



# GOVERNMENT OF THE VIRGIN ISLANDS

## Request for Proposal

Professional Cleaning Services for the Attorney General's  
Chambers

T.T.T. Building, Tortola, British Virgin Islands

SEPTEMBER 12, 2025

GOVERNMENT OF THE VIRGIN ISLANDS  
CENTRAL ADMINISTRATION COMPLEX  
33 ADMIN DRIVE  
ROAD TOWN, TORTOLA  
BRITISH VIRGIN ISLANDS

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## **1. INSTRUCTIONS TO TENDERERS**

### **1.1. Description of Works**

1.1.1. The Government of the Virgin Islands (GOVI) acting through the Attorney General's Chambers (AGC) invites sealed tenders from qualified and experienced cleaning service providers to deliver comprehensive, reliable, and secure cleaning services for the Attorney General's Chambers, located at the T. T. Building, Road Town, Tortola BVI. The AGC is a six-floor facility covering approximately 18, 705 square feet. The Tenderer/Contractor shall provide cleaning services to ensure a safe, hygienic, and professional environment appropriate for the conduct of sensitive legal operations.

### **1.2. Institutional Context and Standards**

1.2.1 The AGC serves as the central legal institution of the GOVI and is responsible for managing highly confidential and sensitive matters. In light of these responsibilities, the successful Tenderer must demonstrate the capacity to maintain the highest standards of cleanliness, hygiene, confidentiality, and professionalism, thereby supporting the secure and efficient functioning of Chambers.

### **1.3. Eligibility and Qualification Requirements**

1.3.1. This Request for Proposal is open to any qualified and suitable professional cleaning service company operating in the British Virgin Islands.

1.3.2. The Tenderer shall submit with his tender all necessary evidence to establish he has met the qualifying criteria.

1.3.3. Tenderers may submit only one tender for this Request for Proposal. Submission by a Tenderer of more than one tender will result in the disqualification of all tenders to which the party is involved.

### **1.4. Cost of Tendering**

1.4.1. The Tenderer shall bear all costs associated with the preparation and submission of his tender. The Employer will not accept responsibility or liability for these costs whatsoever, regardless of the outcome of the tendering process.

## 1.5. Pre-Tender Meeting

- 1.5.1. The Tenderer is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the tender and entering into a Contract. The costs of visiting the Site shall be at the Tenderer's own expense.
- 1.5.2. The Tenderer and any personnel or agents will be granted permission by the Employer to enter unto the premises and lands for the purpose of such inspection, but only upon the express conditions that the Tenderer, his personnel or agents, will release and indemnify the Employer and his personnel and agents from and against all liability in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expense however, caused, which but for the exercise of such permission would not have arisen.
- 1.5.3. The Tenderer and any of his personnel or agents are invited to an in- person pre-tender meeting on **Saturday 20<sup>th</sup> September, 2025 at 11:00 a.m.** Tenderers will be required to confirm their attendance by **Friday 19<sup>th</sup> September, 2025 at 12:00 noon**, by emailing **agc.gov.vg** using the subject heading: *"Request for Proposal- Professional Cleaning Services for the Attorney General's Chambers"*. Please include the name of the tenderer, and the representative.
- 1.5.4. The purpose of the pre-tender meeting will be to clarify issues or concerns and to answer questions on any matter that may be raised at that stage.

## 1.6. Content of Tender Documents

- 1.6.1. The documents issued for the purpose of this tender are detailed in the Invitation to Tender letter.
- 1.6.2. The Tenderer shall carefully examine all documents. Failure to comply with the requirements of tender submission will be at the Tenderer's own risk.
- 1.6.3. Tenders which are not substantially responsive to the requirements of the tender documents and/or who which fail to meet the technical requirements will be rejected.

## **1.7. Clarification of Tender Documents**

- 1.7.1. Tenderers requiring clarification of the tender documents may notify the Employer in writing via electronic mail at the addresses indicated in the Invitation to Tender (see Clause 1.16.2) no later than fourteen (14) days before the tender submission date.
- 1.7.2. The request for clarification and the response shall be in writing via electronic mail).
- 1.7.3. Written copies of the response, including a description of the inquiry but without identifying its source, will be sent to all Tenderers.

## **1.8. Language of Tender**

- 1.8.1. The tender language is English. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an appropriate translation of pertinent passages into English.

## **1.9. Amendment of Tender Documents**

- 1.9.1. At any time prior to the deadline for submission of tenders, the Employer may, for any reason, whether at his own initiative or in response to a request for clarification by a prospective Tenderer, modify the tender documents by the issue of an Addendum.
- 1.9.2. Any Addendum will be sent in writing via electronic mail to all prospective Tenderers and will be binding upon them. Prospective Tenderers shall promptly acknowledge receipt thereof to the Employer.
- 1.9.3. In order to afford Tenderers reasonable time in which to take any Addendum into account in preparing their tenders, the Employer may at his discretion, extend the deadline for the submission of tenders.

## **1.10. Alterations to Tender Documents**

- 1.10.1. Tenderers may not alter any of the documents. Any modification, which a Tenderer may think is necessary, should be detailed and forwarded to the Employer no later than fourteen (14) days prior to the deadline for the submission of tenders. The Employer is not obligated to accept modifications of the tender documents.

## 1.11. Documents Comprising the Tender

1.11.1. Tenders shall be submitted in strict compliance with all the requirements as set out in the Invitation to Tender.

1.11.2. The Tender to be prepared by the Tenderer shall comprise the following:

- i. Completed Form of Tender as provided in **Appendix (I)**;
- ii. Financial Proposal in accordance with **Clause 2.3**;
- iii. Valid license to operate as a professional cleaning service company or agent in the British Virgin Islands;
- iv. Tenderers participating in the procurement process shall provide proof that company/individual is in good standing with respect to taxes (payroll and property), Duties, Social Security and National Health Insurance contributions, Company Registration, or payments due to Government of the Virgin Islands. These certificates of good standing can be obtained from the Director of Social Security Board and National Health Insurance, the Commissioner of Inland Revenue and Company Registry.
- v. Any other materials required to be completed and submitted in accordance with the Instructions to Tenderers embodied in these Tender Documents;

## 1.12. Tender Prices

1.12.1. The Tenderer is required to submit a tender price. The tenderer should note that the cost to prepare the tender document is to be borne by the tenderer.

1.12.2. Unless otherwise stated in the Tender Document, the contract shall be based on the rates and prices submitted by the Tenderer.

1.12.3. The Tenderer accepts that any and all omissions or errors in his pricing are his responsibility.

1.12.4. The Tenderer accepts full responsibility for the accuracy of all prices provided in his tender and agrees that these prices include full provision for any increase in his costs for whatsoever reason over the period of time from his submission of tender to completion of the project and settlement of the final account.

### 1.13. Currencies of Tender and Payment

1.13.1. The contract price and any subsequent payments shall be entirely in United States Dollars.

### 1.14. Tender Validity Period

1.14.1. Tenders shall remain valid and open for acceptance for a period of 120 days after the date of tender opening prescribed in Clause 1.19.

1.14.2. In exceptional circumstances, prior to expiry of the tender validity period, an extension may be requested to the tender validity period. The request and response thereto shall be by writing (including electronic mail).

### 1.15. Tender Security

1.15.1. A Tender Security shall not be required for this Invitation to Tender.

### 1.16. Variant Solutions

1.16.1. Tenderers shall submit one (1) tender containing one (1) tendered price which complies fully with the requirements of the tender documents.

1.16.2. Variant solutions are not permitted for this Invitation to Tender.

1.16.3. Tenderers are not allowed to offer unsolicited variant solutions to the requirements of the tender document.

### 1.17. Format and Signing of Tenders

1.17.1. The Tenderer shall prepare **one (1) original and three (3) copies and a (flash drive)** of the documents comprising the Tender, as described in Clause 1.11 of these Instructions to Tenderers and place these documents in clearly marked envelopes marked "ORIGINAL" and "COPY" as appropriate. In the event of any discrepancy between them, the original shall prevail.

1.17.2. The original and copies of the Tender shall be typed or written in indelible ink and shall be signed by a person/persons authorized to bind the Tender to the Contract. Proof of authorization shall be furnished in the form of a written Power of Attorney which shall accompany the Tender.



1.17.3. The completed Tender shall be without alterations or interlineations or erasures, except those to accord with instructions from the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person or persons signing the Tender.

1.17.4. Only one (1) Tender may be submitted by each Tenderer except alternative offers submitted pursuant to Sub-Clause 1.16.

### 1.18. Sealing and Marking of Tenders

The Tenderer should submit **one (1) original, three (3) copies and one (1) flash drive** of the tender. The original should be placed in a sealed envelope and marked “**Original**” and the copies placed in another sealed envelope and marked “**Copy**”. Both envelopes should be placed in an outer envelope and marked Tender *Professional Cleaning Services for the Attorney General’s Chambers*” and addressed to:

1.18.1. The inner and outer envelopes shall:

a) Be addressed to:

The Director of Legal Operations  
Attorney General’s Chambers  
T.T.T. Building, Road Town  
Tortola, British Virgin Islands

b) Bear the following identification:

- i. “*Request for Proposal – Professional Cleaning Services for the Attorney General’s Chambers*”
- ii. The words “**DO NOT OPEN BEFORE 11:45 am on Monday 6<sup>th</sup> October, 2025**”.

The inner envelopes only shall indicate the names and address of the Tenderer to enable the Tender to be returned unopened in case it is declared late or otherwise unacceptable.

1.18.2. If the outer envelope is not sealed and marked as instructed above, the Employer will assume no responsibility for misplacement or premature opening of the Tender, which if opened prematurely for this cause may be rejected by the Employer and returned to the Tenderer.

## 1.19. Submission of Tenders

- 1.19.1. Tenders must be received by the Employer at the address specified in Clause 1.18.1 no later than **10:00 AM on Monday 6<sup>th</sup> October, 2025.**
- 1.19.2. When submitting a Tender, the Tenderer may request that a Certificate of Submittal be signed by a representative of the Attorney General's Chambers.
- 1.19.3. The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 1.9, in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

## 1.20. Late Tenders

- 1.20.1. Late Tenders are not permitted. Any tender received by the Employer after the deadline for Submission of Tender in accordance with Clause 1.18 shall be deemed never to have been received and will be returned unopened to the Tenderer.

## 1.21. Modification and Withdrawal of Tenders

- 1.21.1.A Tenderer may modify or withdraw his tender after Tender Submission, provided that the modification notice or withdrawal is received in writing by the Employer prior to the prescribed deadline for Submission of Tenders.
- 1.21.2.The Tenderer's modification or notice of withdrawal shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 1.17 and 1.18 for the submission of tenders, with the inner envelopes marked "MODIFICATION" or "WITHDRAWAL" as appropriate.
- 1.21.3.No tender may be modified subsequent to the deadline for submission of tenders.

## 1.22. Tender Opening

- 1.22.1. The Employer will open the Tenders, including submissions made pursuant to Clause 1.19, in the presence of any of the Tenderer's representatives who choose to witness the process via WebEx, at **11:45 am on Monday 6<sup>th</sup>, October, 2025 at the Attorney General's Chambers, Road Town, Tortola, BVI.** Tenderer's will be provided with the access code and password.

- 1.22.2. The Employer will examine Tenders to determine whether they are complete, the requisite Tender securities have been furnished, whether the documents have been properly signed, and whether the Tenders are generally in order.
- 1.22.3. At the Tender opening, the Employer will announce the Tenderer's names, the Tender prices, written notifications of tender modifications and withdrawals, if any, the presence of the requisite tender security and such other details as the Employer may consider appropriate.
- 1.22.4. The Employer shall prepare for his own records minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 1.22.3.

### **1.23. Process to be Confidential**

- 1.23.1. After the public opening of tenders, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of contract, shall not be disclosed to Tenderers, or other persons not officially concerned with such process until the award of the Contract to the successful Tenderer has been announced.
- 1.23.2. Any effort by a Tenderer to influence the Employer in the process of examination, clarification, evaluation and comparison of tenders, and in decisions concerning the award of contract, may result in rejection of the Tenderer's Tender.

### **1.24. Clarification of Tenders**

- 1.24.1. To assist in the examination, evaluation and comparison of Tenders the Employer may ask Tenderers individually for clarification of their tenders, including breakdowns of unit rates.
- 1.24.2. The request for clarification and the response shall be in writing electronically or by facsimile.
- 1.24.3. No change in price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer during the evaluation of the Tender in accordance with Clause 1.27.

## 1.25. Determination of Responsiveness

- 1.25.1. Prior to the detailed evaluation of tenders, the Employer will determine whether each tender is substantially responsive to the requirements of the tender documents.
- 1.25.2. For the purpose of this Clause, a substantially responsive Tender is one which conforms to all the terms, conditions and specifications of the Tender Documents without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way, the scope, quality or performance of the Works, or which limits in any substantial way, the Employer's rights or the Tenderer's obligations under the Contract, the rectification of which would affect unfairly the competitive position of other Tenderers presenting substantially responsive tenders.
- 1.25.3. If a Tender is not substantially responsive to the requirements of the Tender Documents, it will be rejected by the Employer. It may not subsequently be made responsive by the tenderer correcting or withdrawing the non-conforming deviation or reservation.

## 1.26. Correction of Errors

- 1.26.1. Tenders determined to be substantially responsive will be checked by the Employer for arithmetic errors in computation and summation. The Employer will correct errors as follows:
  - a) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and,
  - b) Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity, the unit rate quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which event the total amount as quoted will govern and the unit rate will be corrected.
- 1.26.2. The amount stated in the Form of Tender will be adjusted by the Employer in accordance with the above procedure for correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount of Tender, his Tender will be rejected.

## 1.27. Evaluation and Comparison of Tenders

1.27.1. The Employer will evaluate and compare only tenders considered to be substantially responsive to the requirements of the Tender Documents, in accordance with Clause 1.25.

1.27.2. The Employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations, alternative offers and factors which are in excess of the requirements of the Tender Documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in tender evaluation.

## 1.28. Award Criteria

1.28.1. Subject to Clause 1.29, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender Documents, and who has offered the most advantageous tender pursuant to Clause 1.29, provided further that the Tenderer has, in the opinion of the evaluating committee, clearly demonstrated the capability and resources to carry out the Contract effectively.

## 1.29. Evaluation Criteria

1.29.1 The competitive tendering process, which is supervised by the Procurement Committee, will be utilized to ensure that the procurement process is transparent and that tenders are evaluated fairly to ascertain the highest evaluated tender this is most technically and economically sound.

Tenderers will be evaluated using the following criteria:

Criteria	Weighting	Evaluation Indicators
Cost	40	<ul style="list-style-type: none"><li>Competitive and transparent pricing with clear monthly and annual breakdowns</li><li>Value for money based on scope of services</li></ul>
Experience and Capability	25	<ul style="list-style-type: none"><li>Demonstrated track record in providing cleaning services for offices, government agencies, or similar institutions</li><li>References from at least (2) clients for similar contracts</li></ul>
Staffing and Resources	15	<ul style="list-style-type: none"><li>Availability of adequately trained staff</li><li>Access to appropriate equipment and environmentally safe cleaning supplies</li></ul>

Compliance and Security	10	<ul style="list-style-type: none"> <li>• Evidence of compliance with Virgin Islands trade, labour, health and safety regulations</li> <li>• Willingness to comply with Chambers' confidentiality and safety requirements</li> </ul>
Quality Assurance	10	<ul style="list-style-type: none"> <li>• Procedures in place to monitor and maintain service quality</li> <li>• Responsiveness to special cleaning needs or urgent requests</li> </ul>

The tenderer that most strongly meets compliance requirements, provides proven institutional references with the lowest response tender will be invited to negotiate an agreement.

**1.30. Employer's Right to Accept or Reject Any or All Tenders**

1.30.1. Notwithstanding Clause 1.28, the Employer reserves the right to accept or reject any or all tenders without giving any reason for such rejection, and has the right to reject any non-complying tender that fails to meet any requirement, term or condition set forth in the Tender Documents, as well as relevant laws, rules, and regulations.

1.30.2. Any one of the following circumstances, which are not exhaustive, may result in the rejection of the affected tender, or disqualification of concerned Tenderers, and/or other administrative sanction whenever appropriate:

- a) False or misleading statements or evidence of fraud;
- b) Failure to furnish signatures or seals when required;
- c) Tenders without adequate Securities;
- d) Collusion to indicate attempt to connive among Tenderers, for the purpose of fixing Tender Prices or negating competition;
- e) Giving or offering of any illegal compensation to officers, employees and or, agents of BVI Government connected with the project; and,
- f) Failure to furnish any information required to be included in the Tender.

1.30.3. The Employer does not bind itself to accept any tenders and is not obliged to give any reasons for its selection.

### **1.31. Notification of Award**

1.31.1. Prior to the expiration of the period of tender validity and contract award, the Purchaser shall send the Notification of Intention to Award (“NOITA”) to the successful Tenderer and all unsuccessful Tenderers, pursuant to section 51 (2) of the Act and Section 37 of the Regulations. The NOITA shall include a statement that the Purchaser shall issue a formal Notification of Award and draft Contract after expiration of the period for filing a challenge and the resolution of any challenges that are submitted. Delivery of the NOITA shall not constitute the formation of a contract between the Purchaser and the successful Tenderer and no legal or equitable rights will be created through the delivery of the NOITA.

1.31.2. After such notification, a Tenderer may request a debrief seeking explanations for the grounds on which its Tender was not selected.

1.31.3. Whether or not a Tenderer requested a debrief, a Tenderer reserves the right to challenge the results of a procurement only according to the rules and provisions established in Section 27(1) of the Act and 28(1) of the Regulations.

1.31.4. In the absence of a challenge or appeal by an unsuccessful Tenderer in accordance with the Act, the Procuring Entity may award the contract(s) to the successful Tenderer(s).

1.31.5. Until a formal contract is prepared and executed, the procuring entity shall provide written notification of contract award.

### **1.32. Signing of Agreement**

1.32.1. At the same time that the Employer notifies the successful Tenderer that his Tender has been accepted, the Employer will send to the Tenderer the Form of Agreement provided in the Tender Document, incorporating all agreements between the parties.

1.32.2. Within 15 days of receipt of the Form of Agreement, the successful Tenderer shall sign the Form and return it to the Employer.

### **1.33. Performance Security**

1.33.1. A Performance Security is not required for this tender.

End of Section

## PROPOSAL AND EVALUATION

### 2. Submission Requirements

2.1.1. The tender must include responses to the questions and requests for information (RFI) detailed in Clause 2.3. The information provided will be used to evaluate the tender. All questions and RFI's should be fully answered or addressed, and specific details should be provided where requested. The completed tender questionnaire in conjunction with other requested information will provide the basis of tender analysis and award. On award of contract, the answers to these questions will form part of the lease and any changes must be agreed with the Government of the Virgin Islands.

### 2.2. Delivery

2.2.1. The following information concerning the delivery of the facility is intended to provide confidence in the Tenderer's organization, experience, and general ability to deliver the facilities required under this proposal:

- i. Contact details of the key members of the organization that are to be involved with this tender. The information should include, but not be limited to contact names, titles, addresses, telephone number(s), fax number(s) and email address.

### 2.3. Financial Proposal

2.3.1. The Tenderer shall submit with his tender a Financial Proposal for the professional cleaning service is to be provided for the period of one year commencing on 1<sup>st</sup> December, 2025, for the following type of professional cleaning services:

- i. Daily Cleaning Services (including trash removal, sweeping/mopping, sanitisation of bathrooms, kitchens, and high-touch surfaces);
- ii. Weekly Cleaning Services (including deep cleaning of kitchens and bathroom fixtures, and glass cleaning);
- iii. Periodic or As-Required Services (including floor deep cleaning and external window cleaning where accessible).



- 2.3.2. All elements included in the Scope of Services must be reflected within the Financial proposal.
- 2.3.3. All costs must include any labor, equipment and cleaning materials necessary for service delivery. The cost of consumable such as toilet paper, paper towel, hand soap, disinfectant sprays shall not be included, as these will be supplied by the Employer.
- 2.3.4. The Tenderer is advised that the Attorney General's Chambers occupies approximately 18,705 square feet across six (6) floors, comprising 44 offices, 3 conference rooms, 2 kitchens, 17 bathrooms, and 7 common areas. The cleaning services should be scaled appropriately to accommodate these facilities.
- 2.3.5. For clarity, the Tenderer is only required to provide a cost estimate for cleaning services for a one-year period, commencing 1st December 2025 and ending 30th November 2026.

End of Section

### **3. SCOPE OF SERVICES**

#### **3.1. Aim of the Project**

- 3.1.1. The aim of this project is to obtain professional cleaning services for the Attorney General's Chambers for a period of one (1) year.
- 3.1.2. The Tenderer shall be required to provide cleaning services to the Attorney General's Chambers located at T.T.T. building, consisting of six (6) floors and approximately 18,705 square feet. The Tenderer shall deliver these services in accordance with the highest standards of hygiene, confidentiality, and professionalism, and shall ensure all staff adhere to the GOVI's security and operational requirements.

#### **3.2. Requirements**

- 3.2.1. The services required shall include, but not be limited to the following tasks:

##### **3.2.1.1 Daily Services**

- 3.2.1.1.1 Removal of trash from all office spaces, kitchens, bathrooms, and common areas, and offsite disposal.
  - 3.2.1.1.2 Replacement of bin liners (AGC to supply liners).
  - 3.2.1.1.3 Sweeping and mopping of tiled and hard floors.
  - 3.2.1.1.4 Wiping and sanitising of desks, tables, and exposed surfaces (without disturbing documents).
  - 3.2.1.1.5 Cleaning and sanitising of all bathroom facilities including toilets, urinals, sinks, mirrors, and floors.
  - 3.2.1.1.6 Refilling of toilet tissue, hand soap, and paper towels (supplied by AGC).
  - 3.2.1.1.7 Cleaning and sanitising of kitchen areas including sinks, countertops, cupboard handles, and appliance exteriors.
  - 3.2.1.1.8 Sanitisation of high-touch surfaces such as door handles, handrails, elevator buttons, and light switches.
- 3.2.1.2 **Weekly Services:**
- 3.2.1.2.1 Dusting of window ledges, shelving baseboards, skirting boards and office furniture.
  - 3.2.1.2.2 Deep cleaning of kitchen appliances including microwave and refrigerator interiors.
  - 3.2.1.1.3 Cleaning of interior glass partitions, doors and mirrors.
  - 3.2.1.1.4 Spot cleaning of walls and removal of visible smudges or marks.
- 3.2.1.3 **Periodic/As-Required Services (minimum once per quarter or on request):**
- 3.2.1.3.1 Deep cleaning of floors using appropriate commercial equipment.
  - 3.2.1.3.2 Enhanced disinfection or sanitisation services in the event of health incidents or special needs.

Service Areas:

The Tenderer shall provide cleaning services across the following:

- Forty-four (44) offices
- Three (3) conference rooms
- Two (2) kitchens
- Seventeen (17) bathroom units
- Corridors, Stairwells and Elevator reception areas

3.2.1.4 **Labor, Materials and Equipment**

- 3.2.1.4.1 The Tenderer shall be responsible for supplying all cleaning equipment, labour, and materials necessary to execute the services to the required standard. All cleaning products shall be commercial-grade, environmentally friendly, and suitable for indoor use.
- 3.2.1.4.2 The AGC will provide consumables including toilet tissue, hand soap, paper towels, and disinfectant sprays.
- 3.2.1.4.3 The Tenderer must ensure chemicals are clearly labelled and securely stored and that Safety Data Sheets are made available on-site.
- 3.2.1.4.4 Given the sensitive nature of its work and the high standards of professionalism required, the AGC must maintain a clean, secure and hygienic work environment for its legal, technical and administrative staff. To this end, the GOVI seeks to engage a professional cleaning service provider to support day-to-day operational continuity and ensure the premises reflect the integrity and confidentiality associated with Chambers.
- 3.2.1.5 **Confidentiality and Security**
  - 3.2.1.5.1 All staff must undergo background checks and obtain security clearance from the Royal Virgin Islands Police Force.
  - 3.2.1.5.2 Personnel are prohibited from accessing restricted areas or handling documents unless authorized.
  - 3.2.1.5.3 Use of mobile phones or photography during cleaning is strictly prohibited.
  - 3.2.1.5.4 Confidentiality agreements may be required from all Tenderer personnel.

### **3.3 Health and Safety**

- 3.3.1. The Tenderer shall comply with all relevant occupational health and safety regulations. The Tenderer personnel must wear appropriate PPE where required at their cost. All incidents or hazards shall be reported to the AGC within 24 hours.

### **3.4 Emergency or Ad-Hoc Services**

3.4.1. The Tender shall designate a supervisor or point of contact to liaise with AGC. The Tenderer may be required to provide additional cleaning services in response to emergencies or special events. Response times, applicable conditions, and associated costs must be clearly included in the Financial Proposal.

### **3.5 Hours of Work**

3.5.1 Standard services will be conducted between Monday and Friday, outside of regular business hours unless otherwise agreed with AGC. Tenderers must provide pricing for any additional services requested on weekends or public holidays.

3.5.2 All elements of the above Scope of Services must be reflected in the Financial Proposal to allow for accurate and transparent evaluation.

### **3.6 Communication System**

3.6.1 English shall be the language used for all written and verbal communication as it relates to this proposal.

## **4 ROLES AND RESPONSIBILITIES**

### **4.1 Introduction**

4.1.1 This section describes the roles and responsibilities of the participants in the contract.

### **4.2 Government Roles and Responsibilities**

4.2.1 The Government agencies having a direct participation in the award and execution of the contract are:

- i. Procurement Committee – direct responsibility for advertising of tender and supervising the procurement process.
- ii. Attorney General’s Chambers - overall responsibility for the oversight of the cleaning services of the Attorney General’s Chambers.

### 4.3 Communication

- 4.3.1 Prior to award of the contract, all communication with the Employer should be through the Director of Legal Operations, Attorney General's Chambers, at the following contact details:

Director of Legal Operations  
Attorney General's Chambers  
T.T.T. Building  
Road Town, Tortola  
VG1110, British Virgin Islands

Tel: (284) 468-2960  
Email: agc@gov.vg

- 4.3.2 After award of the contract, all communications with the Employer will generally be with the Senior Administrative Officer at the following contact details:

Attorney General's Chambers  
Road Town, Tortola  
British Virgin Islands VG1110

Tel: (284) 468-2980  
Email: rkelly@gov.vg

### 4.4 Documentation

- 4.4.1 All documents will be controlled and safeguarded in an effective manner.
- 4.4.2 The Tenderer shall be required to maintain correct versions of all documentation issued under this contract and to make his staff aware of any changes.

Appendix I – FORM OF TENDER

To: The Chairman  
Central Tenders Board  
Ministry of Finance  
Procurement Unit  
RFG Building, 2<sup>nd</sup> Floor  
Waterfront Drive  
Road Town, Tortola  
British Virgin Islands

**TENDER**

**PROFESSIONAL CLEANING SERVICE OF THE ATTORNEY GENERAL’S CHAMBERS**

Dear Chairman:

1. Based upon the Instructions to Tenderers, Description of Services, the intended Plan for coverage, the undersigned proposes to provide comprehensive insurance coverage as indicated in our tender submission, at the specified rates and prices, **for a one-year period**, and in accordance with the Tender Documents for the sum of (US\$) (sum in words and figures)

\_\_\_\_\_ (in words)

\_\_\_\_\_ (in figures)

payable by the Government of the Virgin Islands.

- 2. We agree that the proper law of the Contract shall be the Laws of the Virgin Islands.
- 3. We agree that these tender documents shall comprise the sole binding documentation applicable to this tender or to the contract.
- 4. We agree that all information supplied by the Employer to the Tenderer will be treated in confidence and not disclosed to third parties except insofar as this is necessary to obtain sureties or quotations for the purpose of submitting the tender. All information supplied by the Tenderer to the Employer will similarly be treated in confidence, except those references may be sought from banks, existing or past clients, or other referees submitted by the Tenderer.
- 5. We accept full responsibility for the accuracy of all prices provided in this tender and agree that these prices include full provision for any increases in the costs for

whatsoever reason over the period of time from submission of tender to completion of the project and settlement of the final account.

6. We accept that any and all omissions or errors in pricing are our responsibility and agree that should any errors in arithmetic be discovered in the Cost Proposal submitted by us during consideration of this offer, these errors will be corrected by giving us an opportunity of either confirming our offer or amending it to correct such errors.
7. If this offer is accepted and subject to and in accordance with paragraphs 2, 3, 4, 5, 6, and 7 above and the terms and conditions contained or referred to in the documents listed in paragraph 1, we undertake to provide the specified Performance Security, and provide the required services as in accordance with the contract.

<b>Signed</b>	.....
<b>Name in BLOCK CAPITALS</b>	.....
<b>In the capacity of</b>	.....
<b>Duly authorized to sign tenders for and on behalf of:</b>	
<b>Name of Company</b>	.....
<b>Address</b>	.....
.....	
<b>Telephone No.</b>	<b>Facsimile No.</b> .....

Appendix II – FORM OF CONTRACT

**THIS AGREEMENT** is made this \_\_\_\_\_ day of August, 2025 between the **GOVERNMENT OF THE VIRGIN ISLANDS**, having its offices at Central Administration Complex, #33 Admin Road, Wickham’s Cay 1, Road Town, Tortola, British Virgin Islands (hereinafter called “the **Government**”) of the One Part and \_\_\_\_\_ . of P.O. Box 700, Road Town, Tortola, Virgin Islands (hereinafter called “the **Contractor**”), of the Other Part (both parts hereinafter collectively called “the **Parties**”)

**WHEREAS**

1. The Government is desirous of obtaining the services of a contractor for the purposes of providing professional cleaning services for the Attorney General’s Chambers, located at the TTT Building, Road Town, Tortola, British Virgin Islands, consisting of six (6) floors and approximately 18,705 square feet (hereinafter referred to as “the Services”);
2. The Contractor has made a proposal to the Government and the Government has accepted the Contractor’s proposal to provide the said Services in accordance to this Agreement.

**NOW THEREFORE**, the Government and the Contractor (“the Parties”) agree as follows:

**1. Interpretation:**

1.1 In this Agreement, unless the context otherwise permit,

- (i) “Contract Sum” means the sum determined under clause 4 of this Agreement



- (ii) “Services” means cleaning services as described in Appendix A hereto.

**2. Contract Documents:**

- 2.1 The proposal provided by the Contractor is attached hereto as Appendix B shall be deemed to be a Contract Document and shall be read and construed as part of this Agreement.

**3. Engagement and Duration:**

- 3.1 Subject to the provisions of this Agreement, the Government retains the Contractor and the Contractor agrees to provide the Government the Services as described in Appendix A.
  
- 3.2 The Contractor shall commence the Services on the \_\_\_ day of \_\_\_, 2025, and shall be completed within twelve (12) months thereafter unless the parties extend the time for completion in accordance with this sub-clause.

**4. Contract Sum:**

- 4.1 In consideration of the Services to be provided by the Contractor, the Government shall pay to the Contractor the sum of **Thousand, Hundred and dollars and cents (\$ \_\_\_)** per annum for a period of one (1) year, to be disbursed on a monthly basis in 12 equal instalments of \_\_\_ dollars (\$ \_\_\_) (hereinafter called “the Contract Sum”).

**5. The Contractor’s Obligation:**

- 5.1 The Contractor shall carry out and perform the Services required under this Agreement with the highest standards of hygiene, confidentiality, and professionalism, and shall ensure all staff adhere to the Government of the Virgin Island’s security and operational requirements.

- 5.2 The Contractor, which includes his/her staff shall undergo background checks and obtain security clearance from the Royal Virgin Islands Police Force.
- 5.3 The Contractor and his/her staff are prohibited from accessing restricted areas or handling documents unless authorised.
- 5.4 The Contractor and his/her staff are prohibited from using their mobile phones or taking photographs while performing duties.
- 5.5 The Contractor and his/her staff shall be required to sign a confidentiality agreement.

**6. Labour, Materials and Equipment:**

- 6.1 The Contractor shall be responsible for supplying all cleaning equipment, labour, and materials necessary to execute the Services to the required standard. All cleaning products shall be commercial-grade, environmentally friendly, and suitable for indoor use.
- 6.2 The Contractor shall ensure chemicals are clearly labelled and securely stored and Safety Data Sheets are made available on-site.

**7. Sub-Contracting:**

- 7.1 The Contractor shall not sub-contract the Services or any part thereof without the written consent of the Government, whose consent shall not be unreasonably withheld.
- 7.2 The Contractor shall be wholly responsible for any person who may enter into a sub-contract with him/her in connection with the Services, and for any person who may supply or agree to supply material in connection with the Services.

- 7.3 The Contractor shall make good any loss suffered or expense incurred by the Contractor by reason of any default or failure, whether in total or in part, on the part of any person whom the Contractor is responsible for in accordance with sub-clause 7.2.

**8. The Employer's Obligation:**

- 8.1 The Government shall make efforts to ensure that full co-operation is given by its employees and/or agents to enable the Contractor to perform his duties under the Agreement.
- 8.2 The Government shall provide all consumables including toilet tissue, hand soap, paper towel and disinfectant sprays.

**9. Independent Contractor:**

- 9.1 The Parties hereby agree that the Contractor is an independent contractor and shall not be regarded for any purpose as the agent or employee of the client.

**10. Variation of Agreement:**

- 10.1 Any change or deviation to the terms and conditions of this Agreement shall be treated as a variation to this Agreement, and such change or deviation shall only be recognised as actionable if it is reduced in writing and signed by both Parties.

**11. Termination**

- 11.1 This Agreement may be determined by either party giving to the other three months (3) written notice of termination or the Government may give to the Contractor three (3) months remuneration in lieu of notice whereupon all rights and advantages reserved to the Contractor under this Agreement shall cease forthwith.

11.2 Notwithstanding clause 11.1, the Government shall have the right to terminate this Agreement forthwith in the following circumstances:

- i) If the Contractor at any time after the signing of this Agreement, neglects, fails, reuses or becomes unable to perform any of the duties assigned or is guilty of grave misconduct.
- ii) If the Contractor wholly suspends work before completion without reasonable cause; if the Contractor fails to replace or re-execute defective work of which he has been given written notice by the Government's Agent;
- iii) or if the company becomes insolvent.

**12. Force Majeure:**

12.1 The delay or prevention of the performance of this Agreement by either party due to strikes, lockouts, labor disputes, acts of God or any other cause beyond the control of the party obligated to perform any term or condition of this Agreement, shall be excused for the period during the prevention or delay. By mutual agreement, the performance by a party or Parties shall immediately resume when the force majeure event no longer subsists.

**13. Entire Agreement:**

13.1 This Agreement along with the Appendices constitutes the entire agreement between the Parties, and supersedes any prior agreements, with respect to the subject matter hereof. No amendment to any term of the Agreement shall be valid unless mutually agreed to in writing by the Parties.

**14. Assignment**

14.1 This Agreement or any of its rights or duties hereunder shall not be assigned by either party without the prior written consent of the other.

**15. Dispute Resolution:**

15.1 In the event of a dispute between the Parties concerning any matter arising from or connected with this Agreement, the Parties shall use reasonable efforts to settle the dispute through negotiations conducted in good faith between the Parties

15.2 If the dispute is not resolved through negotiations within fourteen (14) days, the Parties shall attempt to resolve the dispute by mediation with a mediator to be appointed by the Government.

15.3 If the dispute is not resolved through mediation within twenty-eight (28) days of initiation of the procedure or such extended period as the Parties may agree, the dispute shall be referred to arbitration in accordance with the BVI IAC laws of the British Virgin Islands.

**16. Governing Law and Jurisdiction:**

16.1 This Agreement shall be governed by and construed in accordance with the laws of the Virgin Islands and each party hereby submits to such jurisdiction.

**IN WITNESS WHEREOF** the Parties hereto have hereunto set their hands the day and year first above written.

SIGNED by **Honourable Dr. Natalio Wheatley**)

Premier, Ministry of Finance )

for and on behalf of **The Government of** )

**the Virgin Islands** )

in the presence of: )

)

)

\_\_\_\_\_ )

Witness

\_\_\_\_\_ )  
**Honourable Dr. Natalio Wheatley**

Premier and Minister of Finance

SIGNED by [ ] )

for and on behalf of

**[insert company name]** )

in the presence of: )

)

)

\_\_\_\_\_ )

Witness

\_\_\_\_\_ )

[ ]  
Managing Director

[ ]

## Appendix A

### SCOPE OF SERVICES

The services required shall include, but not be limited to the following tasks:

#### 1. Daily Services

- Removal of trash from all office spaces, kitchens, bathrooms, and common areas, and offsite disposal.
- Replacement of bin liners (AGC to supply liners).
- Sweeping and mopping of tiled and hard floors.
- Wiping and sanitising of desks, tables, and exposed surfaces (without disturbing documents).
- Cleaning and sanitising of all bathroom facilities including toilets, urinals, sinks, mirrors, and floors.
- Refilling of toilet tissue, hand soap, and paper towels (supplied by AGC).
- Cleaning and sanitising of kitchen areas including sinks, countertops, cupboard handles, and appliance exteriors.
- Sanitisation of high-touch surfaces such as door handles, handrails, elevator buttons, and light switches.

#### 2. Weekly Services:

- Dusting of window ledges, shelving baseboards, skirting boards and office furniture.
- Deep cleaning of kitchen appliances including microwave and refrigerator interiors.
- Cleaning of interior glass partitions, doors and mirrors.
- Spot cleaning of walls and removal of visible smudges or marks.

#### 3. Periodic/As-Required Services (minimum once per quarter or on request):

- Deep cleaning of floors using appropriate commercial equipment.
- Enhanced disinfection or sanitisation services in the event of health incidents or special needs.

Service Areas:

The above services are to be performed across six (6) floors comprising of:

- Forty-four (44) offices
- Three (3) conference rooms
- Two (2) kitchens
- Seventeen (17) bathroom units
- Corridors, Stairwells and Elevator reception areas

## **Appendix B**

### COST PROPOSAL



**TREASURY DETAILS**

**Contract No. AGC/008P/2025**  
**Attorney General's Chambers**  
**Government of the Virgin Islands**

Procurement of Cleaning Services

Commitment: \$

Account Head: 21174077 – Attorney General & Parliamentary Services

Subhead: 528170 – Cleaning Services

Starting Date:

Closing Date:

# NOTARY CERTIFICATION

I HEREBY CERTIFY that the above-named **Honourable Dr. Natalio Wheatley** appeared before me on the.....day of ....., 2025 and being known/identified to me acknowledged the above signature to be his and that he had freely and voluntarily executed this instrument for and on behalf of the **Government of the Virgin Islands** and understood its contents.

.....

Notary Public

I HEREBY CERTIFY that the above-named \_\_\_\_\_ appeared before me on the.....day of ....., 2025 and being known/identified to me acknowledged the above signature to be his and that he had freely and voluntarily executed this instrument for and on behalf of \_\_\_\_\_ and understood its contents.

.....

Notary Public

End of Section