) within 3 months, the Purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense, and without prejudice to any other rights, which the Purchaser may have against the supplier under the Contract.
- 20.20** The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted, and upon fulfilment of other obligations stipulated in the contract.
- 20.21** Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments in the Purchaser's request for bid validity extension, as the case may be.
- 20.22** The Supplier shall not transfer, or assign directly or indirectly to any person or persons whatsoever, any part of the contract without prior approval in writing, of the Permanent Secretary Tenders Committee.
- 20.23** The Purchaser and the Supplier shall make every effort to resolve amicably or by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 20.24** The language is English.
- 20.25** The contract shall be interpreted in accordance with the laws of Trinidad and Tobago.
- 20.26** Any notice given by one party to the other pursuant to this Contract shall be sent in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified.
- 20.27** A local Supplier shall be entirely responsible for all taxes, stamp duties, license fees, etc. incurred until delivery of the contracted Goods to the Purchaser.

**DRAFT**  
**FORM OF AGREEMENT**

**21.0 TRINIDAD AND TOBAGO**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ in the Year Two Thousand and Twenty One between the Ministry of Works and Transport (hereafter called the Employer”) of the One Part and ( Name of Company ) Company duly incorporated under the Companies Act, Chapter 81:01 of the Laws of the Republic of Trinidad and Tobago and having its registered office situate at \_\_\_\_\_ ( \_\_\_\_\_ state address) (hereinafter called ‘the Supplier’) of the Other Part. The Employer and the Supplier are sometimes individually referred to herein as “Party” or jointly referred to herein as “Parties”.

**WHEREAS:**

- A. The Employer is desirous that a Supplier perform and execute “Raw Material to generate Priority Bus Route Passes”.
  
- B. The Supplier was invited to submit a tender proposal for the performance and completion of the works \_\_\_\_\_ by invitation to tender dated the \_\_\_\_\_ day of \_\_\_\_\_ 2020.
  
- C. The Company in response to the Invitation to Tender submitted its Technical and Financial Proposals and offered to perform and complete the Services for the Project at and for the price or sum of \_\_\_\_\_ plus Value Added Tax (VAT) in the sum of \_\_\_\_\_ amounting to the total sum of \_\_\_\_\_ as evidenced by its Tender Submission.

D. By a letter dated the \_\_\_\_\_ day of \_\_\_\_\_ 2021, the Supplier was informed that the Permanent Secretary Tenders Committee had accepted its tender to perform and execute the supply and delivery of the Goods and Services and was awarded the contract in the sum of .....DOLLARS (\$) ) or such other sum as may be payable in accordance with the terms and conditions of the contract.

A. The Parties hereto agreed that these presents shall be entered into by way of formal agreement and that the Supplier shall secure the due performance of the contract by the joint and several Bond of the Company and \_\_\_\_\_, a Company duly incorporated under the Laws of the Republic of Trinidad and Tobago and having its registered office situate at \_\_\_\_\_, in the Island of Trinidad, (hereinafter called “the Surety”) in the sum of \_\_\_\_\_ being ten per cent (10%) of the Contract Price.

**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 hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement:
  - (a) ***Tender Notice;***
  - (b) ***Tender Documents from the Employer;***
  - (c) ***The Addenda, if issued;***
  - (d) ***The Tender Submission of the Supplier; and***
  - (e) ***The letter of Award of Contract***
3. In consideration of the payments to be made by the Employer to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Employer to execute, complete and maintain the project in conformity in all respects with the provisions of the Contract. It is



agreed that the project to be formed under this contract shall be commenced on and shall be commenced on \_\_\_\_\_ duly maintaining a reasonable rate of progress.

The Employer hereby covenants to pay to the Supplier in consideration of the satisfactory execution, completion and maintenance of project, based on unit prices as stated in the tender herein enclosed, all as provided in the said Tender and other Contract Documents, the sum of \_\_\_\_\_ (TT\$) Trinidad and Tobago Dollars in the manner prescribed by the Contract.

4. The Supplier for itself and its assigns and the Employer (but not so as to impose any personal liability on the Permanent Secretary, Ministry of Works and Transport.
5. The Parties Mutually covenant that they will respectively perform and observe the several provisions of the contract to be performed and observed by them respectively under this Agreement.

**IN WITNESS WHEREOF** ..... Permanent Secretary, Ministry of Works and Transport or his/her representative for and on behalf of the Government of the Republic of Trinidad and Tobago has hereunto set his/her hand the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**SIGNED** by the within-named \_\_\_\_\_ )

.....  
(Name in Block letters) \_\_\_\_\_ )

Permanent Secretary or his/her \_\_\_\_\_ )  
Representative for and on behalf of the \_\_\_\_\_ )  
Government of the Republic of \_\_\_\_\_ )  
Trinidad and Tobago \_\_\_\_\_ )  
in the presence of \_\_\_\_\_ )

**THE COMMON SEAL OF** )

)

Hereto affixed by )

.....

(Name in Block letters) )

It's Secretary in the )

presence of )

)

.....

(Name in Block letters) )

One of its Managing Directors )

who signed same in accordance )

with its By-Laws in the )

presence of )

## 22.0 FORM OF TENDER

### MINISTRY OF WORKS AND TRANSPORT

#### FORM OF TENDER

#### THE SUPPLY AND DELIVERY OF RAW MATERIAL TO GENERATE PRIORITY BUS ROUTE PASSES

The Chairman,  
Permanent Secretary Tenders Committee,  
Ministry of Works and Transport,  
1<sup>st</sup> Floor,  
Corner Richmond and London Streets,  
Port of Spain.

Dear Sir,

I/We, \_\_\_\_\_  
(Name of Bidder)

having examined the documents, do hereby offer to provide and deliver the services for the Supply and Delivery of Raw Material to generate Priority Bus Route Passes for the Ministry of Works and Transport at a cost of (in \_\_\_\_\_ words)

\_\_\_\_\_ (TT\$ \_\_\_\_\_)

plus Value Added Tax (VAT) in the sum of (in words)

\_\_\_\_\_ (TT\$ \_\_\_\_\_)

I/We agree to provide and deliver the services within \_\_\_\_\_ days or within such extended period as may be approved by the Ministry of Works and Transport.

I/We agree to abide to the prices quoted in this Tender for a period of ninety (90) days from the closing day of receipt of tenders.

I/We understand that the Ministry is not bound to accept the lowest or any other tender.

\_\_\_\_\_  
Signature of Tenderer

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Name of Signatory in BLOCK LETTERS

\_\_\_\_\_

in capacity of \_\_\_\_\_  
(Position held)

\_\_\_\_\_  
Address of Firm

Date of Tender: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Phone / Fax: \_\_\_\_\_

\_\_\_\_\_  
Company Seal/Stamp

## 23.0 SUMMARY SHEET

### THE SUPPLY AND DELIVERY OF RAW MATERIAL TO GENERATE PRIORITY BUS ROUTE PASSES

Quantity	Description	Unit Cost TT\$	Vat TT\$	Total Cost TT \$
1300	PBR Passes – Maxi Taxi – Year 2021 - 2022			
800	PBR Passes – Temporary - Year 2021 - 2022			
600	PBR Passes –Permanent - Year 2021 -2022			
2,800	Security Stickers (for Maxi taxi half yearly renewals) ◆ Tamper Evident (first colour)			
2800	Security Stickers (for Maxi taxi half yearly renewals) ◆ Tamper Evident (second colour)			
2000	Transparent Security Overlay			
2200	Customize Tamper Label 2022			
2000	PBR Passes – Letter			
4200	Customised Hologram Stickers			
5 Rolls	6 x 4 Labels for ZM600 Printer (Part# 72354)			
3 Rolls	ZM600 6X4 Ribbon			
	Total			

.....

Name of Firm/Tenderer

.....

Signature of Tenderer

.....

Date of Tender

.....

.....

Telephone No.

.....

Address of Tenderer

## 24.0 SPECIFICATIONS

### *Priority Bus Route (PBR) Pass System*

The Ministry of Works and Transport is seeking to acquire the new PBR Passes for the year 2021 and 2022. Please note carefully the recommended specifications and quantity in relation to this document. The primary objective of all security specifications is to minimize attempts to generate or create an exact or close look-alike of the original passes.

#### Suppliers Quantity

*Table I- Quantity*

	<b>Type</b>	<b>Quantity</b>
a.	<b>PBR Passes – Maxi Taxi – Year 2021 - 2022</b>	1300
b.	<b>PBR Passes – Temporary - Year 2021 - 2022</b>	800
c.	<b>PBR Passes –Permanent - Year 2021 -2022</b>	600
d.	Security Stickers (for Maxi taxi half yearly renewals) <ul style="list-style-type: none"> <li>◆ Tamper Evident (first colour)</li> <li>◆ Tamper Evident (second colour)</li> </ul>	2,800 2,800 —
e.	Transparent Security Overlay	2000
f.	Customize Tamper Label 2022	2200
g.	PBR Passes – Letter	2000
h.	Customised Hologram Stickers	4200
i.	6 x 4 Labels for ZM600 Printer (Part# 72354)	5 Rolls
j.	ZM600 6X4 Ribbon	3 Rolls

#### Paper Specifications

## **PBR Passes – Maxi Taxi**

- **Paper must be unique to the Ministry of Works and Transport and not available to any other customer**
- Anti-Copy and Anti Scan security background.
- Pass should be easily and visibly identified at all times
- Each pass should be sequentially numbered
- **Pass dimension Standard 8 ½ x 11 Paper (compulsory)**
- Pre-printed information on pass should resist fading in sunlight for a minimum of 24 months.
- **Two Layouts samples with the given design content and colour code of suppliers' choice should be provided prior to submission of original stock.**
- **Supplier must recommend best suited colour so as to ensure proper visibility.**
- **The Ministry of Works and Transport reserves the right to request further Layout and colour code changes in accordance with the recommended costing.**
- **Paper Sample(s) must be provided**

## **PBR Passes – Permanent**

- **Paper must be unique to the Ministry of Works and Transport and not available to any other customer**
- Anti-Copy and Anti Scan security background.
- Pass should be easily and visibly identified at all times
- Each pass should be sequentially numbered
- **Pass dimension Standard 8 ½ x 11 Paper (compulsory)**
- Pre-printed information on pass should resist fading in sunlight for a minimum of 24 months.
- **Two Layouts samples with the given design content and colour code of suppliers' choice should be provided prior to submission of original stock.**
- **Supplier must recommend best suited colour so as to ensure proper visibility.**
- **The Ministry of Works and Transport the right to request further Layout and colour code changes in accordance with the recommended costing.**
- **Paper Sample(s) must be provided**

## **PBR Passes - Temporary**

- **Paper must be unique to the Ministry of Works and Transport and not available to any other customer**
- Anti-Copy and Anti Scan security background.
- Pass should be easily and visibly identified at all times
- Each pass should be sequentially numbered
- **Pass dimension Standard 8 ½ x 11 Paper (compulsory)**
- Pre-printed information on pass should resist fading in sunlight for a minimum of 24 months.
- **Two Layouts samples with the given design content and colour code of suppliers' choice should be provided prior to submission of original stock.**
- **Supplier must recommend best suited colour so as to ensure proper visibility.**
- **The Ministry of Works and Transport the right to request further Layout and colour code changes in accordance with the recommended costing.**

- **Paper Sample(s) must be provided**

### **PBR Passes - Letter**

- Anti-Copy and Anti Scan security background.
- Size – Standard 8 ½ x 11 Paper.
- Each sheet should be embedded with hot foil hologram to the top right.



## *Sticker Specifications*

### *Security Stickers Tamper Evident (Half Year Renewal) for Maxi Taxis*

- When applied, the finished sticker should be tamper-proof. I.e. the sticker should be visibly damaged and rendered unusable in the event that removal is attempted.
- The finished sticker must be self-adhesive.
- The stickers must be retro-reflective.
- The material used for the stickers must be guaranteed as being counterfeit proof.
- The dimensions of the sticker should fall within the size 20mm x 20mm to 25mm x 25mm
- Stickers should be visible on Maxi Taxi passes either through different colour schemes or different colour background on pass.
- **Sticker sample(s) must be provided**

### *Customize Tamper Label 2022*

- When applied, the finished sticker should be tamper-proof. I.e. the sticker should be visibly damaged and rendered unusable in the event that removal is attempted.
- The finished sticker must be self-adhesive.
- The stickers must be retro-reflective.
- The material used for the stickers must be guaranteed as being counterfeit proof.
- The dimensions of the sticker should fall within the size 20mm x 20mm to 25mm x 25mm
- Stickers should be visible on Temporary and Maxi -Taxi passes either through different colour schemes or different colour background on pass.
- **Sticker sample(s) must be provided**

### *Customized Hologram Stickers*

- The following words should be inscribed on each sticker “Ministry of Works and Transport” **Or** “MOWT”
- The dimension of the sticker should fall within in **15mm to 15mm to 20mm x 20mm**
- The finished sticker must be self-adhesive.
- The material used for the stickers must be guaranteed as counterfeit proof.
- **Sticker sample(s) must be provided**

### *Transparent Security Overlay*

- The finished overlay sticker must fall within the size 5cm x 5cm to 6cm x 6cm
- Tamper Evident
- The finished overlay must be self-adhesive.
- The material used for the stickers must be guaranteed as counterfeit proof.
- **Sticker sample(s) must be provided**

## Pass Layouts

### Maxi Taxi Pass Layout

- Coat of Arms (Must be positioned at the top left or centre of the Pass, no wording or object should appear above or at same level)
- The words Maxi Taxi and PBR must be visible
- The year “2021” must be visible
- Space must be allocated for 2022 label
- Sequential numbering
- Spaces must be allocated for 6”W x 4”L Label

### Example 1 – Maxi Taxi PBR Permit – to be used as a guide

COAT OF ARMS					
<b>M A X I  T A X I</b>	<b>MINISTRY OF WORKS AND TRANSPORT PRIORITY BUS ROUTE PERMIT</b>			{ } Tamper Evident	
	2021				
	Sequential number				
		JAN-JUN	JUL-DEC	JAN-JUN	JUL-DEC

### Temporary Pass Layout

- a) Coat of Arms (Must be position at the top centre of Pass, no wording or object should appear above or at same level)
- b) The word ‘Temporary’ must be visible
- c) The year “2021” must be visible
- d) Space must be allocated for 2022 label
- e) Sequential number
- f) Spaces must be allocated for 6”W x 4”L Label

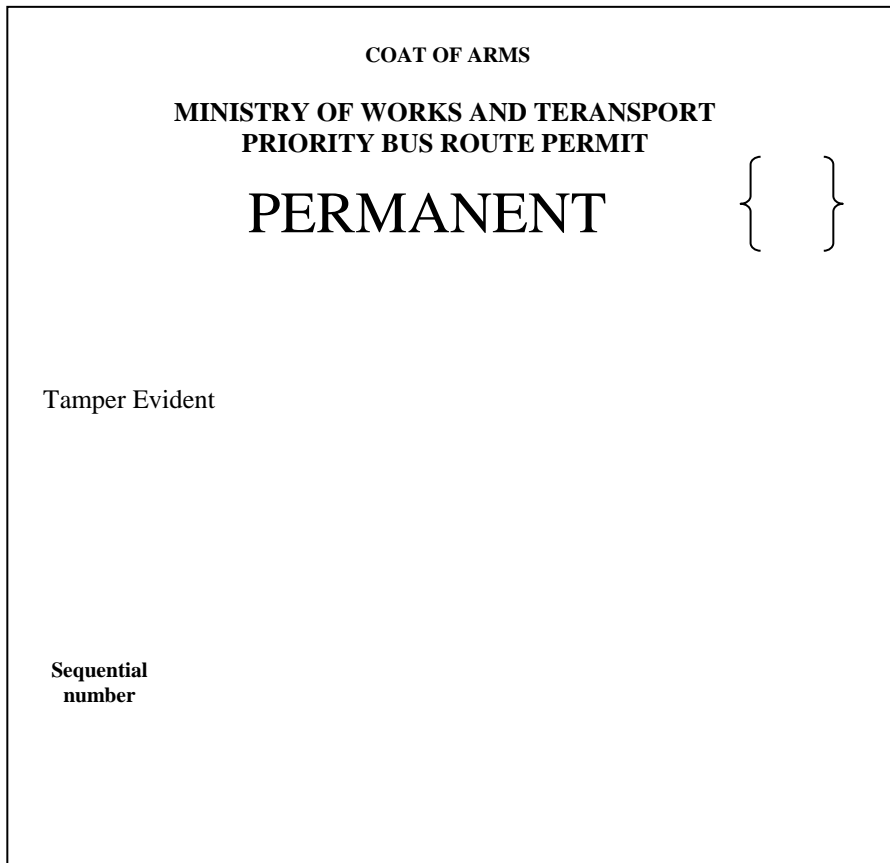
### Example 2 – Temporary PBR Permit

<p>COAT OF ARMS</p> <p>MINISTRY OF WORKS AND TERANSPORT PRIORITY BUS ROUTE PERMIT</p> <p><b>TEMPORARY</b>      { Tamper Evident      }</p>			
<div style="border: 1px solid black; padding: 5px; display: inline-block;">2021</div>		<div style="border: 1px solid black; width: 100px; height: 30px; display: inline-block;"></div>	
<p><b>Sequential number</b></p> <p>JAN-JUN      JUL-DEC      JAN-JUN      JUL-DEC</p>			

### **Permanent Pass Layout**

- a) Coat of Arms (Must be position at the top center of Pass, no wording or object should appear above or at same level)
- b) The word 'Permanent' must be visible
- c) Sequential number
- d) Spaces must be allocated for 6"W x 4"L Label

### **Example 3 – Permanent PBR Permit**



Other Information

- All Passes will be laminated via the use of 9"x11-1/2" 10mil Laminate
- All Passes will be laminated with a temperature of approximately 140 degrees
- **Supplier is required to deliver within six weeks of the receipt of the letter of commencement.**
- **The narrative conditions to be placed on the back of the Maxi Taxi, Permanent Passes and Temporary Passes would be provided on the award of the contract.**
- **The Ministry reserves the right to request modification of design with no additional cost to the quote**

**The Ministry reserves the right to request modification of the Design/Specimen at no additional cost to the Ministry**



The Government of the Republic of Trinidad and Tobago

# **SAMPLE CONDITIONS FOR THE USE OF THE PRIORITY BUS ROUTE (Temporary and Permanent Passes)**

- 1. This Permit is the property of the Ministry of Works and Transport and is intended for exclusive use with the vehicle(s) listed thereon. It shall not be transferred or assigned to another vehicle not so listed.**
- 2. Where a vehicle is not listed on this Permit but is intended to be used with the Permit, the Permit must be accompanied by a Letter of Authorisation issued by the relevant Ministry/Organisation/Agency authorising the use of the Permit with that vehicle.**
- 3. Where this Permit has not been issued to a Ministry/Organisation/Agency, but has instead been issued directly to a person, the Permit must not be used with any vehicle other than a vehicle listed on the Permit, unless the Permit is accompanied by a Letter of Authorisation issued by the Ministry of Works and Transport authorising the use of the Permit with that other vehicle.**
- 4. This Permit shall not be copied, reproduced or in any other manner duplicated.**
- 5. This Permit must at all times be clearly displayed on the vehicle's windscreen while the vehicle is on the Priority Bus Route.**
- 6. All pertinent traffic laws, orders and regulations must be obeyed by the driver of the vehicle.**
- 7. The loss or theft of this Permit must be reported to the nearest police station and a copy of the report forwarded to the Ministry of Works and Transport, Corner Richmond and London Streets, Port of Spain.**
- 8. The Minister of Works and Transport regards the foregoing as binding conditions for the use of the Priority Bus Route. Any violation shall result in automatic suspension, revocation or cancellation of this Permit.**

**THE MAXIMUM SPEED LIMIT ON THE  
PRIORITY BUS ROUTE: 65km/h**



The Government of the Republic of Trinidad and Tobago  
**SAMPLE CONDITIONS OF PERMIT AUTHORIZING THE USE OF THE  
PRIORITY BUS ROUTE BY MAXI TAXIS**

**Made by the Minister under Regulation 7 of the Priority Bus Route (Special Roads Toll)  
Regulations, 1998**

1. This Permit shall apply to the following :
  - (a) *The owner/s and delegated driver/s whose name/s and photograph/s appear/s on the face of the Permit; and*
  - (b) *The vehicle, the registration number of which appears on the face of the Permit.*
2. **This Permit is the property of the Ministry of Works and Transport and shall not be transferred, photocopied or otherwise duplicated.** It must be immediately surrendered upon the date of expiry or on the instruction of the Minister (or person authorized by him to give such an instruction).
3. When traveling along the Priority Bus Route, this Permit is to be displayed on the top or bottom left hand corner of the vehicle's windscreen **and shall be clearly visible at all times.**
4. When traveling along the Priority Bus Route, a **destination sign** is to be displayed on the vehicle's windscreen **and shall be clearly visible at all times.**
5. The **driver** of the vehicle shall produce, upon request by an authorized person, the following documents:
  - *Maxi Taxi's Operat Permit*
  - *Taxi Badge*
  - *Driver's License*
  - *Insurance/Defensive Driving Certificate*
6. The cost of the replacement of a Permit that has been lost, defaced, stolen or otherwise damaged (outside normal wear and tear) shall be borne by the **owner** in whose name the Permit has been issued.
7. The **owner/driver** shall obey all applicable traffic laws, orders, and regulations governing the use of the Priority Bus Route, and any amendments which may be made from time to time.
8. (a) Where the **owner**, or any person operating the vehicle on his behalf, has been convicted of a traffic offence or has paid a fixed penalty notice under any applicable traffic law, order or regulation governing the use of the Priority Bus Route or the Port of Spain Transit Facility, or is otherwise in breach of these Conditions, the Minister or any authorized person may issue written Notice to the **owner**. The Notice will advise of the fact of his breach of the Conditions and/or the relevant law, and will warn him of the possible seizure and suspension or revocation of the Permit, and ask him to show cause why this should not be done.
  - (b) The **owner** may make written representation to the Minister or authorized person within seven (7) days of receipt of the notice, showing just cause why the Permit should not be seized and suspended or revoked
  - (c) The Minister or authorized person in rendering a decision on a matter arising from (a) and (b) above may set further specific conditions regarding the re-issue or further usage of a Permit.

(d) For the purpose of these Conditions, 'authorized person' shall include Transport Officers, Traffic Wardens, Police Officers, Transit Police Officers, and such persons that the Minister of Works and Transport may designate.

9. *If, after due investigation, it is discovered that an owner, or person operating the vehicle on his behalf, in the course of plying his trade on the Route has prevented the proper transport of paying passengers from their point of embarkation to their requested or indicated destination along the Route without good reason the Minister may cause the owner's permit to be immediately suspended or permanently revoked.*
10. *Notwithstanding Condition 8 above, the Minister may suspend or revoke any Permit that has been issued to an owner where upon due investigation it has been conclusively shown that the owner's record as a driver or the conduct of persons operating the vehicle on his behalf establishes that it would not be in the public interest for the owner to hold a permit or operate or cause to operate a maxi taxi on the Priority Bus Route.*