



INSTRUCTIONS TO TENDERERS FOR

The Provision of Industrial Cleaning Services
to the Environmental Protection Department



ENVIRONMENTAL PROTECTION DEPARTMENT

INTRODUCTION

1. The purpose of the Instructions to Tenderers document is to identify a suitable agency (hereafter referred to as Consultant) to provide industrial cleaning services to the Environmental Protection Department, Ministry of Environment and National Beautification, Green and Blue Economy.

BACKGROUND

2. The Environmental Protection Department (hereafter referred to as the Department) is a government department within the Ministry of Environment and National Beautification, Green and Blue Economy. The Department is a regulatory agency which carries out a number of functions in the area of environmental management such as ambient air quality and water quality management.

STATEMENT OF WORK

3. The Consultant will be required to conduct an industrial cleaning of the offices, basement and file storage area of the Department (approximately 9,800 sq. ft) located at L. V. Harcourt Lewis Building, Dalkeith, St. Michael.
4. The offices are located on two floors of the building and consist of individual offices, a conference room, open plan work areas, two lunchrooms, seven bathrooms (two with showers), one lobby and a basement. The file storage area is a forty-foot container with approximately (10, 000 to 15,000) files stacked on shelves.
5. The industrial cleaning should be conducted on a quarterly basis i.e. four times during a one year period and include but is not limited to the following:

Office and Basement

- i. Cleaning and polishing all tiled floors;
- ii. Cleaning and shining all glass windows;
- iii. Cleaning all doors and office dividers;
- iv. Cleaning and sanitizing all bathrooms and sanitary facilities;
- v. Cleaning and sanitizing all lunch rooms;
- vi. Dusting, wiping and sanitizing all air conditioning vents and grills;
- vii. Cleaning and sanitizing handrails in stairwells;
- viii. Cleaning, shampooing and sanitizing the carpet in the Conference room;
- ix. Cleaning, shampooing and sanitizing all fabric chairs;

- x. Dusting, wiping and cleaning all desks, counters, shelves and other surfaces;
- xi. Dusting, wiping and sanitizing all telephones, computers and other office equipment;
- xii. Cleaning and sanitizing all drinking fountains;
- xiii. Removing and/or shifting filing cabinets to gain access to clean behind, beneath and around them and return them to their original positions upon completion;
- xiv. Dusting, wiping and cleaning all switches, lights and light fixtures; and
- xv. Cleaning and burnishing all frames, casements and sills.

File Storage

- i. Removing files from shelves and place in previously agreed area for cleaning and sanitizing;
- ii. Dusting, cleaning and sanitizing all shelves;
- iii. Returning the clean and sanitized files to the clean and sanitized shelves taking care to replace files in the same place and order from whence they were removed;
- iv. Dusting, wiping and sanitizing all light fixtures; and
- v. Wet moping and sanitizing the floor.

DURATION

- 6. The successful Consultant will be awarded a fixed contract for a period of two (2) years commencing April 1, 2023 and concluding March 31, 2025.

SCOPE OF SERVICES

- 7. The industrial cleaning services of the premises of the Environmental Protection Department, L. V. Harcourt Lewis Building, Dalkeith, St. Michael are to be completed within the first three weeks of each quarter and performed on days when the office is closed i.e. Saturday and Sunday.
- 8. All costs (equipment, cleaning supplies etc.) associated with industrial cleaning will be the sole responsibility of the Consultant.
- 9. At the end of each quarter, upon the completion of the industrial cleaning, the Consultant will provide an invoice detailing the services provided to the Director of the Department to request payment.

APPLICATION PROCEDURE

- 10. Prospective tenderers will be invited to attend a meeting on **Wednesday, September 21, 2022** the in Conference Room, Environmental Protection Department, **L. V. Harcourt Lewis**

Building, Dalkeith, St. Michael commencing at **10:00 a.m.** to facilitate the preparation of estimated costs and to discuss any concerns with the Invitation for Tender.

11. Subsequent to the meeting with prospective tenderers, the period allocated for the preparation and submission of tenders will be twenty-one (21) days.

SELECTION CRITERIA

12. The tenders will be assessed using the criteria outlined in Table 1.

Table 1: Tender assessment criteria.

CRITERION	DESCRIPTION	MEASURE	MAXIMUM SCORE	WEIGHTING
Experience	The number of years experience providing similar services.	The number of years experience in the field.	10	15
	The proven record of the company with provision of similar services.	List of similar contracts awarded within the past five years.	10	35
Proposed Methodology	Methods to be used to carry out the cleaning activities	Efficacy of the proposed methods and the use of environmentally friendly products.	10	30
Cost	The cost for the provision of services.	The cost of the tender.	15	20

13. The conforming tender with the highest score will be selected.
14. The Department reserves the right to accept or reject any tender and to reject all tenders.

TENDER SUBMISSION AND FORMAT

15. Tenderers should submit the completed Form of Tender along with one (1) hard copy of the tender in the format provided in the following paragraph. Tenders should be delivered, in a sealed

envelope labelled with the subject given below, to the address below no later than 4:30 p.m. on Wednesday, October 12, 2022.

**Director
Environmental Protection Department
L. V. Harcourt Lewis Building
Dalkeith
St. Michael**

**Subject: Invitation to Tender for the Provision of
Industrial Cleaning Services to Environmental
Protection Department**

16. The tenders should follow the format provided below and should be no more than twenty-five (25) pages, excluding appendices.
 - i. *Company Background*

This section should contain a brief overview of the business and clearly identify the number of years of operation of the business. A copy of the certificate of incorporation or business registration certificate should also be included in the submission. The Certificate of Incorporation means a Certificate of incorporation issued under the 1985 Companies Act of Barbados or a Certificate of Continuance and/or a Certificate of Amalgamation or a Certificate of Amendment dated after December 31, 1984.
 - ii. *List of Similar Contracts and Experience*

List similar contracts undertaken within the last five years and current contact information for at least five of the organizations where cleaning services were provided.
 - iii. *Proposed Methodology*

The proposal shall provide a detailed description of the approach to cleaning the specified areas inclusive of the floors, wall, vents, carpets, files, air handling rooms, and storage areas. The list of chemicals, how and where there will be used and the anticipated quantities should be detailed. The material safety data sheets for all chemicals should also be provided.
 - iv. *Proposed Cost*

Specify the overall cost in Barbadians Dollars to perform the services and a breakdown of cost in relation to the activities outlined in the statement of work. The quote for the services should be set out in the two financial years of the Contract period.

17. The Form of Tender at Appendix A must be completed and submitted with tender.

PAYMENT

18. Once each cleaning service has been completed to the satisfaction of the Director, one quarter of the annual value of the contract will be disbursed to the Consultant.

TERMS AND CONDITIONS

19. The proposed contract for the provision of services is included in Appendix B.

APPENDIX A
Form of Tender



FORM OF TENDER

TO: The Director
Environmental Protection Department
Ministry of Environment and National Beautification, Green and
Blue Economy
L. V. Harcourt Lewis Building
Dalkeith
ST. MICHAEL

Tender for the Provision of Industrial Cleaning Services to Environmental Protection Department

1. Having read and understood the relevant Tender Notice and Instructions to Tenderers and having also obtained further particulars from the Environmental Protection Department, Ministry of Environment and National Beautification, Green and Blue Economy, I/we hereby offer to supply the services tendered for in the attached tender at the price stated in said tender.
2. I/We undertake, if our tender is accepted, to satisfy the requirements of the Environmental Protection Department and guarantee to supply the services on a quarterly basis over the two-year period 2023 to 2025 at such times as agreed by the Environmental Protection Department.
3. I/We agree that all deliveries shall be at our expense.
4. I/We agree to comply with the conditions set out in the Tender Notice, specifications and Instructions to Tenderers.
5. I/We agree to abide by this Tender for the period of ninety (90) calendar days from the date fixed for receiving the same and it shall remain binding upon me/us and may be accepted at any time before the expiration of that period.
6. Unless, and until a written Agreement is prepared and executed, this Tender together with written notification of award and our acceptance thereof shall constitute a binding contract between us and the Government of Barbados.

7. I/We understand that the Government of Barbados is not bound to accept the lowest or any Tender.

Name of Tenderer:

Address:
.....
.....

Telephone No.:

Email Address:

Signature:

Date:

APPENDIX B

Contract

Contract

No.:

BARBADOS

PARTIES

THIS AGREEMENT made this **[Insert day (ordinal form)]** day of **[Select month] [Insert year]** BETWEEN the GOVERNMENT OF BARBADOS acting herein through the ENVIRONMENTAL PROTECTION DEPARTMENT (hereinafter referred to as “the EPD”) of the ONE PART and **[Name of Company]** a company incorporated and registered under the Companies Act, Cap. 308 of the Laws of Barbados with its registered office at **[Address]** in the parish of **[Parish]** in this Island (hereinafter called “the Consultant”) of the OTHER PART.

RECITALS

WHEREAS the Government is desirous of engaging the services of the Consultant to **[Insert Clear & Concise Description of Services to be Provided]** in keeping with the procurement statement of work contained in Appendix I (hereinafter called “the Services”);

AND WHEREAS the Consultant submitted a proposal in response to the Invitation for Bid (hereinafter called “the IFB”) contained in Appendix I hereto and has agreed to provide the aforementioned

Services upon the subject to the terms and conditions hereinafter set forth;

NOW IT IS HEREBY AGREED as follows:-

1. APPOINTMENT OF CONSULTANT

1.1 The Government hereby appoints the Consultant and the Consultant hereby accepts the appointment to provide the Services as set out in the IFB annexed hereto and in keeping with the Proposal submitted by the Consultant also annexed hereto as **Appendix II**.

2. SCOPE OF SERVICES

2.1 The Consultant shall perform the Services as described in the IFB **(Appendix I)**.

3. CONTRACT PERIOD

3.1 The Consultant shall perform the Services provided for hereunder during the period **[Full Date], [Insert Year] to [Full Date], [Insert Year]**.

4. FEES AND METHOD OF PAYMENT

4.1 The Government will pay to the Consultant a fee of **[Fee in Words]** **Barbados Currency, (BDS\$**) for the satisfactory performance of the Services under this Agreement.

4.2 The fee set out above shall be the sole all-inclusive remuneration due to the Consultant for the Services under the Agreement.

4.3 The said fee shall be paid in accordance with the Payment Schedule as set out in the Terms & Conditions (**Appendix IV**).

5. CONDITIONS OF CONSULTANCY

5.1 The Consultant shall carry out the Services required hereunder in accordance with the Terms and Conditions attached hereto as Appendix III.

6. REPORTING

6.1 For the purposes of section 6 of the Conditions the following addresses are specified.

If to the Consultant:

[Name]
[Post]
[Address]

Telephone:
Facsimile:
Email:

If to the Government:

[Name]
[Post]
Environmental Protection
Department

L.V. Harcourt Lewis Building
Dalkeith

St. Michael
Telephone: (246) 535-4600
Facsimile:(246)228-7103
Email:

7. APPENDICES

7.1 The following appendices shall form an integral part of this Agreement:

- Appendix I - Invitation for Bid
- Appendix II - Proposal
- Appendix III - Terms and Conditions
- Appendix IV - Payment Schedule
- Appendix V - Further Terms and Conditions

IN WITNESS WHEREOF the said parties hereto have executed this Agreement on the date first hereinbefore written.

SIGNED BY)
	<hr/>
	<i>(print name)</i> <i>(signature)</i>
Director)
Authorized Officer,)
Environmental Protection)
Department for and on)
behalf of)
the GOVERNMENT in)
the presence of:)

Signature *(of Witness)*:
Name *(print)*:
Address:
Calling or Description:

SIGNED BY)

	<i>(print name)</i> <i>(signature)</i>
[Post])
Authorized Officer of)
[Company Name],)
the Consultant in)
the presence of)

Signature *(of Witness)*:
Name *(print)*:
Address:
Calling or Description:

Contract No.:

DATED THE

DAY OF

20

AGREEMENT

BETWEEN

THE GOVERNMENT OF
BARBADOS

AND

CONSULTANT

TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions and interpretation shall apply, unless the context otherwise requires, to these Terms & Conditions and the Agreement:-

“Agreement” means the Agreement annexed hereto.

“Consultant” means the individual, firm or company by whatever name referred that is hired by the Government under the Agreement to perform the Services set out in the IFB (Appendix 1);

“Deliverable” means anything, as merchandise, that is or can be delivered, especially to fulfill a contract;

“Force Majeure” means Acts of God, strikes, and other labour disputes, lockouts or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrections, riots, epidemics, landslides, hurricanes, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, any event or situation that cannot be circumvented or avoided by the Consultant through economic means which makes it impossible for the Consultant to carry out its contractual obligations in whole or in part, for a defined or undefined period of time and other similar events not within the control of either party and which by the exercise of due diligence neither party is able to overcome;

“Head of Department” means the person for the time being bearing that respective title in the Department named in the parties clause of the Agreement.

“Services” means the description of the Services required to be performed by the Consultant as provided in the Agreement or in any other document incorporated in the said Agreement.

- 1.2 Unless the context otherwise requires:
- (a) words in the singular shall include the plural and words in the plural shall include singular;
 - (b) words denoting the masculine gender shall include the feminine and neuter gender also and vice versa;
 - (c) the headings shall not limit, alter or affect the meaning of any provision.

2. OBLIGATIONS AND DUTIES OF THE CONSULTANT

- 2.1 The Consultant shall exercise all reasonable skill, care and diligence in the discharge of its duties under the Agreement in accordance with generally accepted standards of professional competence.
- 2.2 The Consultant shall not engage directly or indirectly in any other business or professional activities in conflict with the performance of its duties under the Agreement or which, in the opinion of the Government, hinder the performance of its duties under the Agreement.
- 2.3 The Consultant shall submit such documentation as may be required pursuant to the IFB or other contract document.
- 2.4 The Consultant shall liaise with the Head of Department or his nominee during the period of the Agreement. All input of the

Consultant shall be carried out with and under the overall supervision of the Head of Department.

3. INDEMNITY

3.1 The Consultant shall save and keep the Government harmless and indemnified from and against all claims, losses, damages, costs, expenses, actions and other proceedings made, sustained or brought against the Government which are occasioned by or attributable to an injury, infringement or damage arising from any negligent act or omission of the Consultant, its agents or employees in the performance or purported performance of its functions and duties pursuant to the Agreement but not including acts or omissions of servants or agents of the Government.

4. UNDERTAKINGS OF THE GOVERNMENT

4.1 The Government agrees to, where necessary-

(a) Facilitate the acquisition of access to such locations as may be required to enable the Consultant to carry out the Services;

(b) Use its best endeavours to facilitate the Consultant's work by undertaking timely scheduling of activities.

(c) Forward to the Consultant its observations and comments on the quality of work provided by the Consultant as may be required by the IFB or other contract document within a reasonable period upon completion of the services provided.

PROPERTY IN DATA AND MATERIALS

5.1 The copyright and all other proprietary rights whatsoever of all plans, reports, documentation or other material developed by the Consultant for the execution of its obligations under the Agreement vest in and are the absolute property of the Government.

6. REPORTING

6.1 Any notice or request required or permitted to be given or made under the Agreement shall be in writing and signed by the party giving such notice and may be hand delivered or sent by registered mail, postage prepaid or by facsimile with electronic confirmation of uninterrupted transmission by transmission report or the recipient's confirmation by telephone to the sender that the recipient has received the facsimile message to the party to which it is required to be given or made at such party's address specified in the Agreement or at such other address as the party shall have specified in writing to the party giving such notice or making such request.

7. ENTRY INTO FORCE, ASSIGNMENT, MODIFICATION, DEFAULT AND TERMINATION

7.1 The Agreement shall become effective on the date of second signature by the parties unless otherwise specified in the Agreement.

7.2 The Consultant shall not without the prior written consent of the Government assign, sub-contract or transfer any benefits or obligations arising under the Agreement or any part thereof.

7.3 If circumstances arise which call for modification of the Agreement such modification shall be made by mutual consent given in writing.

7.4 Should the Consultant default in fulfilling any of its obligations under the Agreement the Government shall be entitled to determine the Agreement in which case the provisions of section 7.7 below shall apply without prejudice to its rights to claim damages from the Consultant if there are grounds for so doing.

- 7.5 Neither party shall be liable for any default due to an even of force majeure. Provided that the Government shall be entitled to terminate or suspend the Agreement if the Consultant is unable to perform its duties under the Agreement by reason of any event aforesaid.
- 7.6 Notwithstanding anything contained in the Agreement, the Government may, at any time by notice in writing, suspend or terminate the Agreement in whole or in part by requiring the Consultant to stop performing the Services or any part thereof. The period of notice shall be no less than one week.
- 7.7 The Government shall, in the case of termination or suspension, owe the Consultant or its successors and assigns against surrender of any documents required or necessary for the continuation of the Services, in so far as they are available, such part of the remuneration as corresponds to the state of the Services of the Consultant under the Agreement.

8. TERMINATION FOR CORRUPTION

- 8.1 The Government may summarily terminate the Agreement in cases where there is evidence that:
- (a) the Consultant or its agent has offered or given to any person any gift or consideration of any kind as an inducement or reward for doing, or forbearing to do or having done or forborne to do any action in relation to the obtaining or execution of the Agreement;
 - (b) the Consultant has shown favour or disfavour to any person in relation to the Agreement;
 - (c) the Consultant or its agent in relation to any Government contract has committed an offence under the Prevention of Corruption Act, Cap. 144 or any Act replacing the same.

8.2 In the event that the Agreement is terminated in accordance with section 8.1 above the Consultant shall be liable for any loss or damage resulting from such termination, notwithstanding any criminal liability which may thereby be incurred.

9. NON DISCLOSURE

9.1 Any information acquired by the Consultant in the course of its services under the Agreement regarding the policy or processes of the Government shall be treated as secret and confidential and such “Confidential Information” shall not be disclosed to any person, firm or company without the prior authority in writing from the Government.

9.2 “Confidential Information” shall not include information which is or becomes public knowledge through no fault, unlawful or wrongful act of the Consultant or is disclosed pursuant to law, court order, or duly authorized subpoena.

9.3 This restriction shall continue to apply after the termination of the Agreement without limit in point of time unless and until such policy or processes shall become public knowledge.

10. GENERAL

10.1 Any and all rights, powers, authorities and discretions expressed in the Agreement to be conferred upon or vested in the Government may be exercised by the Head of Department named in the parties clause of the Agreement or any other person designated in writing for that purpose by the said Permanent Secretary or Head of Department.

10.2 Any provision hereof which is prohibited, unlawful or unenforceable under the applicable law shall be ineffective without affecting any other provision, or shall be deemed to be severed or modified to conform with such law and the remaining provisions hereof shall remain in full force, provided that the purpose of the Agreement thereby can be effected.

10.3 The Agreement and any annexes or appendices thereto shall supersede all documents and agreements, written and verbal, in respect of the subject matter thereof and represents the entire agreement between the parties thereto.

11. MEETINGS

11.1 Notwithstanding the meetings stipulated in the Agreement, the Consultant shall avail himself to meet with the Head of Department and or his designate if and when the Head of the Department deems such meetings to be necessary.

12. ACCEPTANCE

12.1 The services provided by the Consultant shall be deemed satisfactory if and only if the services:

- (a) Are consistent with the services and conditions contained in Appendix I;
- (b) Complies with the proposal contained in Appendix II.

PAYMENT SCHEDULE

The payments shall be made in equal installments of Barbados currency (BDS \$) by the following times during the contract period provided a report on the works completed has been approved by the Environmental Protection Department and an invoice has been submitted.

1st payment – June 30, 2023

2nd payment – September 30, 2023

3rd payment – December 31, 2023

4th payment – March 31, 2024

5th payment – June 30, 2024

6th payment – September 30, 2024

7th payment – December 31, 2024

8th payment – March 31, 2025

FURTHER TERMS AND CONDITIONS

1. Environmental Protection Department shall notify the Contractor in writing at the commencement of the Contract.
2. An inspection shall be conducted by a representative of the Environmental Protection Department after the completion of an industrial cleaning to ensure the standard of the industrial cleaning is satisfactory.
3. The Contractor shall provide a written report on the services provided in a format agreed by both parties.
4. The Contractor shall be fully responsible for the safe and proper handling of the Department's furniture and equipment whilst performing the services under this Contract.
5. The Contractor shall employ personnel who shall be fit and competent to perform and carry out the services under this Contract.
6. The Contractor shall provide identification to be worn by its personnel at all times whilst performing the services under this Contract.
7. The Contractor will not enter or permit entry of its personnel in any building or area at Environmental Protection Department from which its personnel is expressly excluded except permission has been previously obtained from Environmental Protection Department.
8. The Contractor shall not copy or access any information of the Environmental Protection Department whilst performing the services under this Contract. Any breach by the contractor or its personnel of this clause shall be grounds for termination of this Contract without notice.
9. The Contractor shall not assign or transfer this Contract without the written consent of Environmental Protection Department.

10. This Contract may be terminated at any time without obligation by either party upon thirty days written notice to the other party. In the event this Contract is terminated as aforesaid the Contractor shall refund to Environmental Protection Department a portion of any service charges paid in advance which is reasonable under the circumstances.

11. All notices under this Contract shall be deemed to be duly given upon delivery, if delivered by hand or three days after posting, (Saturdays, Sundays and Public holidays excluded), if sent by registered post to a party at the address set out herein or to such other address as a party may designate by notice pursuant hereto.