



THE NATIONAL AGRICULTURAL MARKETING AND DEVELOPMENT CORPORATION

" Taking Trinidad and Tobago Foods to the World "

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April 30th 2026

Dear Sirs,

Re: Invitation to Tender

The National Agricultural Marketing and Development Corporation (NAMDEVCO) invites suitable contractors to submit sealed tenders for:

003/01/I/363 - Refurbishment and Expansion of a Storage Facility at the Piarco Packinghouse.

Tenders are to be submitted in accordance with the following:

- This Letter of Invitation
- Instructions to Tenderers
- Proposal Requirements
- Terms of Reference
- The Conditions of Contract (General, Particular, Special)
- Form of Tender
- Appendix to Tender
- Cost Proposal
- Conceptual Drawings
- Other requirements as specified in the Request for Proposal Document.

DESCRIPTION OF WORK

The scope of work shall be as outlined in the Proposal Requirements, Terms of Reference, Cost Proposal, and in accordance with the conceptual drawings included in the RFP package. Works shall conform to all statutory and regulatory requirements of Trinidad and Tobago and all requirements as outlined in this Invitation to Tender.

SITE VISIT

NAMDEVCO shall facilitate a **MANDATORY** site visit on **Tuesday 12th May, 2026, 11:00am** at **the NAMDEVCO Packing House located, 16a Caroni North Bank Rd, Piarco.**

SUBMISSION OF TENDER

One (1) Original and One (1) Copy and an electronic version of the written document in PDF of the Complete Tender Submission shall be submitted in separate packages marked "Original – Eligibility Document & Technical & Financial Proposal" and "Copy – Eligibility Document & Technical & Financial Proposal". Each Package shall also carry the name of the Tender:

003/01/I/363 - Refurbishment and Expansion of a Storage Facility at the Piarco Packinghouse.

Within package 1, which shall be marked “Original”, there should be two (2) envelopes. The contents of each envelope shall be as follows:

Envelope One (1)

Proof of Eligibility – Place the original of the Tenderer's Eligibility Documents in Envelope One (1), clearly labeled "Original – Eligibility Documents".

Envelope Two (2)

Technical & Financial Proposal - The Original of the Technical and Financial Proposal shall be placed in a sealed envelope clearly marked "Technical & Financial Proposal", and labeled "Original – Technical & Financial Proposal".

Package 2, which shall contain the Copies, shall be similarly prepared and labelled “Copy”, with the 2 enclosed envelopes, appropriately labelled “Copy – Eligibility Documents” and “Copy – Technical & Financial Proposal”. The Electronic version of your submission should be placed in the envelope labelled “Copy – Technical and Financial Proposal”.

Envelopes 1 & 2 in each package, shall also be labeled as follows, with the name of the Tenderer clearly shown on the envelope:

003/01/I/363 - Refurbishment and Expansion of a Storage Facility at the Piarco Packinghouse.

NAME of Tenderer:

All packages are to be deposited in a Tender Box bearing the label:

003/01/I/363 - Refurbishment and Expansion of a Storage Facility at the Piarco Packinghouse.

Located at the lobby area of NAMDEVCO's Head Office, 3 ¼ MM S.S. Erin Road, Debe, Trinidad, and shall be deposited no later than **12:00 noon (AST) on Friday 5th June 2026.**

Tenderers are asked to note that the opening in the tender box is approximately 280mm wide by 65mm high and therefore should package all documentation accordingly.

SUBMISSION OF BIDS

The Tenderer shall submit the following documents with their bid:

ELIGIBILITY AND QUALIFICATIONS REQUIREMENTS

- Suppliers possessing the requisite experience and resources to undertake the scope of works outlined in this Tender Document, are required to provide evidence of prequalification or must apply for registration with the Office of Procurement Regulation (OPR) prior to the tender closing date. The applicable line of business is classified under Code: is **72121101 - Commercial and Office Building New construction service.**
- Letter of Tender / Form of Tender.
- Copy of Certificate of Incorporation and Continuance (where applicable) for Limited Liability Companies OR Copy of Certificate of Registration for Partnerships and Sole Proprietors.
- Notice of Directors or Change of Directors.
- Copy of Value Added Tax Registration Certificate (if applicable).
- Value Added Tax Clearance Certificate, **valid as at the deadline date for submission of proposals, or a letter of exemption from the Board of Inland Revenue.**
- Income Tax Clearance Certificate, **valid as at the deadline date for submission of proposals, or a letter of exemption from the Board of Inland Revenue**
- Copy of National Insurance Board of Trinidad and Tobago Registration Certificate (if applicable).
- National Insurance Board Clearance Certificate, **valid as at the deadline date for submission of proposals, or a letter of exemption from the National Insurance Board**
- Annual Return (current fiscal period) (for companies)

Certificates issued in a name other than that used to submit the tender would result in the rejection of the tender.

BID PRICE REQUIREMENTS

- Cost Proposal as supplied as part of Section 3.3 included in the Request for Proposal Package.
- Completed, signed and stamped Form of Tender as supplied as part of the Request for Proposal Package.

TENDER VALIDITY PERIOD

- Tender offer shall remain valid until the expiration of 180 days from the date of this tender.
- Completion of declaration form.

OPENING OF BIDS

The Tender Box containing the Tenders will be opened at **a date to be notified** and will be subsequently evaluated at NAMDEVCO's office.

LIMITATIONS/RESERVATIONS

NAMDEVCO reserves the right to accept or reject any or all Tenders without defraying any cost incurred by the interested party. NAMDEVCO reserves the right to cancel the present Invitation to Tender in its entirety or even partially, without defraying any cost incurred by any Applicant.

LATE SUBMISSIONS

Late submissions will **NOT** be considered under any circumstances. Any Tenders received after the deadline for submission will be returned unopened to the Tenderer. NAMDEVCO does not bind itself to accept the lowest or any tender.

PRICING

All prices shall be considered to include all costs except VAT. All prices shall be deemed to include all incidental works arising out of existing site conditions. VAT, if applicable, must be separately stated in the financial bid.

All prices and amounts shown on the Bills of Quantities, shall be expressed in Trinidad and Tobago dollars.

PAYMENT SCHEDULE

All payments shall be made in accordance with the Ministry's approved Payment Policy for Infrastructure Works. Disbursements shall be contingent upon verified progress and successful completion of the Scope of Works, ensuring effective financial control and accountability. Each payment shall be subject to verification and certification by the Employer's Representative.

Payment Milestones:

- 1. Mobilization Payment:** 10% of the contract price.
- 2. Interim Payment # 1:** 40% of contract price when 40% of Scope of Work is successfully completed, inspected and certified by the Employer's Representative.
- 3. Interim Payment # 2:** 40% of contract price when 100% of Scope of Work is successfully completed, inspected and certified by the Employer's Representative.
- 4. Final Payment / Retention Payment:** 10% retention payment after the three (3) months defects liability period has passed with no issues flagged by the Employer's Representative.

SKILL AND EXPERIENCE OF CONTRACTOR

Tenderers responding to this invitation to tender will be deemed to have the practical skill and experience required to perform in works of a similar nature.

ENQUIRIES

All enquiries regarding submission should be directed in writing to the Procurement Officer of NAMDEVCO via email at procurement@namdevco.com .

Yours respectfully

Nirmalla Debysingh

Ms. Nirmalla Debysingh
Chief Executive Officer
NAMDEVCO

**NATIONAL AGRICULTURAL MARKETING
AND DEVELOPMENT CORPORATION
(NAMDEVCO)**

3¼ MM S.S Erin Road, Debe, Trinidad & Tobago

REQUEST FOR PROPOSALS

For the provision of

**DESIGN-BUILD SERVICES
FOR CONSTRUCTION OF THE**

STORAGE FACILITY AT PIARCO PACKING HOUSE

PSIP Project # 003/01/I/363

Date: February 2026

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Background

The National Agricultural Marketing and Development Corporation (NAMDEVCO) is a Statutory body created by Act of Parliament No. 16 of 1991, with a mandate "to create, facilitate and maintain an environment conducive to the efficient marketing of agricultural produce and food products through the provision of marketing services and the stimulation of business investment in the agro-industrial sector of Trinidad and Tobago". The Corporation provides technical support for the development of successful production, post-harvest handling, value-added processing, cold chain management, storage, and marketing systems.

In addition to the above, NAMDEVCO owns and operates wholesale and retail markets and packing houses throughout Trinidad, of which includes the Piarco Packing house.

Project Description

The scope of works encompasses modify, design and construction of NAMDEVCO's Storage Facility at the Piarco Packing House, located at 16a Caroni North Bank Road, Piarco.

The site contains an existing storage shed which would be demolished, while a new single storey multi-room storage facility would be constructed adjacent on the compound. This new facility would be utilized to store chemicals, equipment and other assets.

The proposed Storage Facility will have a footprint of approximately 53ft x 518ft, consisting of 5 independent storage rooms.

Project Objectives

The Successful Proponent will be required to modify the conceptual design provided by NAMDEVCO and construct the facility using suitable materials and systems to meet the criteria set out in local and approved international codes and standards, as outlined in this tender document. The Proponent will be required to conduct any investigations necessary to prepare architectural designs, engineering designs (structural and all services) and construction services. The Proponent will also be charged with procuring all the necessary pre-construction and post construction approvals.

Checklist of Submitted Documents

	Included	Not Included
Table of Contents		
<u>MANDATORY DOCUMENTS – Failure to submit will result in disqualification</u>		
Letter of Tender		
Copy of Certificate of Incorporation and Continuance (where applicable) for limited liability companies OR Copy of Certificate of Registration for partnerships and sole proprietors		
Notice of Directors or Change of Directors		
Copy of Value Added Tax Registration Certificate (If Applicable)		
Value Added Tax Clearance Certificate valid as at the deadline date for submission of Proposals or a letter of exemption from the Board of Inland Revenue.		
Income Tax Clearance Certificate valid as at the deadline date for submission of Proposals or a letter of exemption from the Board of Inland Revenue.		
Copy of National Insurance Board of Trinidad and Tobago Certificate		
National Insurance Board of Trinidad and Tobago Clearance Certificate, valid as at the deadline date for submission of Proposals or a letter of exemption from the National Insurance Board.		
Evidence of prequalification with the Office Of Procurement Regulation (OPR), before the close of tender. The line of work is 72121101 Commercial and Office Building New construction service.		
Annual return (current fiscal period) (for companies)		
<u>TECHNICAL PROPOSAL DOCUMENTS</u>		
A declaration (in the company’s official letterhead) that the company have not been convicted within the past ten (10) years of corruption or fraud related offences locally or internationally: i) As individuals or As directors or officers of the company		
Declaration of persons authorized to legally bind the entity e.g.: By-Laws, Resolution of Board of Directors/Principals, or registered Power of Attorney		
Insurance Certificates – Public Liability and Workmen’s Compensation and Professional Indemnity or Letter of Intent from Proponent’s insurers indicating that insurances covering the Project will be provided in accordance with the requirements of this RFP		
Declaration of Litigation (Form 5A)		
Statement of Bankruptcy		
Bank Reference Letter & Availability of Funding (Form 1B)		

Statement of Non-Conflict of Interest (Form 6A)	Included	Not Included
Audited or Management Accounts for the past three (3) consecutive years within the last five (5) years) in accordance with International Accounting Standards (IAS1), Presentation of Financial Statements, comprising Auditor’s Report, Statement of Financial Position/ Balance Sheet, Statement of Comprehensive Income/Income & Expenditure Statement, Statement of Cash Flows, Statement of Changes in Equity and Notes to Financial Statements.		
Design Proposal – Architectural/Structural/MEP Designs & Design Methodology		
Project Specific Methodology		
Project Schedule		
Project Specific Organizational Chart with proposed staff listing		
Resumes/CV’s of proposed staff (including experience on similar projects)		
List of equipment to be used for the Project – Must Identify whether owned or leased & must be insured.		
HSE Policy Document		
HSE Plan		
List Experience of Contractor including past projects of similar nature		
Client References – (3 Nr.)		
Quality Control/Quality Assurance Plan		
<u>COMMERCIAL PROPOSAL DOCUMENTS</u>		
Completed Form of Tender		
Proposed Project Cash Flow		
Cost Proposal (Mandatory - Stamped and signed by the company’s authorized representative).		
<u>CONTRACT DOCUMENTS</u>		
General Conditions of Contract		
Particular Conditions of Contract		
Special Conditions of Contract		

<u>FORMS</u>		
Form 1A – Form of Tender		
Form 2A Appendix to Tender		
Form 3A Proponent’s Information Form		
Form 4A Proponent’s Joint Venture Form (If Applicable)		
Form 5A: Proponent’s Declaration Form		
Form 6A: Non-Conflict of Interest Form		
Form 7A: Draft Contract Agreement		
Form 1B: Banker’s Reference Letter		
Form 2B: Advance Payment Security		
Cost Proposal		

SECTION 1 – REQUEST FOR PROPOSALS

1.1 Design Build Services

These documents relate to works for the National Agricultural Marketing And Development Corporation (NAMDEVCO).

The works encompass development works to the site located in Piarco. NAMDEVCO hereby invites suitably qualified and experienced firms to submit Proposals for the tender listed below.

GENERAL INFORMATION	
Name of Tender	Design Build Services For NAMDEVCO's Storage Facility, Piarco.
Tender No.	As stated in the letter of invitation
Site Location	16a Caroni North bank Rd, Piarco
Mandatory Pre-Bid Meeting	Not Applicable.
Mandatory Site Visit	As stated in the letter of invitation
RFP Issue Date	As stated in the letter of invitation
Procurement Method	Open Bidding
Deadline for Submission	As stated in the letter of invitation
Award of Contract	As stated in Section 3.0 of this document

SECTION 2 – INSTRUCTIONS TO TENDERERS

2.1 Introduction

NAMDEVCO is seeking to engage a suitably qualified firm with whom it can enter into a contract to provide *Design Build Services for the Storage Facility at Piarco*.

Proponent's must be registered and incorporated in Trinidad and Tobago and can perform the works in accordance with the Employer's requirements as presented in this RFP.

Proponents are hereby invited to submit a Technical Proposal and a Commercial Proposal in accordance with the procedures for the Request for Proposal (RFP). The Proposal will form the basis for contract negotiations (if applicable) and ultimately for a signed contract.

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

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

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

2.2 Source of funds

This project would be funded from the NAMDEVCO's Public Sector Investment Program (PSIP) allocation as allowed for the year 2026.

2.3 Mandatory Site Visit

A mandatory site visit at the Proponents' expense will be facilitated on the date and time as detailed in Section 1.1 General Information. Failure to attend shall result in disqualification, and any submission by the said Proponent would be returned unopen.

The site visit provides the opportunity for the Proponent to investigate the site of the works and its surrounding, and gather all information required for preparation of its Proposal

The Proponent, along with its personnel or agents, will be granted access by NAMDEVCO to its premises for inspection purposes, subject to the explicit condition that the Proponent, its personnel, or agents release and indemnify NAMDEVCO and its representatives from any liability arising from such access. Additionally, the Proponent will assume responsibility for any personal injury (including fatal incidents), property damage, or any other resulting loss, damage, costs, or expenses that may occur due to the exercise of this permission.

2.4 Rejection of proposals

Despite any provisions or implications in this RFP, the NAMDEVCO is under no obligation to accept the lowest Proposal and reserves the right to reject any portion or the entirety of any Proposal. Additionally, the NAMDEVCO reserves the right to reject any Proposal that it determines does not align with the spirit and intent of this RFP.

In addition, Proposals may be rejected if:

- i. The Proponent fails to provide the mandatory documents requested in this RFP
- ii. The Proponent is involved in ongoing litigation that may negatively impact its capacity to deliver the services outlined in this RFP or adversely affect the operations of NAMDEVCO regarding completion of this project.

2.5 Cancellation of RFP Process

NAMDEVCO reserves the right to cancel the RFP process, either wholly or partially, at its sole discretion, without reimbursing any expenses incurred by any company, firm, joint venture, partnership, or consortium. All participating firms will be notified of such cancellation.

2.6 Conflict of Interest

Proponents must be free from any conflict of interest and must strictly avoid involvement of other projects which may pose a potential conflict. Proponents are ineligible for any assignment that conflicts with their past or present commitments to other clients or that could compromise their ability to execute the assignment in the best interests of NAMDEVCO.

If the Proponent is unsure whether a particular assignment constitutes a conflict of interest, it should be declared to NAMDEVCO, who shall make a determination on the matter.

Any Proponent who is found to have a conflict of interest with one or more parties in this RFP process shall be disqualified.

2.7 Eligibility

Proponents must be registered and pre-qualified for the relevant line of business with the Office of Procurement Regulation (OPR), and all other requirements as stated in this RFP shall be met to conduct business with NAMDEVCO.

2.8 Cost of Proposal Preparation

Proponents shall bear all expenses associated with the preparation and submission of its Proposal. NAMDEVCO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.9 Submission of Proposal

The Proposal shall be typed or written in indelible ink and shall be signed by the Proponent or by his duly authorized representative. There shall be no erasures or correction fluid applied to the Proposal. All changes shall be “crossed off”, corrected and initialed by the Proponent’s duly authorized representatives.

In case the Proponent is a JV, the Proposal shall be signed by an authorized representative of the JV on behalf of the JV and so as to be legally binding on all the members as evidence by a power of attorney signed by their legally authorized representative.

The Proponent shall prepare and submit its Proposal no later than Date indicated in the letter of invitation, or as modified in subsequent addenda.

2.10 Clarification and Change to Documents

At any time prior to the deadline for submission of Proposals, NAMDEVCO may for any reason, whether at its own initiative or in response to a clarification requested by a Proponent, modify the RFP by the issuance of a written Addendum.

A Proponent may request clarification of any part of the RFP, in writing via email to “procurement@namdevco.com”, during the submission period up to five (5) days prior to the deadline for submission of Proposals.

Any clarification or change to the RFP will be made by an Addendum including a description of the inquiry but without identifying its source. The Addendum will be issued by e-mail to all prospective Proponents who have received the RFP and will be binding upon them. Prospective Proponents will receive a notification e-mail when an amendment is issued. Where an Addendum is issued by e-mail, Prospective Proponents shall promptly acknowledge receipt by e-mail. The addenda will be issued up to three (3) days before the deadline for submission of Proposals.

NAMDEVCO will not be held responsible for any misinterpretations made by Proponents as a result of information received by any means.

Each addendum, when issued, is to become a part of these Proposal documents.

2.11 Waiver and Allocation of Risk

The Proponent acknowledges and agrees that it is solely responsible for obtaining its own commercial, legal, accounting, engineering, and other advice with respect to the contents of this RFP or any such information as is described in this paragraph. The Proponent who submits a Proposal to the NAMDEVCO is deemed to have released the NAMDEVCO from, and waived any action, cause of action, claim, liability, demand, loss, damage, cost or expense, of every kind, in any way connected or arising out of the contents of this RFP or any such information as is described in this paragraph.

A Proponent who submits a Proposal is deemed to have agreed that it is solely responsible for and liable to ensure that it has obtained and considered all information necessary to enable it to understand the requirements of this RFP, and of the project, and to prepare and submit its Proposal.

2.12 Tender Prices

The contract shall be for the whole Works indicated in the RFP, and should address all associated cost and conditions associated with the project.

The Proponent shall fill in prices for all items of Works described in the Summary Estimate, whether quantities are stated or not. Items against which no rate or price is entered will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bills of Quantities.

All duties, taxes and other levies payable by the Contractor under the contract, or for any other cause, as of the date fourteen (14) days prior to the closing date for submission of tender, shall be included in the rates and prices and total Tender Price submitted by the Tenderer, and the evaluation and comparison of tender by the Employer shall be made accordingly.

Firm price: The prices quoted by the Tenderer shall be firm prices (i.e. not subject to fluctuations in the cost of resources required for executing the Works) for the duration of the contract and shall not be subjected to adjustment on any account except as otherwise provided in the Conditions of Contract.

SECTION 3 – PROPOSAL REQUIREMENTS

All Proposals must be made in accordance with the instructions given herein. Proposals that do not fulfill the requirements will be disqualified from consideration of the award of contract. Failure to submit all requested documentation may result in the Proposals not being considered for evaluation, or in Proponents failing to achieve maximum scores during the evaluation of Proposals.

3.1 Mandatory Documents

- a. Letter of Tender
- b. Copy of Certificate of Incorporation and Continuance (where applicable) for Limited Liability Companies OR Copy of Certificate of Registration for Partnerships and Sole Proprietors
- c. Notice of Directors or Change of Directors
- d. Copy of Value Added Tax Registration Certificate (if applicable)
- e. Value Added Tax Clearance Certificate valid as at the deadline date for submission of Proposals or a letter of exemption from the Board of Inland Revenue.
- f. Income Tax Clearance Certificate valid as at the deadline date for submission of Proposals or a letter of exemption from the Board of Inland Revenue.
- g. Copy of National Insurance Board of Trinidad and Tobago Certificate
- h. National Insurance Board Clearance Certificate valid as at the deadline date for submission of Proposals or a letter of exemption from the National Insurance Board.
- i. Evidence of prequalification with the Office Of Procurement Regulation (OPR), before the close of tender. The line of work is 72121101 - Commercial and Office Building New construction service.
- j. Annual Return (current fiscal period) (for companies).

3.2 Technical Proposal

The Proposal shall contain the following documents, duly completed and where applicable signed and notarized by the Proponent's Authorized Representative and other documents required to provide evidence of the Proponent's qualifications and experience:

- j. A declaration (in the company's official letterhead) that the company has not been convicted within the past ten (10) years of corruption or fraud related offences locally or internationally:

1. As individuals or
 2. As directors or officers of the company
- k. Declaration (On company's letterhead or otherwise) of persons authorized to legally bind the entity. Supporting documents may include By-Laws, Resolution of Board of Directors/Principals, or registered Power of Attorney
 - l. Insurance Certificates – Public Liability and Workmen's Compensation and Professional Liability or Letter of Intent from Proponent's insurers indicating that insurances covering the Project will be provided in accordance with the requirements of this RFP
 - m. Declaration of Litigation (Form 5A)
 - n. Statement of Bankruptcy – Provided on Company's letter head.
 - o. Bank Reference Letter & Availability of Funding (Form 1B)
 - p. Audited or Management Accounts for the past three (3) consecutive years within the last five (5) years)
 - q. Design Proposal – Conceptual/Modify Architectural, Structural Engineering (Narrative), MEP Designs & Detailed Design Methodology (Narrative)
 - r. Project Specific methodology
 - s. Project Schedule
 - t. Project Specific Organizational Chart with proposed staff listing
 - u. Resumes/CV's of proposed staff (including experience on similar projects)
 - v. Key Personnel – Project Manager (1), Project Supervisor (minimum 1), Architect/Designer (1), Civil/Structural Engineer (1), MEP Engineer (1),
 - w. A listing of the equipment that will be used in the execution of the project. It is mandatory to identify whether owned or leased and all equipment must be adequately insured.
 - x. HSE Policy Document
 - y. HSE Plan
 - z. QA/QC Plan
 - aa. Experience of Proponent – (i)Design, (ii)Construction
 - bb. Name and contacts of at least three (3) Client References

3.3 Commercial Proposal

- a) Completed Form of Tender
- b) Proposed Cash Flow
- c) Completed Summary Estimate (Mandatory - Stamped and signed by the company's authorized representative).

3.4 Currencies of the Proposal and Payment

The currency of the Proposal and the currency of payments shall be the same. The Proponent shall quote in Trinidad and Tobago currency.

3.5 Validity Period

Proposals shall be valid for a period not less than One Hundred and Eighty (180) Days from the closing date for the submission of Proposals.

A Proposal for a shorter period shall be classified as non-responsive.

NAMDEVCO reserves the right to request all Proponents to extend the validity period of their Proposals. Any Proponent who extends the validity period in compliance with NAMDEVCO's request shall confirm the availability of its Key Personnel for the performance of the contract.

If any of the Key Personnel become unavailable due to the extended validity period, the Proponent shall provide a written adequate justification and evidence satisfactory to NAMDEVCO together with the substitution request. In such case, the replacement Key Personnel shall have equal or better qualifications and experience than those of the originally proposed Key Personnel. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Personnel.

A Proponent may refuse the request to extend the validity period and withdraw its Proposal without forfeiting the Bid Securing Declaration.

3.6 Modification, Withdrawal and Editing of Proposals

Proponents may modify or withdraw their Proposals after submission to NAMDEVCO's prior to the deadline for submission of Proposals. No Proposal may be edited or withdrawn after the deadline for submission of Proposals.

No Proposal may be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified by the Proponent on the Technical Proposal Submission Form and Commercial Proposal Submission Form.

3.7 Opening OF Proposals

Subsequent to the closing of the RFP, NAMDEVCO will open the Proposals at a date to be notified, and will be subsequently evaluated at NAMDEVCO's office.

3.8 Evaluation of Proposals

The criteria contained in this RFP shall be used to determine the most advantageous Proposal. This is the Proposal of the Proponent that passes the Technical criteria and who proposed the lowest bid amount.

During the evaluation of Proposals, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the RFP;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding document.

Proposals received shall be subjected to a combination of yes/no and weighted evaluation criteria. Proponents will be required to demonstrate that they meet the minimum criteria outlined in the criteria below.

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

3.9 Preliminary Examination

Proposals that are received will be reviewed to ensure that all forms, documents and supporting information requested in accordance with the *Checklist of Documents to accompany the Technical Proposal* are included in the submission.

Failure to include mandatory documents will render the submission non-responsive to the requirements outlined in the RFP and will not be considered further.

A substantially responsive Proposal is one that conforms to the terms, conditions and scope of works of the RFP without material deviation which:

- a) Affects the scope, quality, or performance of the goods, or goods and related services specified in the contract; or
- b) Is inconsistent with the RFP, the NAMDEVCO rights or the obligations of a Proponent under the procurement contract; or
- c) Unfairly affects the competitive position of other Proponents who present Proposals.

3.10 Technical Evaluation

Proposals that are deemed acceptable during the preliminary examination stage will be evaluated against the pre-determined evaluation criteria and scoring system set out in Table 1 below.

The NAMDEVCO shall examine the technical aspect of the Proposals submitted to confirm that all requirements of the RFP have been met without any material deviation or reservation, or omission.

Where information is omitted and is not considered to be substantial as to alter the essence of the Proposal, the Proponent will be contacted in writing and given three (3) days to submit the missing information/documents.

Table 1: Evaluation Criteria and Scoring System

TECHNICAL EVALUATION	Marks
Administration (30 Marks)	
A declaration (in the company's official letterhead) that the company have not been convicted within the past ten (10) years of corruption or fraud related offences locally or internationally	2
Declaration of persons authorized to legally bind the entity	2
Insurance Certificates –	
Public Liability	2
Workmen's Compensation	2
Contractor's Construction All Risk Insurance	2
Professional Indemnity (All Disciplines)	4
Declaration of Litigation	2
Statement of Bankruptcy	2
Bank Reference Letter & Availability of Funding	2
Audited or Management Accounts for the past three (3) consecutive years	4
-2024	3
-2023	3
-2022	3

<p>Design Proposal (20 Marks)</p> <ul style="list-style-type: none"> • Architectural Concept & Narrative (Drawings and/or sketches and/or Client Concept Review) • Structural Concept (Narrative) • MEP Concept (Narrative) • User Brief Compliance 	<p style="text-align: right;">5</p> <p style="text-align: right;">5</p> <p style="text-align: right;">5</p> <p style="text-align: right;">5</p>
<p>Project Specific Work Methodology (6 Marks)</p> <p>Appropriateness of Approach</p> <ul style="list-style-type: none"> • Detailed approach for execution of works • Identification of potential hurdles and methods proposed to overcome same 	<p style="text-align: right;">3</p> <p style="text-align: right;">3</p>
<p>Preliminary Project Schedule (8 Marks)</p> <ul style="list-style-type: none"> • Gantt Chart with critical path shown - Adequacy of detailed project schedule for the various work components, how they interrelate and how they will be resourced • Adherence / comparison to estimate completion time of 90 days • Identification of the critical tasks, potential changes and solutions 	<p style="text-align: right;">3</p> <p style="text-align: right;">3</p> <p style="text-align: right;">2</p>
<p>Project Specific Quality Assurance Plan & Strategy (4 Marks)</p> <ul style="list-style-type: none"> • Supervision and monitoring strategy • Material testing and verification • Quality process and documentation 	<p style="text-align: right;">2</p> <p style="text-align: right;">1</p> <p style="text-align: right;">1</p>
<p>Experience of staff (15 Marks)</p> <ul style="list-style-type: none"> • Organizational Chart (Key Personnel Identified) • A brief description of the Contractor's Project Team including the organizational structure of the Project Team • Name and CV's of all person mentioned on the project team who would be responsible for the implementation of project. 	<p style="text-align: right;">3</p> <p style="text-align: right;">3</p> <p style="text-align: right;">9</p>

Design-Build Experience (10 Marks)	
Experience in works of similar nature and value and names of client(s) who may be contacted for further information on these contracts.	7
Submission of Client References (3Nr)	3
Equipment available for the Project (5 Marks) (Identify whether owned or leased and Insurance is mandatory)	5
HSE Plan & Policy (2 Marks)	2
Range Point Allocation Total	100

Bidders are required to achieve a minimum overall score of 75%, and a minimum of 50% in each category. Proposals failing to meet these minimum scores in any category will not be considered for award.

3.11 Commercial Evaluation

Following the Technical Evaluation, the Commercial Proposals of all Proponents would be evaluated and scored.

The Commercial Proposals will be reviewed to ensure that all activities required in the Terms of Reference were priced and that there are no arithmetic errors in the Proponent's Commercial Bid Price.

COMMERCIAL EVALUATION	Marks
Bid Price (Form of Tender) Lowest Bid Formula = (Lowest Bid/Bidder's Price)*50	50
Summary Estimate (Reasonableness, front end loading, responsiveness) Deviation Based Formula = [1 - ((% Deviation from Engineer's Estimate)/100)]*50	50
Range Point Allocation Total	100

Bidders are required to achieve a minimum overall score of 75%, and a minimum of 50% in each category. Proposals failing to meet these minimum scores in any category will not be considered for award.

3.12 Clarification of Proposals

During the period of evaluation, to assist in examination, evaluation and comparison of Proposals, the NAMDEVCO may ask Proponents for a clarification of their Proposal. The request for clarification and the corresponding response shall be made by written communication and no change in the price, quantity or substance of the tender shall be sought, offered or permitted except as required to confirm the correctness of arithmetic errors discovered by the NAMDEVCO during evaluation.

Once the period of evaluation of Proposals has started and until an official announcement has been made, all information relating to the examination, clarification and evaluation of the Proposals as well as recommendations on the tender award shall be considered confidential. This information considered confidential shall not be made known or communicated to any person or persons not directly and officially involved with the evaluation of the Proposals. Said prohibition includes all Proponents.

Errors in the bid price will be corrected by the NAMDEVCO as follows:-

- a) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the NAMDEVCO there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

Proponents shall be requested to accept correction of arithmetical errors. Failure to accept the correction shall result in the rejection of the Proposal.

The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Proposal evaluation.

3.13 Negotiation of Contract

NAMDEVCO reserves the right to enter discussions as appropriate, and negotiate with the top-ranked Proponent to clarify, among other things, the scope of services and the deliverables of the assignment. The objective of the negotiations will be for the NAMDEVCO to achieve best value for money. Should negotiations with the top-ranked Proponent fail, the discussions would be formally terminated. The Commercial Proposal of the next ranked Proponent will be opened and evaluated. Negotiations will be conducted with the next ranked Proponent, and so on until the contract can be successfully negotiated.

3.14 Abnormally Low Proposals

An abnormally low Proposal is one where the Proposal price, in combination with other elements of the Proposal, is so abnormally low to the extent that the Proposal price raises material concerns with the NAMDEVCO as to the capability of the Proponent to perform the contract for the offered Proposal price.

In the event of identification of a potentially abnormally low Proposal, the NAMDEVCO shall seek written clarification from the Proponent, including a detailed price analysis of its Proposal's price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the RFP.

After evaluation of the price analysis, in the event that the NAMDEVCO determines that the Proponent has failed to demonstrate its capability to perform the contract for the offered Proposal price, the NAMDEVCO shall reject the Proposal.

3.15 NAMDEVCO'S Right to accept any proposal and to reject any or all proposals

The NAMDEVCO reserves the right to accept or reject any Proposal, and to annul the Bidding process and reject all Proposals at any time prior to acceptance of the successful submission, without thereby incurring any liability to the Proponents.

3.16 Standstill period

The standstill period commences when the NAMDEVCO has transmitted to each Proponent, the *Notice of Decision to Award a Contract*. The standstill period shall be for a period of ten (10) working days. After the standstill period comes to an end, the contract shall be awarded to the successful Proponent.

3.17 Award of Contract

The criteria contained in this RFP shall be used to determine the most advantageous Proposal. This is the Proposal of the Proponent that passes the Technical criteria and who proposed the lowest bid amount.

3.18 Notice of Decision to Award

The standstill period commences when the NAMDEVCO has transmitted to each Proponent, the *Notification of Decision to Award the Contract* to the successful Proponent. The Notification of Decision to Award shall contain the name and address of the Successful Proponent, the contract price, the names of all other Proponents along with their bid price, the expiry date of the stand-still period and instructions on how to request information or submit a complaint during the standstill period.

3.19 Notification of Award

Prior to the expiration of the Proposal validity period and upon expiration of the standstill period, or any extension thereof, the NAMDEVCO shall transmit the *Notice of Acceptance* to the successful Proponent who presented the submission, unless the OPR orders otherwise. The *Notice of Acceptance* shall specify the sum that the NAMDEVCO will pay the Supplier/Contractor in consideration of the execution of the Contract (herein after and in the Conditions of Contract and Contract Forms called “the Contract Price”).

At the same time, the NAMDEVCO shall publish the *Notice of Award* which shall contain the name of the successful Proponent, identification of the project name along with the services to be provided, the date of the award of contract and the contract price.

The *Notice of Award* shall be published on the NAMDEVCO’s website.

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

3.20 Debriefing by NAMDEVCO

On receipt of the NAMDEVCO's Notification of Decision to Award, an unsuccessful Proponent has three (3) business days to make a written request to the NAMDEVCO for a debriefing. The NAMDEVCO shall provide a debriefing to all unsuccessful Proponents whose request is received within the deadline.

Where a request for debriefing is received within the deadline, the NAMDEVCO shall provide a debriefing within five (5) business days, unless the NAMDEVCO decides, for justifiable reasons to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) business days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) business days after the last debriefing takes place. The NAMDEVCO shall promptly inform, by the quickest means available, all Proponents of the extended standstill period.

Where a request for debriefing is received by the NAMDEVCO later than the three (3) business days deadline, the NAMDEVCO shall provide the debriefing as soon as practicable, and normally no later than fifteen (15) days from the date of publication of Notice of Decision to Award. Requests for debriefing received outside of the three (3) days deadline shall not lead to extension of the standstill period.

Debriefings of unsuccessful Proponents may be done in writing or verbally. The Proponent shall bear their own costs of attending such a debriefing meeting.

Request for debriefing shall be submitted in the Proponent's official letterhead and addressed as follows:
Named Procurement Officer

3.21 Signing of Contract

Promptly upon *Notification of Award*, the NAMDEVCO shall send the successful Proponent the *Contract Agreement*.

Within fourteen (14) days of receipt of the Contract Agreement, the successful Proponent shall sign, date, and return it to NAMDEVCO.

3.22 Challenge Proceedings

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

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

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

SECTION 4 – TERMS OF REFERENCE

4.1 Overview

NAMDEVCO has been mandated to provide a new single- storey multi-room Storage Facility to be utilized for storage of chemicals, equipment and other assets.

4.2 Approvals

The Contractor will also be responsible for consultations with stakeholders to obtain the necessary input for the project.

The designs shall be prepared in accordance with the guidelines, regulations and legal requirements of all governmental Statutory and Regulatory Agencies, which may include:

1. Town & Country Planning Division (TCPD)
2. Trinidad & Tobago Electricity Commission (T&TEC)
3. Regional Corporation / City Corporation
4. Local Health Authority
5. Trinidad & Tobago Fire Service (TTFS)
6. Environmental Management Authority (EMA)

The Employer will be responsible to pay the Capital Contributions to the WASA and T&TEC Authorities.

4.3 Site Layout

The site shall be laid out as per Conceptual Designs provided in **Section 11**.

Design details shall be developed for potable and waste water associated with the proposed building, to be integrated into the existing drainage and other features based on the site layout plan.

4.4 Investigative Works

The Contractor shall carry out all necessary investigations inclusive but not limited to topographic surveys and geotechnical investigations, to ensure that the designs are suitable for the site.

The requirements of the investigations should provide locations of all features present that are associated or to be integrated with the proposed facility, including but not limited to:

- Spot levels
- Existing buildings
- Existing utilities
- Drains and invert levels
- Natural Water
- Septic Tanks
- Electricity Poles

4.5 Architectural Design Requirements

Spatial Planning

The architectural designs shall conform to the Employer's Conceptual designs, according to Section 11 of the RFP, for a proposed single storey building of size 52.75ft x 18ft. This shall include five (5) independent storage rooms.

Architectural design drawings shall include but shall not be limited to:

- I. Site plan (including surface water flow and drainage)
- II. Floor plans
- III. Elevations
- IV. Roof Plan
- V. Sections
- VI. Schedules (Window/Doors/Glazing/Finishes)

Codes & Standards

The Architectural designs shall conform to the following:

- Uniform Building Code (UBC)
- National Fire Protection Association (NFPA)
- Underwriters Laboratories Inc. (UL)
- National Electrical Manufacturer Association (NEMA)
- American National Standards Institute (ANSI)
- International Building Code (IBC)
- GORTT Outfitting Policy
- TIS/ICC/ANSI A117.1:2014.

4.6 Structural Design Requirements

The structural designs shall take into consideration the Employer's conceptual designs, according to Section 11 of the RFP.

The Design Build Contractor shall provide evaluation, analysis, and design report which includes calculations, of the facility's proposed structural system.

Structural design drawings shall include but shall not be limited to:

- I. Foundation Plan & Details
- II. General Arrangement / Building layout
- III. Building Frame Details
- IV. Roof Details
- V. Apron details

Codes & Standards

The Structural designs shall conform to the following:

- National Building Code of Trinidad and Tobago
- BAPE Wind Code 1981
- Wind Speeds Maps for the Caribbean for application with the wind loads provision of ASCE 7
- Caribbean Uniform Building Code (CUBIC)
- International Building Code (IBC)

- American Society of Civil Engineers ASCE 7-95
- BS 8110, Part 2
- Uniform Building Code (UBC)
- Uniform Structural Fire Code (UFC)
- Structural Engineers Association of California (SEAOC)
- American Concrete Institute (ACI)
- ACI 318-05
- ACI 530-05
- American Institute of Steel Construction (AISC)
- 303-05
- 325-05
- 327-05
- American Iron and Steel Institute (AISI)
- American National Standards Institute (ANSI)
- American Society for Testing and Materials (ASTM)
- International Code Council (ICC)

4.7 Mechanical, Electrical and Plumbing (MEP) Design Requirements

MEP services shall be economic and environmentally friendly, allowing operational running costs to be minimized.

These services shall include but are not limited to electrical, mechanical, safety & security.

Design reports, inclusive of calculations for the proposed MEP systems, shall be submitted to the Employer.

Electrical

The electrical design shall conform to the codes and standards identified in the RFP, and meet the requirements for the use of the facility. A design report which includes calculations for the electrical installations shall be submitted.

Cut sheets for all fittings and fixtures associated with the electrical services shall be submitted for approval by the Employer.

Fire Safety Systems

The facility shall be suited with appropriate fire detection and suppression (fire extinguishers) and life safety systems to meet minimum code requirements and standards for the type of activities being undertaken. These shall also include signage

Communication and Security

The facility shall be suited with appropriate communication and security features.
At minimum a camera system should be installed.

Specifications and cut sheets shall be submitted to the Employer for approval.

Air conditioning and Ventilation

Appropriate and optimal ventilation in keeping with the requirement of the codes and standards shall be accommodated. Appropriate spaces shall be equipped with environmentally friendly air conditioning units, and washrooms equipped with suitably sized extractor fans.

MEP Designs and drawings shall include but shall not be limited to:

- I. Layouts & Plans
- II. Isometrics Drawings
- III. Reticulation Drawings
- IV. Schedules

Codes & Standards

The MEP designs shall conform to the following:

- Mechanical Engineering Designs
- Trinidad and Tobago Bureau of Standards (TTBS)
- ASME B31 Standards of Pressure Piping
- ASME B 16 Standards of Pipes and Fittings
- American Society of Heating Refrigeration and Air Conditioning Engineers Inc. (ASHRAE)
- International Code Council (ICC)
- National Fire Protection Association (NFPA)

- **Electrical Engineering Designs**
- International Building Code (IBC)
- Trinidad and Tobago Bureau of Standards (TTBS)
- Trinidad and Tobago Electrical Wiring Code TTS-171
- American National Standards Institute (ANSI)
- 2008 National Electrical Code
- National Fire Protection Association (NFPA)
- Underwriters Laboratories Inc. (UL)

Statutory And Regulatory Approvals

All designs shall be prepared in accordance with and in compliance with the Regulations promulgated by the following Statutory or Regulatory entities and or Service Providers:

- Town and Country Planning Division (TCPD)
- Ministry of Works and Transport (MOWT) (All relevant branches)
- Environmental Management Authority (EMA)
- Trinidad and Tobago Electricity Commission (T&TEC)
- Electrical Inspectorate
- Local Health Authorities
- End User's Internet Service Provider

General Design Considerations & Requirements

All finishes should be robust and suitable for the location of the facility and the nature of its use.

The Design-Build Contractor shall be required to prepare and submit engineering technical specifications and product data of all materials to be used in the project. This shall list the materials in sufficient detail that approval for the materials and equipment can be granted without further elaboration specifications.

The design shall take into consideration accessibility, cost effectiveness, safety, security, quality and sustainability.

Cut sheets for all fittings and fixtures associated with the MEP services, finishes and any special architectural features shall be made available for approval of the Employer.

4.8 Acceptable Standards Features

The following standard features are acceptable for construction and may be varied only if the alternatives proposed are of equal or better quality, do not increase the cost of construction to the Employer and or promote green and sustainable technology:

Foundations and Floor Slabs

Foundations and floor slabs shall generally be constructed from reinforced concrete. The specific design, size of footings and details of the reinforcement should be determined by the DCT dependent on the soil conditions and the topography of the Site.

The Technical Specifications should require that the foundations to be termite treated by an Employer approved pest-control Company. The specification should stipulate that certification of the termite treatment and the five (5) year warranty are to be provided by the contractor.

External Walls and Framing

The structural framing will be as determined by the DCT. External Walls shall be at least first grade six (6) inch thick concrete blocks adequately reinforced both vertically and horizontally.

Internal Partitions

Internal partitions shall be first grade six (6) inch thick concrete blocks adequately reinforced at intersections, corners and every third row or as determined by the DCT.

Gutter and Down Pipes

Appropriate gutters and down pipes are to be provided, as required to collect and transport all rainwater runoff from the roof to the closest box or slipper drain. The design of the guttering and down pipes must conform to the requirements of the local plumbing code.

Down pipes must be properly installed and protected with wire mesh to prevent the intrusion of leaves, other debris and vermin from entering the pipes.

The Roof Structure

The Roof shall be constructed from reinforced concrete and waterproofed in accordance with the manufacturer's specification. All flashings if required shall be constructed from 18-gauge galvanized sheeting. The DCT may propose alternative design. Green technologies are encouraged.

The technical specification should require that the supply and installation of the roof structure shall be executed by a recognized roofing sub-contractor that shall be approved by the Employer. A ten (10) year warranty for materials and installation is to be provided to the Client.

Aprons and Slipper Drains

Reinforced concrete aprons and slipper drains are to be constructed around the perimeter of the building and integrated with any existing drainage system.

Doors and Door Hardware

External door openings shall be 1800mm by 2400mm or dependent on the architectural design. External doors shall be roller shutter doors constructed from metal with appropriate hardware and signage installed.

Finishes

The following finishes are considered acceptable:

Floors

Generally, acceptable finishes shall include:

- High grade non-slip porcelain tiles (PEI 4 or 5),
- Terrazzo,
- Epoxy flake flooring

All floor coverings should be smooth, non-slip, easily cleaned, and appropriately wear resistant. There should be coving between the floor and the wall to prevent accumulation of dust and dirt in corners and crevices. The selection of the floor finish should be appropriate for the location.

Walls

The exterior and interior blockwork, to be painted, shall be properly prepared, as specified by the manufacturer, before applying one (1) coat of concrete primer and two (2) finishing coats of emulsion paint. Smooth paint surfaces are easier to clean, i.e., acrylic emulsion or eggshell finish.

Where alternative finishes are proposed, they shall be applied consistent with the manufacturer's specifications.

CCTV

CCTV cameras are to be installed, with 360-degree coverage spaces inclusive of, but not limited to, the following locations:

- Entrances
- Parking Facilities

The CCTV system should wirelessly connect to the internet and be able to be accessed from offsite locations. Access to the system should be secure to limit hacking. Cameras should provide clear black and white images, even at night.

Access Entry System

An electronic access entry system is required. The design-builder is to examine alternative options and recommend a preferred option based on integration of the security system, effectiveness, efficiency, capital cost, life-cycle operation and maintenance costs, and anticipated requirements for upgrade in the next 5 to 10 years.

Fire Detection Alarm & Suppression System

Designs shall include an appropriate Fire Detection, Alarm and Suppression System to meet the necessary codes and standards for the type of activities being undertaken and equipment/consumables being stored.

The entire Building shall be equipped with adequate fire prevention facilities - hose reels, extinguishers, emergency exit signage and alarms (if applicable) as required.

The systems should conform to the requirements of the NFPA Life Safety Code and ultimately be approved by both the Fire Suppression and Water and Essential Services Departments of the Trinidad and Tobago Fire Services Division.

Air Conditioning and Air Exchange System

The entire facility should be designed with an optimal ventilation system with adequate air exchanges. All washrooms must be equipped with suitably sized extractor fans.

The DCT should allow for the selection of units which use environmentally friendly refrigerant R41 OA (or equal) -which is not scheduled for phase out. Solar HVAC Units are also available locally and should be investigated.

All design and installation shall be in accordance with ASHRAE standards.

Green Alternatives to be considered for incorporation in the Design

The DCT should consider any and all of the following for incorporation into the design of the facility:

- Solar Energy
- Maximization of natural lighting
- Water conservation such as rainwater collection and or water reuse
- Low flow water fixtures
- Use and location of lighting to minimize impact on the mangrove
- Any other green technology.

4.9 Project Close Out

The Design-Build Contractor shall provide contractual as-built drawings, manuals, keys, warranties, and other documents or items that may be deemed necessary.

A one (1) year warranty for all Design-Build Contractor-Supplied Equipment, shall be provided and the Design-Build Contractor is required to submit a maintenance report outlining the maintenance procedures for all equipment and installations

This schedule shall be as per the Manufacturer's recommendation and will form part of the Hand-Over package

SECTION 5 – GENERAL CONDITIONS OF CONTRACT

FIDIC SHORT FORM OF CONTRACT

This Contract shall be governed by the FIDIC Short Form of Contract, FIDIC Green Book. A copy of the Conditions of Contract can be obtained on the FIDIC website www.fidic.org First Edition 1999 published by the **Fédération International des Ingénieurs-Conseils (FIDIC)**.

The Table of Contents of the referenced document are set out below:

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- 3 Employer's Representatives
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 - 10.1 Right to Vary
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SECTION 6 – PARTICULAR CONDITIONS OF CONTRACT

The General Conditions of the Contract, being the Conditions of FIDIC (Fédération Internationale des Ingénieurs- Conseils) “Short Form of Contract”, First Edition 1999 are amended as specified hereinafter in these Particular Conditions of Contract.

In the event of any ambiguity or conflict between the General Conditions and Particular Conditions of Contract then the provisions of the Particular Conditions of Contract shall prevail. All references to Clause numbers are to those of the General Conditions.

CLAUSE 1 - GENERAL PROVISIONS

1. Sub-Clause 1.1 DEFINITIONS

a) Sub-Clause 1.1.2

Replace the term “Specification” with “Documents forming the Contract”

b) Sub-Clause 1.1.4 Persons:

Delete paragraph 1.1.4 and substitute:

"Employer" means The National Agricultural Marketing Development Corporation (NAMDEVCO).

2. Sub-Clause 1.5 COMMUNICATIONS:

a) At the end of the first paragraph, add the following paragraph:

“Electronic mail and Internet transmission shall be based upon a protocol agreed by Employer and Contractor prior to the start of construction and documentation in writing by the Employer. No electronic transmission is valid for contract communication unless done in accordance with the agreed protocol.”

CLAUSE 3 - THE ENGINEER

1. Sub-Clause 3.1 AUTHORISED PERSON:

a) At the end of the first paragraph, add the following paragraph:

“If the Employer intends to appoint or replace the Authorized Person, the Employer shall give reasonable notice to the Contractor of the name and contact information of the replacement”.

2. Sub-Clause 3.2 EMPLOYER'S REPRESENTATIVES:

b) At the end of the first paragraph, add the following paragraphs:

"If the Employer intends to appoint or replace the Employer's Representative, the Employer shall give reasonable notice to the Contractor of the name and contact information of the replacement

The Employer's Representative shall exercise in a fair and impartial manner the powers of the Employer under or in connection with the following Sub-Clauses: 2.3, 4.2, 4.3, 5.1, 7.3, 8.2, 9.1, 9.2, 10.1, 10.2, 10.5, 11.1 to 11.6."

CLAUSE 4 - THE CONTRACTOR

1. Sub-Clause 4.1 –GENERAL OBLIGATIONS

a) At the end of first paragraph, add the following paragraphs:

"The Contractor shall notify the Employer's Representative in writing of all departures from the Drawings whether previously approved or not and shall provide the Employer's Representative with detailed drawings of all such changes in a format approved by Employer's Representative.

Should the Contractor encounter any utility or underground structure, whether in service or out of commission, the Contractor shall provide a written report to the Employer's Representative, complete with description, measurement and dated pictures, and allow for inspection by the Engineer within one (1) day of the discovery.

The Contractor shall be responsible for the protection of the existing building, the contents therein and the immediate vicinity of the Site and shall make whole the Employer for any loss, damage, or deterioration incurred during the execution of the Works."

2. Add new Sub-Clause 4.5 SAFETY

PROCEDURES: Add the following:

"The Contractor shall comply with the safety laws of Trinidad and Tobago and all rules and conditions set out by the Environmental Management Authority, the OSHA Act and the Factory Inspectorate."

3. Add new Sub-Clause 4.6 QUALITY

ASSURANCE: Add the following:

"The Contractor shall be entirely responsible for carrying out the Works and supplying materials in accordance with the Contract and for providing and maintaining equipment and personnel to carry out all tests required by the Specifications or other Contract documents."

4. Add new Sub-Clause 4.7 PROGRESS

REPORTS: Add the following:

The Contractor shall prepare or cause to be prepared progress reports every fourteen (14) days after the Commencement Date and shall submit to the Employer's Representative in two hard copies and one electronic copy via E-mail, C.D. of Flash-drive. The Employer's Representative reserves the right to withhold Interim Payment Certificates if the Progress Reports are not current at the time of submission.

5. Add new Sub-Clause 4.8 SECURITY OF THE

SITE: Add the following:

The Contractor shall be responsible for the security of the site. The Contractor shall report all instances of thief of plant, temporary works, materials, or personal belongings, and assault or threat of assault whether causing actual bodily harm or not to the Employer's Representative and the Employer's designated Security Personnel (if applicable). Neither the presence on Site of the Employer's Security Personnel nor compliance by the Contractor with instructions by the Employer's Security Personnel shall relieve the Contractor from its obligations under the Contract. The Employer shall not be responsible for any loss or damage to the Contractor's Plant, Materials, Equipment or other items on Site."

6. Add new Sub-Clause 4.9

IDEMNIFICATION Add the following:

The Contractor shall be responsible for any and all damages to property or persons and for any losses or costs to repair or remedy the works as a result of any negligent act or omission, or misconduct in the performance of the works and its Subcontractor's work and shall indemnify and hold harmless The Employer, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from unless such loss, damage, injury or loss results from or arises out of the error, omission and/or negligent acts of the Employer, or its officers, for subsequent correction of any such error, omission and/or negligent acts or of its liability for loss or damage resulting there from. Except as to professional liability, these

indemnities shall not be limited by the listing of any insurance coverage.

7. Add new Sub-Clause 4.10 DISORDERLY

CONDUCT: Add the following:

“All labourers and workers, shall act in a professional manner. The Contractor shall at all times enforce proper discipline and decorum among all labourers and workers on the worksite and shall control, among other things: 1) noise, including music; 2) the use of offensive language; 3) illegal drug-use, smoking or drinking of alcoholic beverages on the worksite; 4) physical violence; 5) thievery; and 6) the transportation of articles or materials deemed hazardous. The Contractor or any of his personnel shall at no time use profane, obscene, threatening or otherwise disrespectful language to the Employer, the Engineer or any agent(s) acting on their behalf and in the interest(s) of the Works.”

CLAUSE 11 – CONTRACT AND PRICE AND PAYMENT

1. Sub-clause 11.1 VALUATION OF THE WORKS

At the end of the first paragraph, add the following paragraphs:

“The contract price shall include all custom’s import duties, stamp duties and taxes that may be levied in accordance with the Country’s laws and regulations, as of the date 14 days prior to the latest date for submission of Tenders.

The Contract Price shall be firm and not be subject to change arising from the rise or fall in the cost of labour and/materials or any other matter affecting the cost of the execution of the work. All rates and prices are fixed and not subject to change due to the increase or decrease in quantities.

The sum payable by the Employer to Contractor in respect of Value Added Tax shall be calculated and paid by the Employer to the Contractor in accordance with Value Added Tax Act 1989 of the Republic of Trinidad and Tobago or any amendment thereto to this Act.”

CLAUSE 14.1 – INSURANCE

1. Sub-clause 14.1

At the following sub-parts:

- d) Contractor's Construction All Risk Insurance
- e) Public Liability and Third Party Insurance
- f) Workmen's Compensation Insurances for their employees
- g) Motor Insurance covering liability arising out of the use of their vehicles on the premises of Works.
- h) Professional Indemnity Insurance

SECTION 7 - SPECIAL CONDITIONS OF CONTRACT

1.1 Contractor's Obligations in Respect of Sanitation and Health Requirements

The Contractor shall provide temporary sanitary arrangements and accommodation for his staff and employees, and shall exercise control to prevent any nuisance or contravention of any specific directions of the Ministry of Health or Engineer in connection therewith.

Adequate toilet and clean water washing facilities shall be provided.

All standard regulations and any emergency regulations which may be issued from time to time in connection with Sanitation and/or Public Health shall be observed by the Contractor.

1.2 Accommodation for Employees

The Contractor shall include in his Tender for all necessary accommodation, transport, allowances and services for his employees. In the provision of all such accommodation transport, allowances and services, the Contractor shall comply with the requirements of all the relevant ordinances, regulations and byelaws.

1.3 Bribery

Notwithstanding anything in the Conditions of Contract or in the Contract, the Employer shall be entitled to cancel the Contract, and to recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract, or any other agreement with any employee or agent of the Employer; if the like acts shall have been done by any person employed by the Contractor or acting on the Contractor's behalf (whether with or without the knowledge of the Contractor).

1.4 Members of Government etc. not personally Liable

Neither the Employer nor the Engineer nor any of their staff, nor the Engineer's Representative, nor any member or officer of the Government shall be in any way personally bound or liable for the acts or obligations of Government under the Contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

1.5 Safety

The Factories (Protective Measures) Order 1977, and the U.S. Army Corps of Engineers manual, "General Safety Requirements", E.M. 385-1-1 are approved standards of safety for this project, and shall be considered to be part of these Special Conditions of Contract.

1.6 Pay Sheets

The Contractor shall make available to the Engineer or his representative a certified copy of each pay sheet and of any Sub-Contractor's pay sheets whenever requested to do so by the Engineer.

1.7 Restoration of Conditions

All rubbish or refuse and all unused materials and tools shall be removed promptly from the site and as the work progresses, it shall be carefully cleaned and kept clean of such rubbish and refuse. Before the work will be considered as having been completed, the site and places affected by the Works shall be thoroughly cleared and left clean, free from debris and in a condition satisfactory to the Engineer.

1.8 Light, Power, Water and Sewer

The Contractor shall provide at his own expense, temporary power and lighting, water and sewer facilities wherever necessary. The Employer will not provide water, light, or sewer facilities. The Contractor must make his own arrangements for these utilities.

1.9 Safety Facilities at Site

The Contractor shall provide such equipment and facilities as are necessary or required, in case of accidents, for first aid service to any, who may be injured in the progress of the Work; and he shall have standard arrangements with local hospitals for the removal and hospital treatment of any employee who may be injured or who may become ill.

1.10 Inspection, Testing and Substitution of Material

The latest edition (current at the time that the Tender is advertised) of all Specifications and Standards referenced hereinafter in this Specification (including addenda, amendments and errata listed) shall govern in all cases where reference thereto are made. In case of difference between the referenced Specifications

and this Specification, this Specification and its accompanying drawings shall govern to the extent of such difference, otherwise the referenced Specification and Standard shall apply.

AASHTO	-	American Association of State Highway Officials
ASTM	-	American Society for Testing Materials
ASA	-	American Standards Association
BSI	-	British Standards Institution

The Contractor may submit and the Engineer shall accept in lieu of above, the standard U.K. Specifications applying to the Works, to the extent that such specifications are fully applicable and complementary to the grade, type, class, requirements and intent of the standard referenced Specifications.

The Contractor may submit for approval, materials manufactured of like nature conforming to the referenced Specifications or Standards. It shall be the responsibility of the Contractor to submit proof of such conformity. When the Contractor requests substitution of a material meeting the required Specifications, but of different physical dimensions from that called in the detailing, he shall be required to make all these detail changes, provided they are within the intent of the Drawing, and to submit checked drawings to the Engineer for approval.

Whenever a material or article is specified or shown by using the name of the proprietary product of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design may be considered equal and satisfactory, providing the material or article

so proposed is of equal substance and function and is approved by the Engineer, and shall not be purchased or installed without his written approval.

There shall be no extra costs to the Employer as a result of substitution of material. The payment for such substitution shall be based on the original quantity of material in the Drawings and its bid unit price, unless a reduced price is agreed upon in consideration for such substitution.

1.11 Protection and Restoration of Property

The Contractor shall be responsible for the preservation of all private and public property and shall protect carefully from disturbance or damage all land monuments and property marks until the engineer has witnessed or otherwise referenced their location and shall move until directed.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work or in consequence of non-execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

1.12 Drainage and River Channels

It may be necessary to construct some of the structures in ground water. No additional payment will be made for such conditions but the cost thereof shall be included in the price bid for the various items of the Contract.

The Contractor's attention is directed to the fact that he may be required to make alteration to several existing drainage channels. Temporary drainage facilities shall be required and the Contractor shall in no way interfere with normal adequate drainage. Prior approval shall be obtained from the Engineer should the Contractor wish to place falsework in a drainage or river channel.

The Contractor may be required to break into certain drainage structures for the installation of the new drainage system. No specific payment will be made for this work, but the cost thereof shall be included in the prices bid for the various Contract items.

It will be the responsibility of the Contractor to provide adequate temporary drainage throughout this Contract. All proposed drainage diversions must be submitted to the Engineer for approval.

1.13 Co-ordination and Availability

The Contractor's attention is directed to the fact that he may be required to co-ordinate his operations with the Work being performed and to be performed on other Contracts in the area of the works, with work of sub-contractors, utility companies and others as may be required. In particular, he will be required to co-operate when utilities are being installed. A number of utilities must necessarily be relocated during the course of the Contract, and due allowance must be made for this in the scheduling of work.

In the case of interference between the operations of different Contractors, the Engineer shall be the sole judge of the rights of each Contractor and of the entire project and in all cases his decision shall be accepted as final and no cause for claim.

1.14 Metrication

If any materials described in the contract or ordered by the Engineer are described by dimensions in the Metric or Imperial measure and the Contractor cannot in accordance with the contract procure such materials in the measure specified in sufficient time to avoid delay in the performance of his other obligations under the contract, but can obtain such materials in the other measure to dimensions approximately to those described in the contract or ordered by the Engineer then the Contractor shall forthwith give notice to the Engineer of these facts stating the dimensions to which such materials are procurable in the other measure.

As soon as practicable after the receipt of any notice under the preceding sub-clause the Engineer shall give an order to the Contractor which shall either:

- (a) Direct the Contractor to supply such materials to the dimensions stated in his said notice to be procurable instead of to dimensions described in the contract or originally ordered by the Engineer; or
- (b) Direct the Contractor to make some other variation whereby the need to supply such materials to the dimensions described in the contract or originally ordered by the Engineer will be avoided.

1.15 Taxation, Customs Duty Rates and Other Charges

The Contractor shall comply with the Statutes, Ordinances, Laws Regulations and Bye-Laws of Trinidad and Tobago. He shall be responsible for ascertaining the extent and incidence of all taxes, customs rates, dues and all other charges payable in accordance with such Statutes, Ordinances, Laws, Regulations and Bye-Laws and shall give all notices in compliance therewith.

The Contractor shall be held to have included in his Tender for the payment of all charges of whatever nature required to be paid in order to comply in all respects with the provisions of the Contract and the aforementioned Statutes, Ordinances, Laws, Regulations and Bye-Laws.

The Contractor will be responsible for making the necessary arrangements for all materials and equipment to be imported for use in the Works and shall pay all Port Dues and Charges. Port Dues and Charges shall not be recoverable.

1.16 Taxation

The Contractor shall be required to pay all taxes levied by the Trinidad and Tobago Government on such part of his profit in respect of the contract as is chargeable.

The Contractor's staff shall be liable to pay all taxes levied by the Trinidad and Tobago Government on such part of their salaries as are chargeable therewith under the laws for the time being in force and the Contractor shall perform such duties in regard to the deduction thereof as may be lawfully imposed on him.

1.17 Accidents

The Contractor shall within 24 hours of the occurrence of any accident at or about the site or in connection with the execution of the Works report such accident to the Engineer. The Contractor shall also report such accident to the competent authority whenever such report is required by law.

1.18 Uncompleted Work

The Employer shall be at liberty from time to time or any time before the completion of the works to take possession of and use any part/s of the site or of uncompleted works and in such case the Contractor shall finish the said uncompleted part/s of the work as and when the Engineer shall direct whether before or after the respected prescribed time or extended time or times (if any) for the completion of the works and if required by the Engineer while the Employer is in possession of the said part or parts of the site of works.

Provided always that if such possession or occupation or use by the Employer interferes in the opinion of the Engineer with the completion of the said part or parts of the works generally due allowance shall be made by the Engineer by way of extension of time under the provisions of Clause 44 hereof and he may

exclude such part or parts of the works from the provision as to time for completion of the said part of parts.

Should the Contractor be involved in extra expense by reason of the operation of this clause, the amount of such expenses duly certified by the Engineer shall be paid to the Contractor by the Employer.

1.19 Utilities

The Contractor shall take all precautions against damages to existing public utilities on the site. Should any cable, pipeline, manhole, etc. be damaged by the Contractor in any manner, then the Contractor shall notify and co-operate with the appropriate authority and bear all expenses involved in reconstruction of damaged areas.

1.20 Drain and Sewer Connections

Drains and sewer connections that are to remain in service and that are now connected to existing pipe lines that are to be abandoned or removed shall remain in service until connected to new or existing pipe lines. Where the work here contemplated intercepts or affects existing drains or sewers, whether shown on the Drawings or not, the Contractor shall arrange to keep such drains or sewers in proper working order at his own expense until new connections are made by others. All known public or private utility lines within or adjacent to the Contract are shown in their approximate existing locations on the Drawings. The Contractor is, however, cautioned that these locations are not guaranteed nor is there any guarantee that all lines in existence within the Contract limits are shown.

The Contractor shall satisfy himself as to the exact locations of utility lines. He shall protect and support in a suitable manner all utilities encountered in his excavating and trenching operations. The Contractor shall make good any damage to these lines caused by his operations. If the nature of the damage is such as to endanger the satisfactory operation of utilities and the necessary repairs are not made immediately by the Contractor under the direction and supervision of the respective utilities, the work may be done by the respective owners or agents and the cost-thereof changes against the Contractor.

1.21 Property in Excavated Materials

All materials and things of any kind obtained from excavations or found on or under the site or under any additional site which the contractor may be allowed to occupy shall remain the property of the Employer and shall not be used in the works or sold or otherwise disposed of without the written authority of the Engineer or the Engineer's Representative unless otherwise expressly provided for in the specifications.

No excavations are to be made upon the site or additional site beyond those shown on the drawings or described in the specification without the previous written authority of the Engineer of the Engineer's Representative.

1.22 Payment

Unless otherwise specifically provided, no payment for "overhead costs" will be made for co-ordination with other Contracts, Contractors and Sub-Contractors, Utility Companies and others working with the Contract Limits, Survey, including stake-out, maintaining traffic and furnishing signs and barricades beyond the limits of Contract, maintenance of Works until acceptance, inspection testing and substitution of materials, and all else required that is not included in Contract Bid Items and delineated in the Technical Specifications.

The Cost therefore shall be included in the contract Prices bid for the various Contract items. Furthermore, the Contractor also agrees that he shall have no claims against the Employer for any increased costs due to delays or extra expense entailed by reason of the above requirements or for any other reason, unless specifically approved by the Engineer and agreed to by the Employer.

Payment will be made for the actual quantity of authorized work performed under each item scheduled in the Tender at the respective unit price bid therefore, under supplemental agreements if any, and performed as ordered in writing at the price or prices stipulated - all as incorporated in the Works complete and accepted.

SECTION 8 – FORMS

FORM 1A - FORM OF TENDER

NOTE: THE APPENDIX HEREIN FORMS PART OF THE TENDER

Tender of :

.....

.....

For the Works: “DESIGN BUILD SERVICES FOR NAMDEVCO’S STORAGE FACILITY, PIARCO”

To:

The Procurement Officer

National Agricultural Marketing And Development Corporation
(NAMDEVCO)

3¼ MM S.S Erin Road,
Debe,
Trinidad.

Dear Sir,

1. Having examined the Tender Documents issued in connection with the Works, having also inspected the site and having made due allowance for Addendum Nos We do hereby offer to execute, complete and maintain the whole of the said Works for the sum of:

..... (\$)
Trinidad & Tobago Currency or such other sum as may be ascertained in accordance with the

FIDIC Short Form of Contract First Edition 1999) as issued by the Federation Internationale des Ingenieurs-Conseils (FIDIC PO Box 86 CH 1000 Lausanne, Switzerland, together with the Conditions of Particular Application

2. We acknowledge that the Appendix Forms part of our Tender
3. We agree to do any extra work, which may be ordered by the Engineer, and to accept full compensation therefor at such prices as may be agreed upon in writing by the Engineer and us in accordance with the 'Conditions of Contract' as issued by the Federation Internationale des Ingenieurs-Conseils (FIDIC PO Box 86 CH 1000 Lausanne, Switzerland, together with the Conditions of Particular Application'

.....

Whose address is

.....

4. 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 acceptance by the Employer.
5. We further agree to commence the Works on the date specified in the "Notice to Proceed" from the Engineer and to execute the said Works in such a manner as to complete them within the time limit set forth in 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.
6. This Tender is submitted without collusion with any other Tender. We have exercised our own judgment regarding the information required to prepare and submit this Tender and have utilized all the data which we believe pertinent from the Engineer, Employer and other sources in arriving at our conclusions.

- 7. We agree to abide by this Tender for the period of one hundred and eighty (180) calendar days from the date fixed for receiving the same and shall binding upon us and may be accepted at any time before the expiration of that period.

- 8. We understand that you are not bound to accept the lowest or any tender you may receive.

We are,
Sir/Madam,
Yours faithfully

.....
.....
.....
.....

(Signature of Tenderer)*

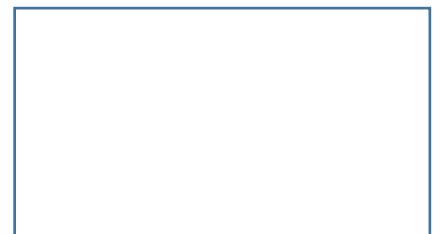
(Name of Signatory)

Block letters

(Name of Company)

(Address in full)

* 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



Company stamp

FORM 2A – APPENDIX TO TENDER

APPENDIX

<u>Item</u>	<u>Sub-Clause</u>	<u>Data</u>
Documents forming the Contract listed in order of Priority	1.1.1	a) The Agreement b) General Conditions c) The Specification d) The Conceptual Drawings e) The Summary Estimate
Time for Completion	1.1.9	90 Days
Law of the Contract	1.4	Laws of the Republic of Trinidad and Tobago
Language	1.5	English
Provision of Site	2.1	On the Commencement Date
Programme <i>Time for submission</i>	7.2	Within 14 Calendar days of Commencement Date
<i>Form of programme</i>	7.2	In Microsoft Project format
Period for notifying defects	9.1 & 11.5	14 days calculated from the date stated in the notice under Sub-Clause 8.2
Valuation of the Works	11.1	Milestone Payments
Percentage of value of Materials and Plants	11.2	Materials.....0%
Percentage of Retention	11.3	10%, Limit of 5%
Currency of Payment	11.7	Trinidad and Tobago Dollars

Insurances	14.1	\$250,000.00
<i>Third Party injury to persons and damage property</i>		
Arbitration		
<i>Rules</i>	15.3	UNCITRAL Arbitration Rules
<i>Appointing Authority</i>	15.3	President of the Association of
<i>Place of Arbitration</i>	15.3	Professional Engineers The Republic of Trinidad and Tobago

Dated thisday of2024 .,

Signature.....

in the capacity of.....

duly authorised to sign this tender for and on behalf of:.....

.....
...

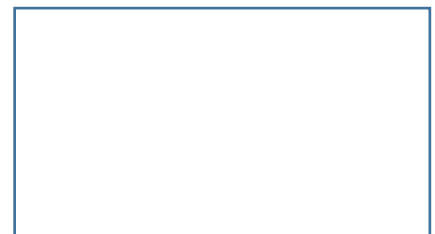
(IN BLOCK CAPITALS)

Witness

Address

.....

Occupation



Company stamp

FORM 3A: PROPONENT'S INFORMATION FORM

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

[Date of Proposal submission]:

RFP: DESIGN BUILD SERVICES FOR NAMDEVCO'S STORAGE FACILITY, PIARCO"

1. Proponent's Name <i>[insert Proponent's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Proponent's actual or intended country of registration
4. Proponent's year of registration: <i>[insert Proponent's year of registration]</i>
5. Proponent's Address in country of registration:
6. Proponent's Authorized Representative Information Name: Address: Telephone/Fax numbers: E-mail Address:
7. Attached are copies of original documents of <i>[[<input checked="" type="checkbox"/>]]</i> the box to indicate documents attached <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement.
8. Included are the organizational charts, a list of Board of Directors, and the beneficial ownership. <input type="checkbox"/> Yes <input type="checkbox"/> No

FORM 4A: PROPONENT’S JV MEMBERS INFORMATION FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date of Bid submission:

1. Bidder’s Name:
2. Bidder’s JV Member’s name:
3. Bidder’s JV Member’s country of registration:
4. Bidder’s JV Member’s year of registration:
5. Bidder’s JV Member’s legal address in country of registration:
6. Bidder’s JV Member’s Authorized Representative information Name: Address: Telephone numbers: E-mail Address:
7. Attached are copies of original documents of <i>[[v] the box to indicate documents attached]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement.
8. Included are the organizational charts, a list of Board of Directors, and the beneficial ownership. <input type="checkbox"/> Yes <input type="checkbox"/> No

FORM 5A - PROPONENT'S DECLARATION FORM

A. LITIGATION

1. Have you ever been convicted of any criminal offence in any jurisdiction?
 Yes No
2. Has any of the director(s) ever had a professional license suspended or revoked?
 Yes No
3. Has your organisation ever been the subject of any petition for bankruptcy?
 Yes No
4. Has your organisation ever had any civil judgment against you?
 Yes No
5. Does your organisation have any pending civil litigation matters?
 Yes No
6. Does your organisation have any pending criminal matters before the court?
 Yes No
7. Has your organisation, or any organisation which you have had control over, ever been the subject of any inquiry or investigation?
 Yes No

If you checked Yes to any of the above questions, kindly provide the key facts and decisions, including dates, relating to these matters on a separate page to be annexed to this document.

FORM 6A - NON-CONFLICT OF INTEREST DECLARATION

Re: Design Build Services for NAMDEVCO's Storage Facility, Piarco.

1. A Proponent shall not have a conflict of interest. A Proponent shall hold the NAMDEVCO's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
2. Any Proponent found to have a conflict of interest with one or more parties in this RFP process shall be disqualified. Proponents may be considered to have a conflict of interest with one of more parties in this RFP process if:
 - a) It has, directly or indirectly, controlling shareholders or partners in common; or
 - b) Its legal representatives are the same as or have a common party in their executive boards or management, or when the decision- making quorum of their shareholders at assemblies or meetings belongs directly or indirectly to the same natural persons or entities; or
 - c) It has a relationship, directly or through common third parties, that puts it in a position where they have access to information or can influence other Proposals or the decision of the NAMDEVCO regarding this RFP process; or
 - d) It submits more than one (1) application for this RFP process, either in its own name or part of a Joint Venture in another Proposal; or
 - e) It has participated directly or indirectly, in any capacity, in the preparation of the design, feasibility studies, terms of reference, or technical specifications of the works or related services that are the subject of this RFP process; or
 - f) It is a member of staff of the procuring entity who has direct influence of the decision of the procuring entity.

Company: Date:

Signature of Authorized Representative:

Name of Authorized Representative:

- (i) The Contractor's Proposal _____;
- (j) The Addenda nos.1,2,3,4,5,6 and 7;
- (k) Minutes of Pre-Bid Meeting and Site Visit dated _____;
- (l) Tender documents dated _____;
- (m) The Employer's Requirements dated _____;

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 design, execute and complete the Works and remedy any defects therein, in conformity with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective Laws and the laws of the Republic of Trinidad and Tobago.

SIGNED by: _____

For and on behalf of the Employer in the presence of

Witness: _____

Name: _____

Address: _____

Date: _____

SIGNED by: _____

For and on behalf of the Contractor in the presence of

Witness: _____

Name: _____

Address: _____

Date: _____

SECTION 9 – SAMPLE FORMS

FORM 1B - BANKER'S REFERENCE LETTER

Date:

PRIVATE AND CONFIDENTIAL

National Agricultural Marketing And Development Corporation
(NAMDEVCO)

3¼ MM S.S Erin Road,
Debe,
Trinidad and Tobago

Dear Sir:

(Name of company)

The following information is provided at the request of our above-named customer, in strict confidence, without guarantee, for your private use and without responsibility on the part of this bank or its officials.

The captioned company is involved in (indicate nature of business) and has been banking with us since (year). Credit facilities in the (low, medium or high) (four, five or six) figure bracket have been marked for this account and are being handled to our satisfaction.

We consider the company good for normal contracting transactions and do not think that they would enter into any obligations they could not fulfil.

We hope that the foregoing report is suitable for your purposes.

Yours faithfully

(Signature) _____

(Position) _____

FORM 2B - ADVANCE PAYMENT SECURITY

Demand Guarantee

*[Guarantor letterhead or SWIFT
identifier code]* Beneficiary: *[Insert
name and Address of Purchaser]*
Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[Insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (___) *[insert amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor

of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[signature(s)]

SECTION 10 – COST PROPOSAL

DESIGN BUILD SERVICES FOR NAMDEVCO STORAGE FACILITY

SUMMARY ESTIMATE		
Item	DESCRIPTION	TOTAL
A	PRELIMINARIES, DESIGNS AND APPROVALS	
1.01	Preliminaries – Including but not limited to Supervision, Management, Administration, Site Set-up, Temporary Utilities, Temporary Facilities, Security, Fencing, Transport, Safety, Signage, Testing, Scaffolding, Equipment, Bonds & Insurances	
1.02	Continued Operation of Piarco Facility During Construction. The Piarco Facility shall remain open during the Works and the Contractor must schedule his activities to account for same. The processing of food takes place on the site therefore the Contractor is always obligated to maintain a clean and sanitary site including all necessary disinfection of sensitive areas and dust control. All work areas shall be sanitized, washed down and cleaned after each day's work activity in a manner acceptable to the Employer's Representative.	
1.03	Design Fees - Architectural, Structural & MEP Engineering Designs	
1.04	Geotechnical Investigation	
1.05	Topographical Survey	
1.06	Statutory Approvals	
1.07	Hand-over documents	
B	CONSTRUCTION WORKS	
2.0	DEMOLITION WORKS	
2.1	Demolition and removal of existing structure	
	Total Carried Forward	

SUMMARY ESTIMATE		
Item	DESCRIPTION	TOTAL
	Total brought forward	
3.0	SUBSTRUCTURE	
3.1	Clearing and Grubbing	
3.2	All Excavation Works	
3.3	Reinforced concrete foundation including ground floor slab, all compaction to 95% Modified Proctor Density, Concrete Blinding, Sand Blinding, Polythene Damp Proof Membrane and all Required Reinforcement.	
3.4	Termite Treatment (10 year Warranty)	
4.0	SUPERSTRUCTURE	
4.1	Concrete Works including building frame and reinforced concrete roof slab	
4.2	Roofing Works	
4.3	External Walls	
4.4	Internal Walls	
4.5	Doors	
4.6	Floor Finishes	
4.7	Wall Finishes	
5.0	MEP Services	
5.1	Electrical Installation	
5.2	HVAC Installation	
5.3	Safety Installation	
5.4	Communication and Security	
5.5	Builder's Works associated with MEP Installation	
	Total Carried Forward	

SECTION 11 – CONCEPTUAL DRAWINGS



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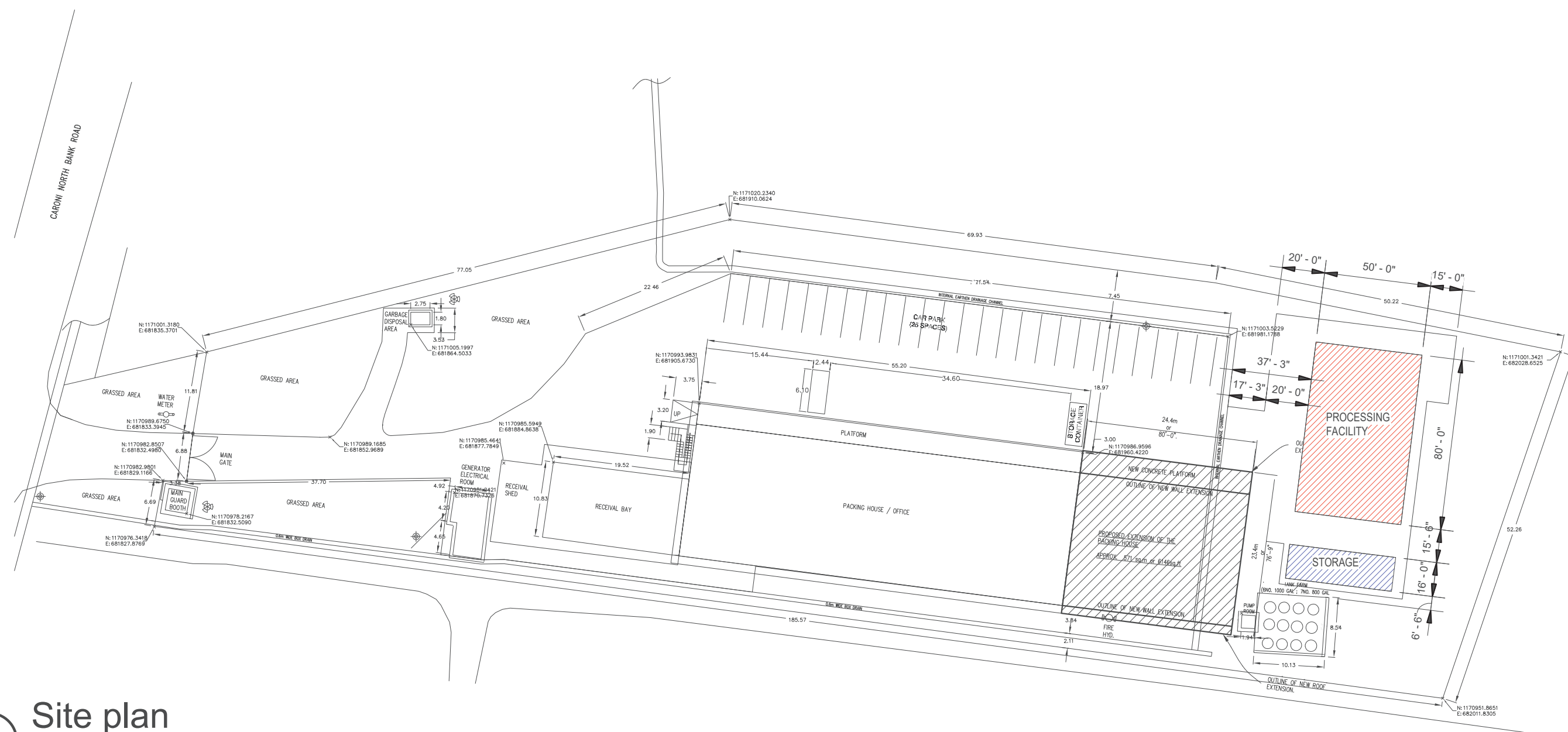
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PROPOSED SITE PLAN

Project number	2401
Date	JAN. 2024
Drawn by	DG
Checked by	ML

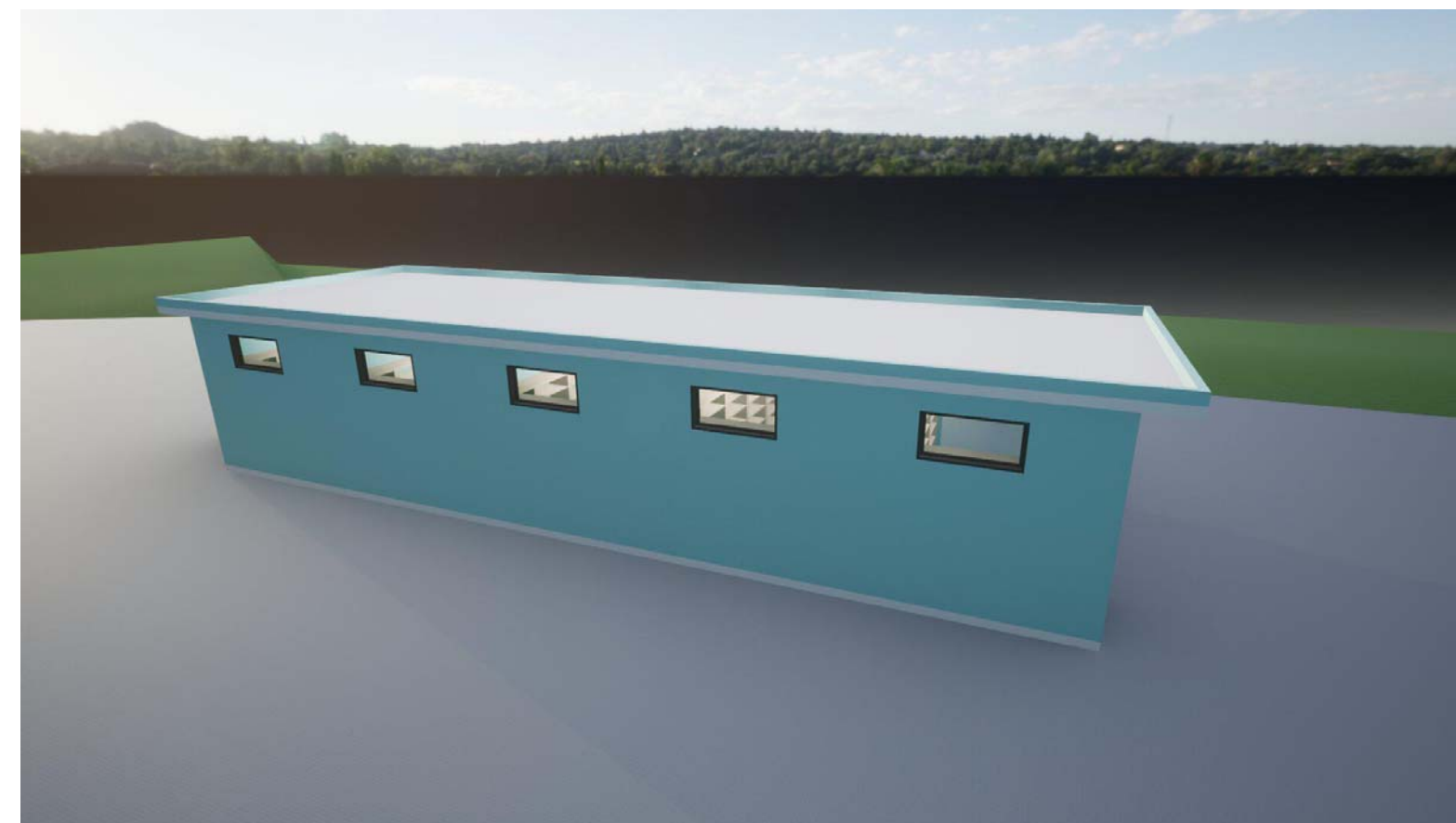
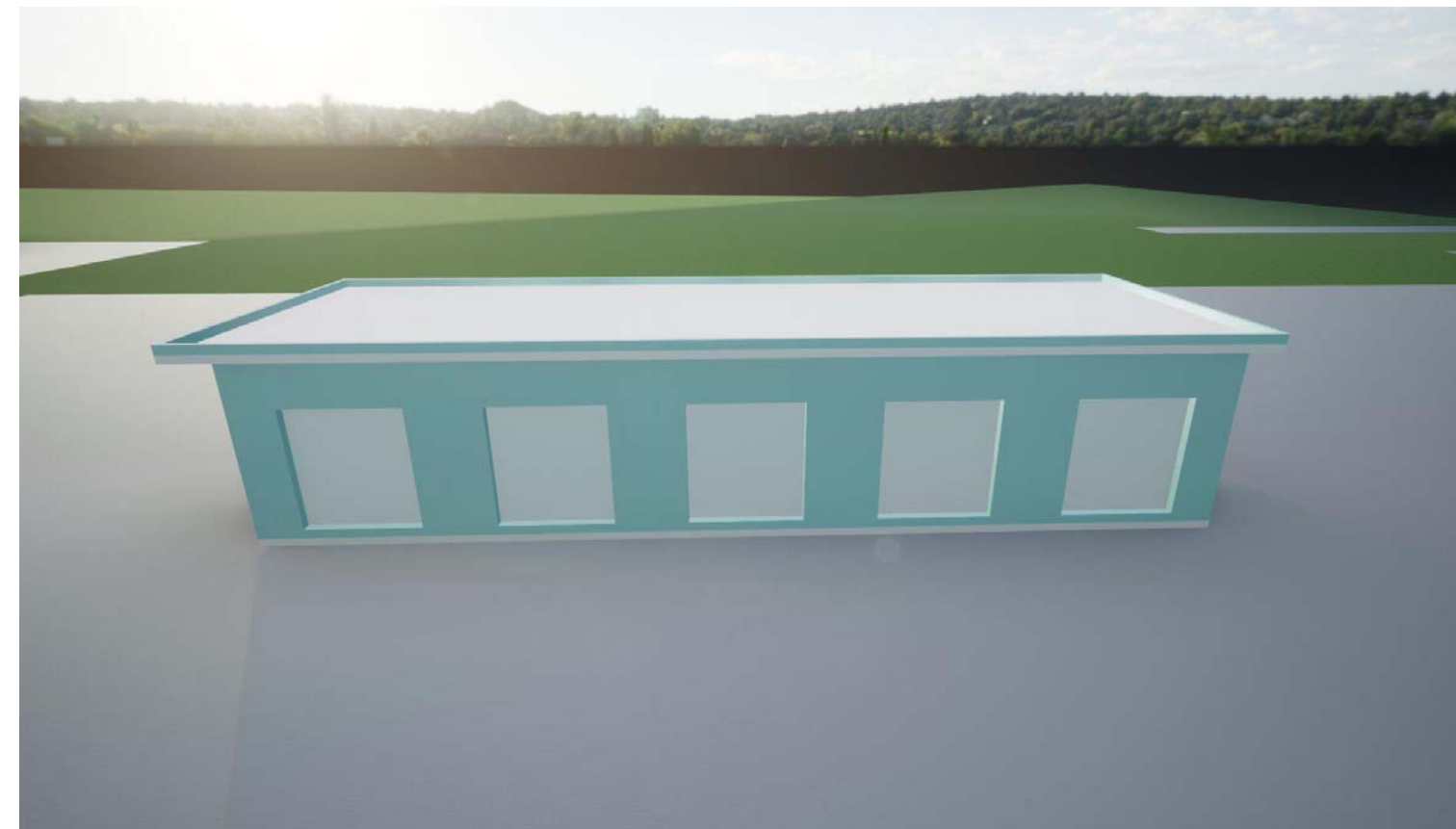
A1.100

Scale 1" = 50'-0"



1 Site plan
1" = 50'-0"

NAMDEVCO STORAGE FACILITY



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COVER SHEET

Project number 2412

Date JAN. 2025

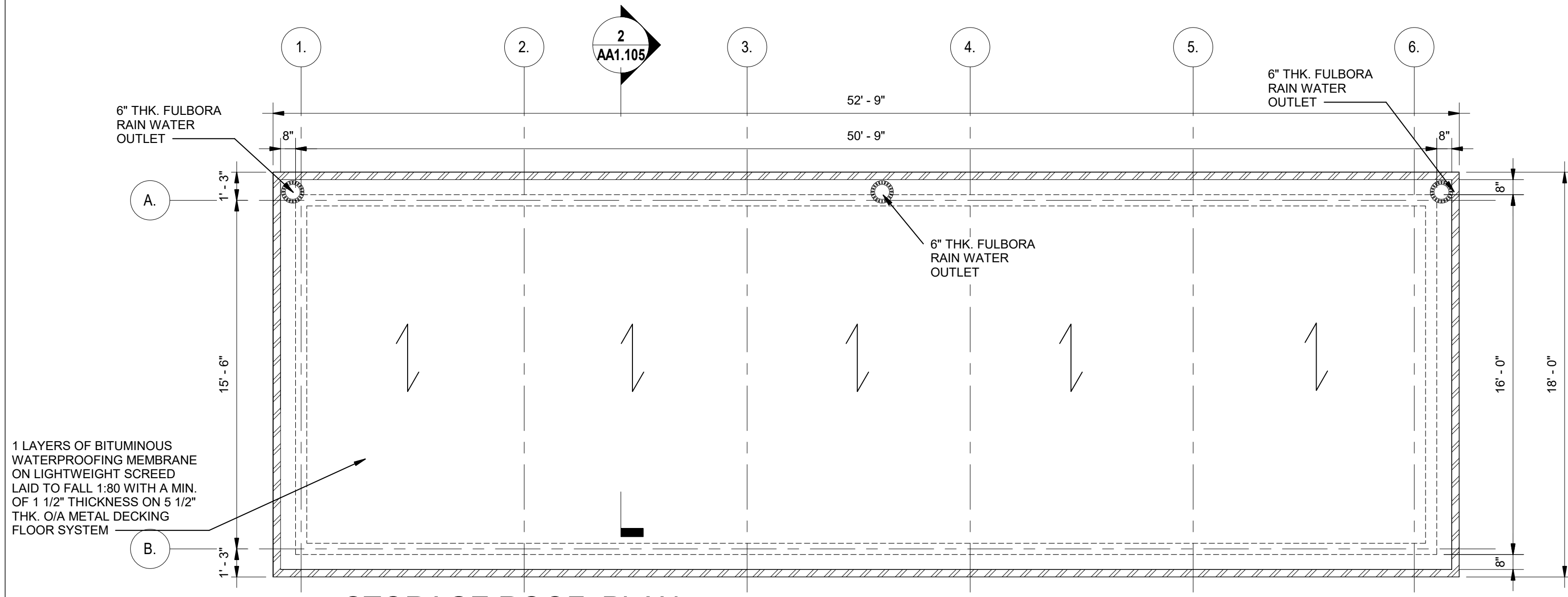
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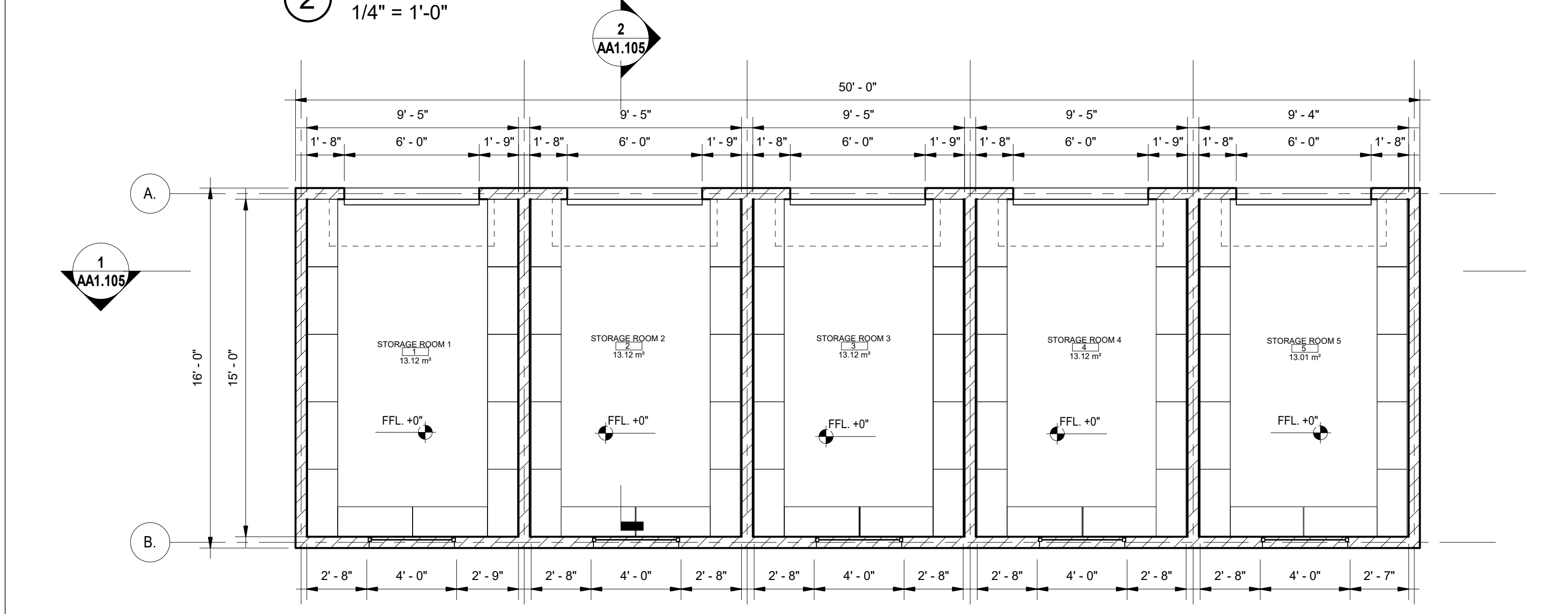
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Scale

DRAWING LIST Copy 1	
Sheet Name	Sheet Number
COVER SHEET	AA1.000
STORAGE GROUND FLOOR	AA1.101
STORAGE ELEVATION	AA1.102
STORAGE REFLECTED CEILING & POWER LAYOUT	AA1.103
STORAGE SERVICE POINT LAYOUT & VENTILATION	AA1.104
STORAGE- SECTIONS	AA1.105



2 STORAGE ROOF PLAN
1/4" = 1'-0"



1 GROUND FLOOR PLAN
1/4" = 1'-0"

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**NAMDEVCO
STORAGE FACILITY**

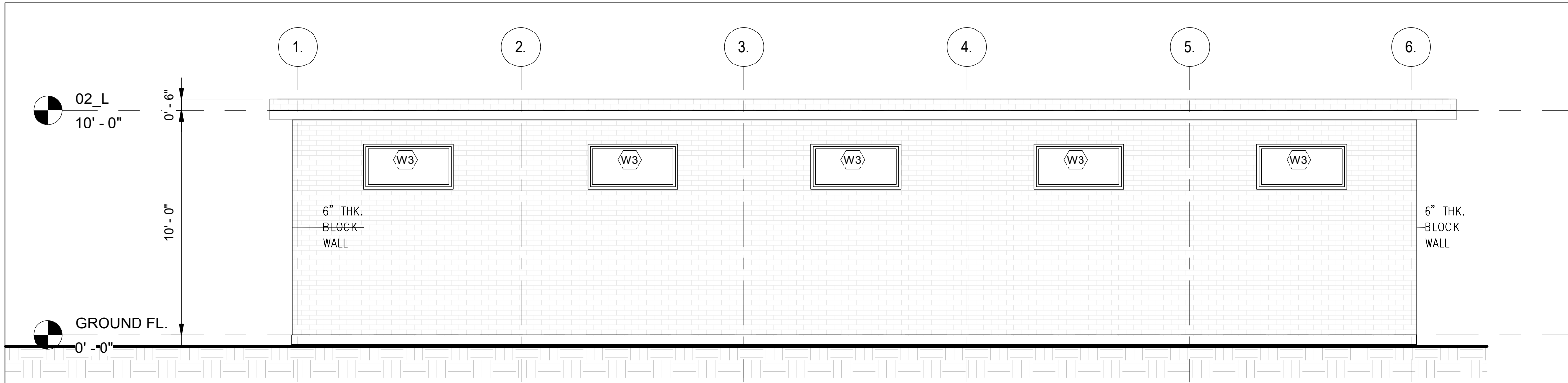
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STORAGE GROUND FLOOR

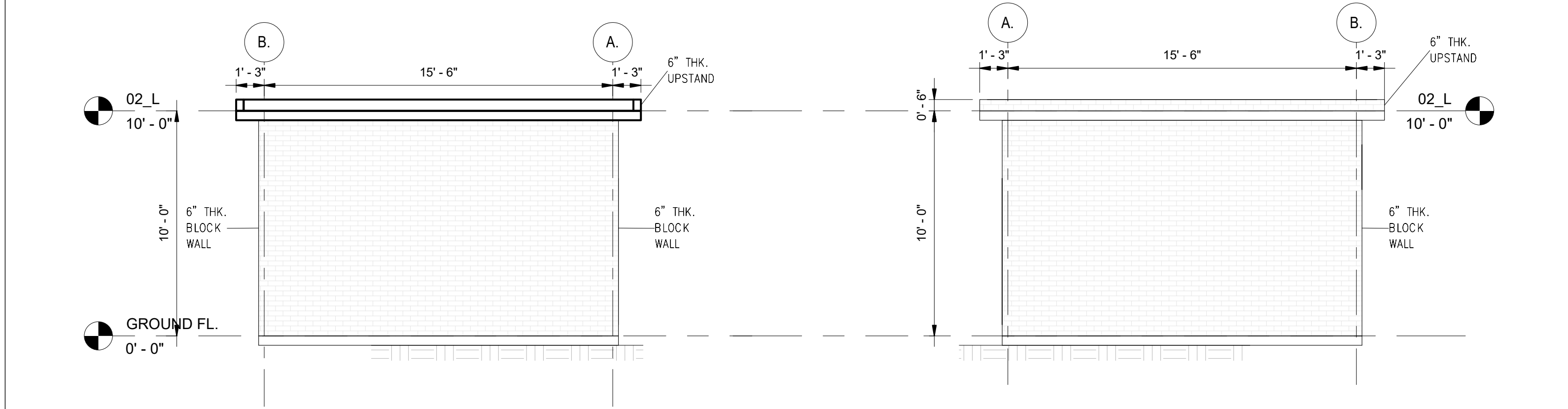
Project number 2412
Date JAN. 2025
Drawn by DG
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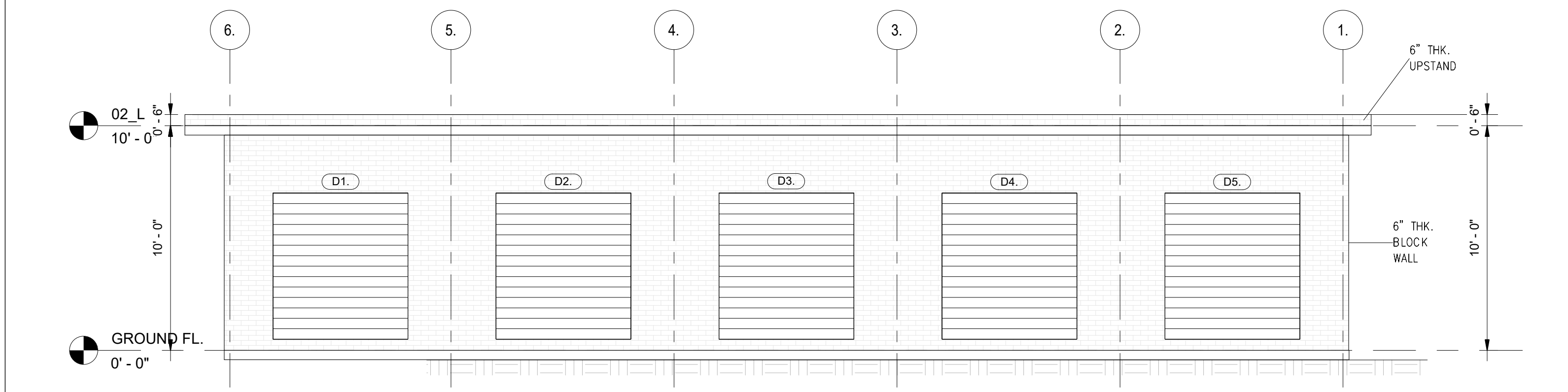


1 SOUTH ELEVATION.
1/4" = 1'-0"



2 WEST ELEVATION.
1/4" = 1'-0"

3 EAST ELEVATION.
1/4" = 1'-0"



4 NORTH ELEVATION.
1/4" = 1'-0"

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STORAGE FACILITY**

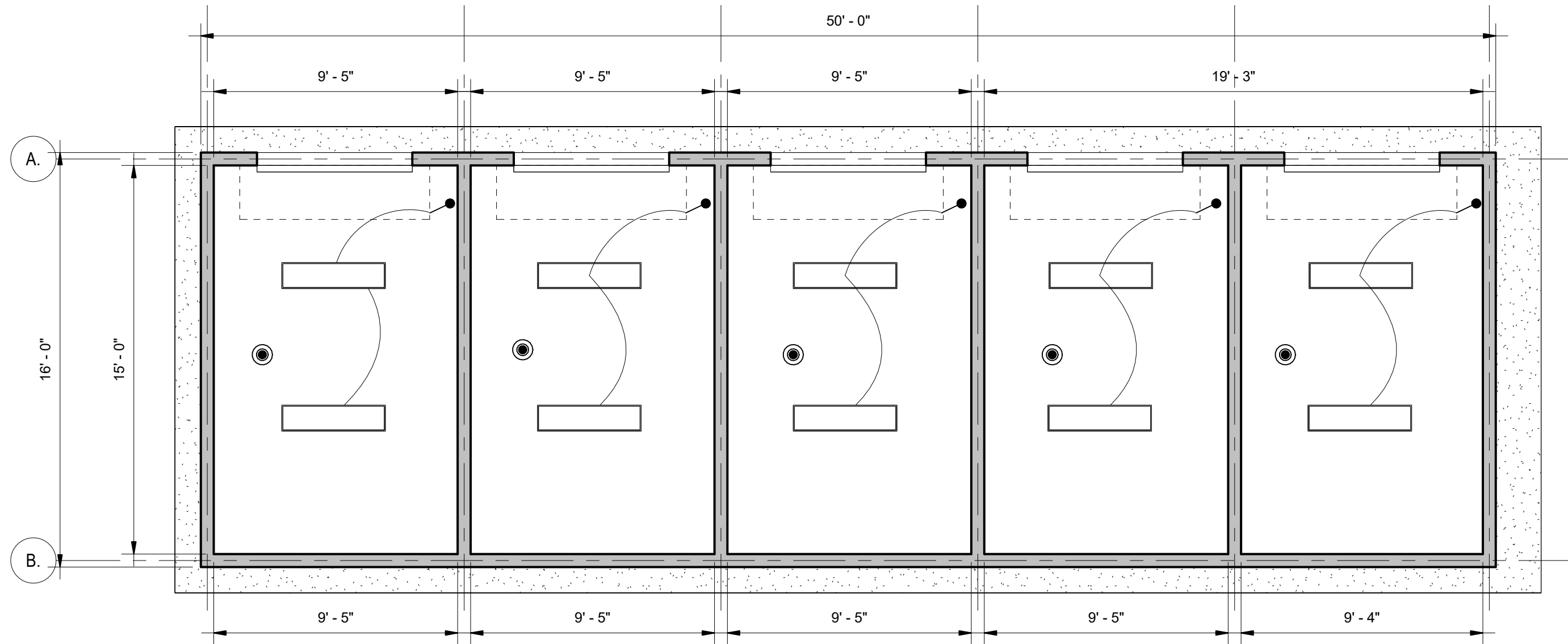
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STORAGE ELEVATION

Project number 2412
Date JAN. 2025
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






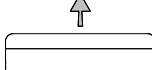
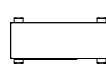





AA1.102

Scale 1/4" = 1'-0"



1 GROUND FL. - REFLECTED CEILING PLAN
1/4" = 1'-0"

LIGHTING LEGEND

-  4" (100mm) DIA. LOW PROFILE RECESSED DOWNLIGHTER
-  1 WALL MOUNTED UP & DOWN LIGHT RECEPTACLE. (Mounting height 7'-3" [1847mm] above Fl. Level)
-  2 WALL MOUNTED UP & DOWN LIGHT RECEPTACLE. (Mounting height 7'-8" [2337mm] above Fl. Level)
-  CEILING MOUNTED PENDANT LIGHT RECEPTACLE (Client to Select Type & Style)
-  6" (150mm) DIA. LOW PROFILE RECESSED DOWNLIGHTER
-  4" (100mm) DIA. LOW PROFILE RECESSED DOWNLIGHTER
-  T8E FLUORESCENT LIGHT FIXTURE - VAPOR PROOF WRAP AROUND
-  POOL LIGHT FIXTURE 250W - 12 VOLT UNDERWATER LIGHT FIXTURE. (Mounted 3'- 3 3/8" [1000mm] above Pool Floor Level)
-  WALL MOUNTED AC BLOWER UNIT
-  AC CONDENSER UNIT MOUNTED TO WALL FACE
-  SINGLE TOGGLE SWITCH
-  TWO WAY SWITCH
-  SINGLE TOGGLE SWITCH FOR WATER PUMP
-  DOWNLIGHT SWITCH (DIMMABLE)
- ELECTRICAL CONDUIT
-  SMOKE DETECTOR
- ELECTRICAL BREAKER PANEL



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STORAGE REFLECTED CEILING
& POWER LAYOUT

Project number 2412

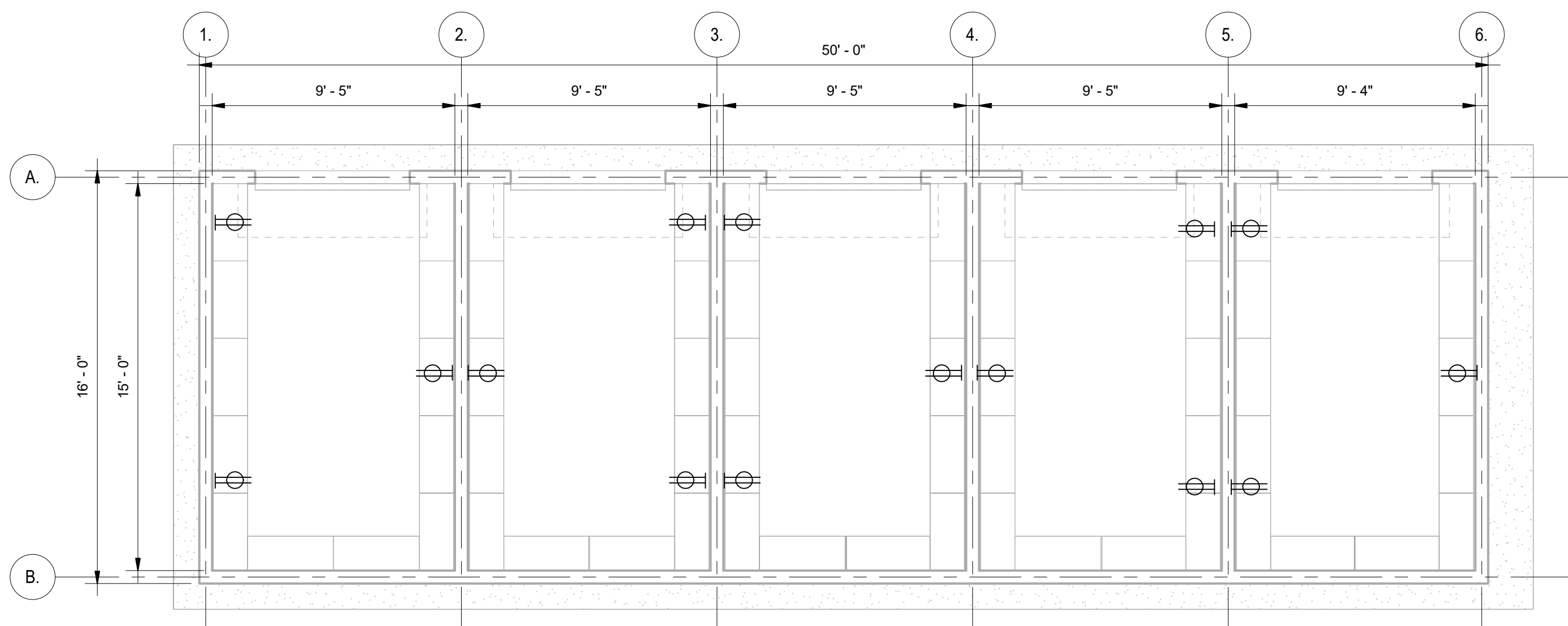
Date JAN. 2025

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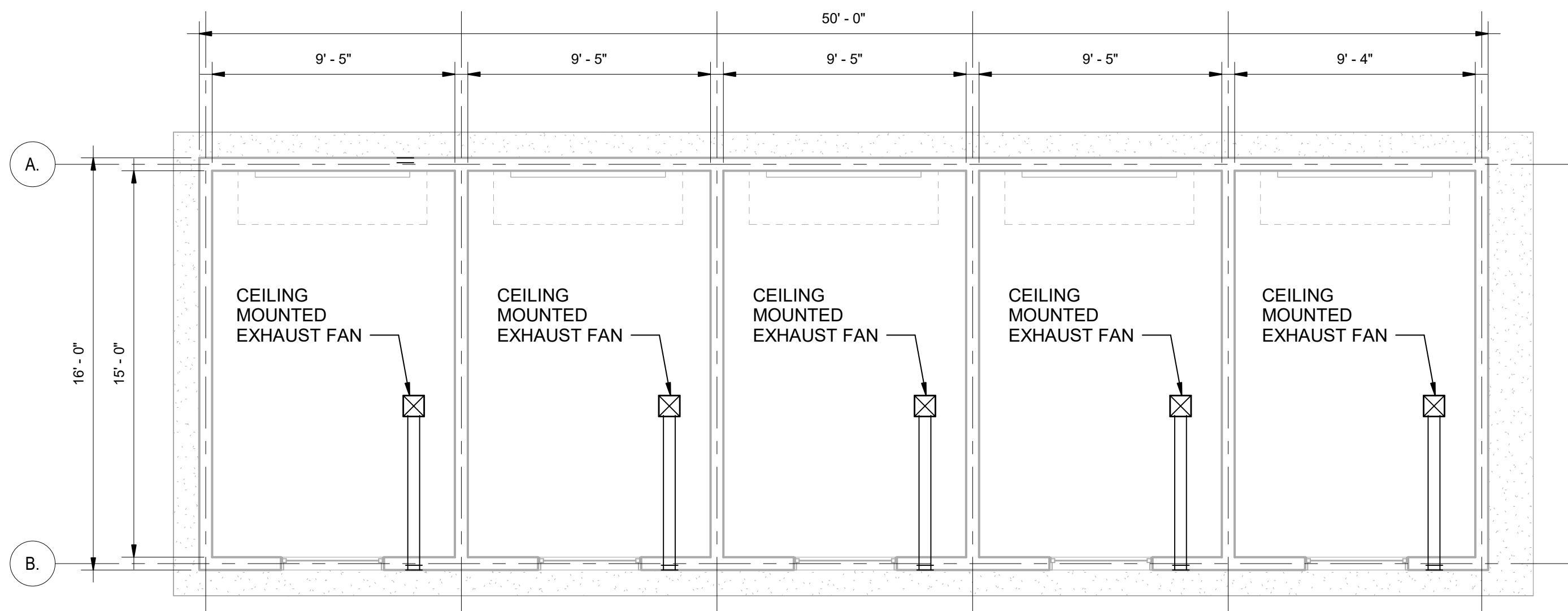
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Scale 1/4" = 1'-0"



1 GROUND FL. SERVICE LAYOUT
1/4" = 1'-0"



2 GROUND FL. SERVICE LAYOUT
1/4" = 1'-0"



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NAMDEVCO
STORAGE FACILITY

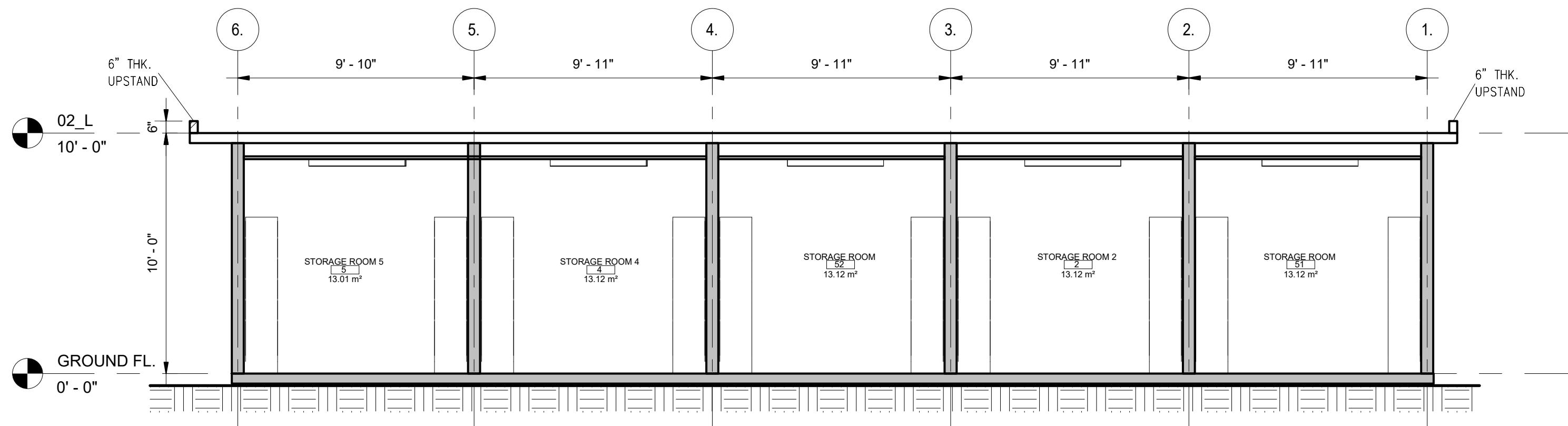
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STORAGE SERVICE POINT
LAYOUT & VENTILATION

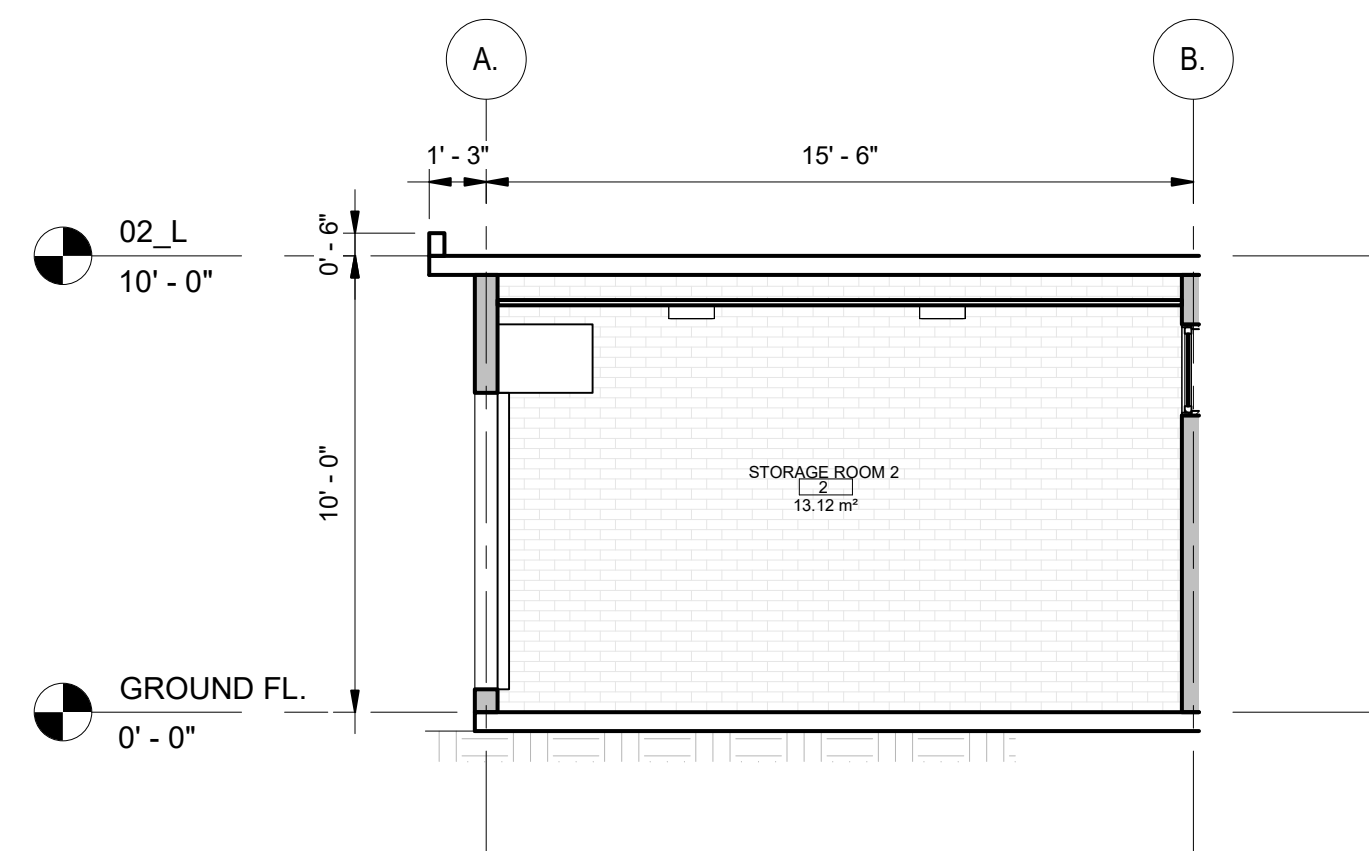
Project number 2412
Date JAN. 2025
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Scale 1/4" = 1'-0"



1 SECTION 1-1.
1/4" = 1'-0"



2 SECTION 2-2.
1/4" = 1'-0"

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No.	Description	Date

NAMDEVCO STORAGE FACILITY	
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STORAGE- SECTIONS	
Project number	2412
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Drawn by	DG
Checked by	
AA1.105	
Scale	1/4" = 1'-0"