

## **INVITATION TO BID (ITB)**

INVITATION TO BID FOR PROVISION OF PREVENTATIVE MAINTENANCE SERVICES OF TTPOST'S FLEET OF VEHICLES FOR A PERIOD OF ONE (1) YEAR

Reference: ITB/TRAN001/2024

Date: 24/10/2024

Dear Sir / Madam:

The Trinidad and Tobago Postal Corporation (hereafter referred to as "The Corporation") hereby invites your company to submit a bid response for the Provision of Preventative Maintenance Services of TTPOST's Fleet of Vehicles for a period of One (1) Year.

### The detailed specification of TTPOST requirements is provided in Annex 1 of this ITB

When preparing your bid, please be guided by the attached hereto as Annexes 1 - 7.

#### **Submission of Bid**

Bidders should note that bid submissions must be delivered in a sealed envelope and placed in the tender box located at the Dome at the National Mail Centre no later than November 11<sup>th</sup>, 2024 at 2:00 pm. One (1) Original in hardcopy, Two (2) additional hardcopies and One (1) electronic submission must be provided in your tender envelope which must be labelled as follows;

# Invitation to Bid for Provision of Preventative Maintenance Services of TTPOST Fleet of vehicles for a period of One (1) year

The Procurement Department

Trinidad and Tobago Postal Corporation

240-250 Golden Grove Rd,

Piarco 350462

Trinidad WI

It shall remain your responsibility to ensure that your bid will reach the address above on or before the deadline. Bids that are received by the Corporation after the deadline indicated above for whatever reason, shall not be considered for evaluation.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned Service(s):

Delivery Location	As stated in Annex 1- Background and Specifications
Currency of Bid	TT Dollars
Value Added Tax on Price Bid	Where applicable
Deadline for Submission of Bids	November 11 <sup>th</sup> , 2024 at 2:00 p.m.
All documentations, including catalogues, instructions	Shall be written in English
and operating manuals etc.	
Documents to be submitted with your Bid	Duly Completed documents as outlined in Annexes 1 through 3;
Period of Validity of Quotes starting the Submission	Prices to be valid for one hundred and twenty (120) days. In
Date	exceptional circumstances, the Corporation may request the
	Supplier to extend the validity of the Bid beyond what has been
	initially indicated in this ITB. The Proposer shall then confirm the
	extension in writing, without any modification whatsoever on the
Payment Terms	Bid.  Net (30) days upon satisfactory delivery and presentation of each
Payment Terms	invoice.
Bidding Procedure	A one (1) envelope system will be used for the receipt and
_	evaluation of tenders. Accordingly, the participant shall submit
	its Technical and its Price (Cost) bid in one envelope.
The Corporation can Award to	One Supplier
Type of Contract	Service Contract
Special Conditions of Contract	Period of contract will be for a One (1) Year
Condition for Release of Payment	Written Acceptance of services / works based on full compliance
	with ITB requirements and submission of invoice(s)
	Background and Specifications of the services (Annex 1)
	Evaluation Criteria (Annex 2)
	Forms for Submission of Bid (Annex 3)
Annexures to ITB	Form of Acknowledgement (Annex 4)
	General Terms and Conditions/Special Conditions (Annex 5)
	Draft Contract (Annex 6)
	Ethical Code of Conduct for Supplier's and Contractors (Annex 7)
	Non-acceptance of the terms of the General Terms and
	Conditions (GTC) shall be grounds for disqualification from this
	procurement process.
Contact Information for Inquiries	tenders@ttpost.gov.tt
(Written inquiries only)	
	Any delay in the the Corporation's response shall not be used as
	a reason for extending the deadline for submission, unless the
	Corporation determines that such an extension is necessary for
	the submission of your bid and communicates a new deadline to
	the suppliers.

The service / works offered shall be reviewed based on completeness and compliance of the bid with the minimum specifications described above and any other annexes providing details of the Corporation's requirements.

The bid that meets all mandatory requirements under the eligibility criteria, meets or exceeds the minimum requirements of the Technical Evaluation, and offers the most economically advantageous price, will be deemed the top-ranked proponent. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by the Corporation. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on the Corporation's re-computation and correction of errors, its bid will be rejected.

The Corporation may ask for clarifications to be provided prior to award of a contract to the lowest evaluated bidder to confirm, verify, validate and ascertain the worthiness of all the statements made and documents submitted.

At any time during the bid validity period, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by the Corporation after it has received the bid. At the time of award of Contract or Contract, the Corporation reserves the right to vary (increase or decrease) the quantity of services and/or services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract that will be issued as a result of this ITB shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a bid implies that the vendor accepts without question the General Terms and Conditions of the Corporation herein attached as Annex 3.

The Corporationis not bound to accept any bid, nor award a contract/Contract, nor be responsible for any costs associated with a Supplier's preparation and submission of a bid, regardless of the outcome or the manner of conducting the selection process.

The Corporation encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this ITB.

The Corporation implements a zero tolerance on fraud and other proscribed practices and is committed to identifying and addressing all such acts and practices against it, as well as third parties involved in the Corporation activities.

In participating in the procurement process and submitting a tender, you agree NOT to canvass, discuss your tender submission or your participation in the process or any requirements regarding clarifications or meeting requests, with ANY Corporation Staff, members or other parties, other than those explicitly identified in this ITB document. Any breach of this code of conduct may be:

- a) A breach of confidentiality requirements;
- b) A breach of the Data Protection Act 2011;

c) Or potentially anti-competitive, collusive or corrupt.

Moreover, all vendors must comply with the Ethical Code of Conduct for Suppliers and Contractors published by the Office of Procurement Regulation available in annex 7 attached. You are required to read, sign and resubmit page 9 of the document when submitting your tender.

If the Corporation identifies any breach of this Code of Conduct, it will result in the disqualification of your bid.

### **CONTRACT MANAGEMENT**

The Corporation will appoint a Corporation's Manager and the Contractor will appoint a competent, qualified and experienced person to act as a Contractor's Manager and the Parties will inform the other immediately of any change in appointment.

The Contractor's Manager will be authorised to act on behalf of the Contractor for all purposes connected with the Contract and any statement or direction given to the Contractor's Manager will be deemed to have been given to the Contractor.

If the Contractor requires an explanation or clarification of part of the Contract it will contact the Corporation's Manager and will accept and comply with the Corporation's Manager's explanation or direction which will be given or confirmed in writing.

From time to time the Corporation's Manager may appoint one or more other persons to act as their deputy and will notify the Contractor of any appointments in writing

The Contractor's Manager must be available during Normal Working Hours (Monday through Friday 8:00am to 4:00pm); if the Contractor's Manager is unavailable because of holiday, sickness, or statutory daily breaks, they must nominate a deputy to perform their duties.

The Corporation's Manager, acting reasonably, may because of the nature of the Services or the locations at which it is to be provided or by virtue of the behaviour of any of the Contractor's Personnel, require the Contractor to remove certain Personnel from the provision of the Services by giving the Contractor's Manager written notice to that effect, stating the reasons.

The Contractor will immediately remove the Personnel referred to in paragraph 6 above and will, as soon as practicable, provide replacement Personnel of appropriate skills and experience.

For the avoidance of doubt, removal of any Contractor's Personnel from the provision of the Services does not mean dismissal from the employment or cessation of Services to the Contractor and the Corporationwill not be liable either to the Contractor or to any of its Personnel in respect of any liability, loss or damage as a result of that removal.

The Contractor's Manager and Corporation's Manager will meet, as laid out in the Specification, or as otherwise agreed from time to time by the Parties, in order to monitor the Contractor's performance under the Contract.

Thank you and we look forward to receiving your bid.

Sincerely yours, **Trinidad and Tobago Postal Corporation**Procurement Department

## ANNEX 1 -BACKGROUND AND SPECIFICATIONS

The Corporation fleet of fifty-one (51) vehicles were purchased between 2013 and

## The fleet comprises:

- 2 Toyota Hiace Panel Vans
- 36 Nissan E26 Panel Vans
- 2 Nissan Navarra Pick-ups
- 6 NP300 Pick-ups
- 1 Nissan Wingroad Sedan
- 1 Hyundai Elantra Sedan
- 1 Hyundai Hybrid Ionic Sedan
- 1 Hyundai H100 Light Utility Truck and
- 1 Hyundai CNG Fuelled 6 Ton Truck

The warranty period for all the vehicles listed was for a period of three (3) years or 100,000 kilometres, whichever came first. All fifty-one (51) vehicles are over three years old and some have crossed the 100,000km mileage and are therefore out of warranty. Thirty-six vehicles (36) are based at the National Mail Centre, Piarco, eleven (11) at the Debe/Penal Delivery Office, in Debe and four (4) are at the Scarborough Delivery Office in Tobago.

The Panel Vans are used to make transport runs throughout Trinidad and Tobago in both the rural and urban areas and traverse diverse types of terrain, which can be either flat or hilly, paved or unpaved, smooth or rugged. Each van covers an average of 5,000 km within six to eight weeks.

TTPOST is desirous of entering into a One (1) year Maintenance Contract with a reputable, reliable and dedicated vehicle maintenance service provider that can commit to the unique needs of the Corporation fleet, and offer a cost-effective solution for the maintenance of the vehicles.

## **General conditions:**

1. TTPost Transport fleet is available for servicing Mondays through Fridays between the hours of 6:30am to 5:00pm and must be completed within 24 to 48 hours of receipt.

Vehicle requiring major repairs is expected to be completed within seventy-two (72) hours depending on availability of replacement parts.

- 2. TTPost vehicles are based in Piarco, Debe and Tobago.
- 3. The Service Provider must provide a comprehensive maintenance schedule for all TTPost vehicles.
- 4. TTPost will be responsible for movement of vehicles to and from your facilities.
- 5. Your facilities must be able to accommodate as many as five (5) vehicles at a time dependent on our usage.
- 6. Vehicle mileage will be monitored by TTPost who will dispatch its vehicles for servicing at 5000km intervals in accordance with the preventative maintenance schedule.
- 7. TTPost will contact your organization seventy-two (72) hours prior to drop off for servicing via email.
- 8. Replacement Parts must be Genuine Original Equipment Manufacturer (OEM)
- 9. Any aspect of servicing to be sub-contracted must be stated in advance, e.g., alignment, air conditioning. TTPost to be provided with information on affiliated sub-contractors prior to any agreement being executed.
- 10. TTPost intends to offer a one (1) year contract. The selected service provider will perform exclusively all servicing on the fleet as required.
- 11. Service rates offered to be in effect and non-negotiable for the life of the agreement.
- 12. The service provider is expected to provide TTPost with information on their ability to perform, either directly or through sub-contractors, major mechanical work, e.g.: engine overhauls. The listing of sub-contractors is to be provided in your bid submission.
- 13. The service provider is expected to provide written guarantee of stock availability for the life of any agreement and at least six (6) months after that period.
- 14. TTPost expects full documentation of all servicing done, certified by your technicians and forwarded to TTPost with each vehicle serviced.
- 15. The service provider must contact TTPost immediately if, during routine servicing, major defects are discovered. TTPost MUST authorize work on major defects once so notified.
- 16. Any cost incurred by TTPost because of proven servicing failure to be borne by service provider.
- 17. TTPost reserves the right to terminate the relationship with immediate effect for reasons of unsatisfactory performance.

#### **ANNEX 2 – ELIGIBILTY CRITERIA**

### 1. Selection Criteria - Mandatory Requirements

Evidence of valid statutory documents; BIR Clearance Certificate, Income Tax Clearance Certificate, Value added Tax (VAT) Clearance Certificate and the National Insurance Scheme (NIS) compliance certificate.

**<u>Note:</u>** Failure to submit the mandatory requirements will result in immediate disqualification of your submission.

## 2. Compliance with Specification (Pass/Fail)

Tenderers must clearly demonstrate how their products meet all aspects of the specification for each core item listed in the Specification. This must be clearly demonstrated.

### 3. Compliance with Delivery Timescales (Pass/Fail)

This must confirm they can deliver orders to meet the timescales set out in the Ordering and Delivery section of the Tender Specification. This must be agreed to in the Eligibility Criteria under Compliance with Delivery Timescales.

## 4. Economic and Financial Standing (Pass/Fail)

In order to determine your organisation's current financial standing, please provide a letter/reference from your bank which must detail that your account is conducted in a satisfactory manner and that, from a financial perspective only, your organisation could fulfil a contract of the stated value as well as accounting documents/Financial Statements for the last 3 years (2021-2023).

<u>Please note: the bank / financial organisation must state the value of credit facilities that you qualify for to achieve a pass in this criterion.</u> This reference must be dated within the last 6 months. The information you provide in this section will be used to assess your company financial position.

## 5. Insurances (Pass/Fail)

Tenderers are required to possess minimum \$1,000,000.00 Workmen Compensation Insurance, a minimum of \$1 Million Public Liability Insurance. Tenderers must acknowledge, within the Eligibility Envelope, that they possess the required level of Public Liability Insurance and workmen compensation Cover. If you do not possess this level of Insurance Cover at this current time, then you must submit a letter from the insurer indicating willingness to provide the insurance coverage should you be awarded this contract.

## 1. **EVALUATION OF BIDS**

#### **Evaluation Criteria**

No	Criteria	Max Score	Min %
1	- Bids must meet all requirements as stated in the ITB - Specific Requirements outlined in Annex 2	15	7.5
2	A servicing schedule outlining the level of service that will be required for each vehicle at every 5000 Km interval.	25	12.5
3	- Minimum number of similar projects undertaken within the past 5 years (minimum 2 similar projects)	20	10
4	- Comprehensive CV's which should establish competence and demonstrate qualifications in areas relevant to the requirements of this RFT - Organization structure in relation to the specific project (5) - Detailed CV's of the personnel in relation to the specific projection (10)	20	10
Total		80	56

To pass the technical evaluation, bidders must score at least 50% in each category and achieve a total minimum of 56 points (70%) out of the maximum score of 80 points. This ensures that the bidder has met the minimum standards across all areas, including technical requirements, experience, and personnel qualifications. Bidders who fail to achieve the minimum score in any of the listed categories will not move forward in the evaluation process.

## **ANNEX 3- FORMAT FOR SUBMITTING SUPPLIER'S BID**

We, the undersigned, hereby accept in full the Corporation's General Terms and Conditions, and hereby offer to supply the services listed below in conformity with the specification and requirements of ITB Reference No. ITB/TRAN001/2024.

Please indicate by ticking  $(\sqrt{)}$ YES/NO in the table below, whether the requirements can be met:

No.	SPECIFIC REQUIREMENTS	YES	NO
1.	Servicing must be done between Monday to Friday between the hours of 6:30 to 5:00pm		
2.	Full-service facility available in North and South Trinidad and in Tobago		
3.	Minor and Major mechanical ability e.g., oil and filter change, engine overhauls, gear box overhauls, Differential overhauls, Air Condition Repairs etc. General Servicing; wheel balancing and alignment of vehicles		
4.	All Replacement Parts used must be Genuine Original Equipment Manufacturer (OEM) Replacement Parts.		

## 2. REQUIRED SERVICE – LABOUR COSTS

The Bidder is required to enter the costs relevant to the services and spare parts to be utilized during the service, in the tables below for level 1, 2 and 3 services and include the tables as part of the bid submission.

Expected Standard Service - Level 1 Required every 5000 -km

No.	Service Service Level 1 Required every 3000 Ki			Cost per Vehicle
		YES	NO	\$
1)	Change engine oil and filter and sump pan washer			
2)	Check ALL fluid levels and top up as required			
3)	Check and adjust ALL drive belts			
4)	Check and secure ALL hoses			
5)	Check battery charging system, top up as required, secure battery cables			
6)	Check ALL filters, e.g., air and fuel			
7)	Check braking systems- disc pads, brake lining, brake hoses, leaks			
8)	Check tyre pressure, inspect condition and rotate			
9)	Lubricate suspension, steering, stabilizer bar rubbers, parking brake cables, door hinges			
10)	Inspect wipers and washer			
11)	Inspect cooling system			
12)	Inspect engine mounts			
13)	Inspect electrical system, e.g., lights, horn, wipers			
14)	Inspect suspension, shocks and struts			
15)	Other			
	Subtotal	Ţ	I	
	VAT			
	TOTAL			

## Expected Standard Service – Level 2 Required every 10 000 –km

Change engine oil and filter and sump pan washer  Check ALL fluid levels and top up as required			
Check and adjust ALL drive belts			
Check and secure ALL hoses			
Check battery charging system, top up as required, secure battery cables			
Check ALL filters, eg., air, fuel and cabin			
Check braking systems- disc pads, brake lining, brake hoses, leaks			
Check tyre pressure and rotate			
Lubricate suspension, steering, stabilizer bar rubbers, parking brake cables, door hinges			
Inspect engine Mounts			
Inspect electrical system, eg., lights, horn, wipers			
Inspect suspension, shocks and struts			
Change air filter			
Drain fuel filter			
Tune engine			
Inspect cooling system, pressure test, replace coolant			
Inspect wipers and washer			
Inspect exhaust system			
Check wheel alignment and balancing			
Other			
Subtotal	ı	I	
VAT			
TOTAL			
	Check ALL filters, eg., air, fuel and cabin Check braking systems- disc pads, brake lining, brake hoses, leaks Check tyre pressure and rotate Lubricate suspension, steering, stabilizer bar rubbers, parking brake cables, door hinges Inspect engine Mounts Inspect electrical system, eg., lights, horn, wipers Inspect suspension, shocks and struts Change air filter Drain fuel filter Tune engine Inspect cooling system, pressure test, replace coolant Inspect wipers and washer Inspect exhaust system Check wheel alignment and balancing Other Subtotal VAT	Check ALL filters, eg., air, fuel and cabin Check braking systems- disc pads, brake lining, brake hoses, leaks Check tyre pressure and rotate Lubricate suspension, steering, stabilizer bar rubbers, parking brake cables, door hinges Inspect engine Mounts Inspect electrical system, eg., lights, horn, wipers Inspect suspension, shocks and struts Change air filter Drain fuel filter Tune engine Inspect cooling system, pressure test, replace coolant Inspect wipers and washer Inspect exhaust system Check wheel alignment and balancing Other Subtotal	battery cables Check ALL filters, eg., air, fuel and cabin Check braking systems- disc pads, brake lining, brake hoses, leaks Check tyre pressure and rotate Lubricate suspension, steering, stabilizer bar rubbers, parking brake cables, door hinges Inspect engine Mounts Inspect electrical system, eg., lights, horn, wipers Inspect suspension, shocks and struts Change air filter Drain fuel filter Tune engine Inspect cooling system, pressure test, replace coolant Inspect wipers and washer Inspect exhaust system Check wheel alignment and balancing Other Subtotal

Expected Standard Service - Level 3 Required every 15, 000 -km

Γ-	Lipected Standard Service – Level 5 Required every 15, 000 –km		1	
No.	Service	YES	NO	Cost per Vehicle \$
1.	Change engine oil, filter and sump pan washer			
2.	Check ALL fluid levels and top up as required			
3.	Check and adjust ALL drive belts			
4.	Check and secure ALL hoses			
5.	Check battery charging system, top up as required, secure battery cables			
6.	Check ALL filters, eg., air and fuel			
7.	Check braking systems- disc pads, brake lining, brake hoses, leaks			
8.	Check tyre pressure and rotate			
9.	Lubricate suspension, steering, stabilizer bar rubbers, parking brake cables, door hinges			
10.	Inspect engine Mounts			
11.	Inspect electrical system, eg., lights, horn, wipers			
12.	Inspect suspension, shocks and struts			
13.	Change fuel filter			
14.	Change fuel filter cartridge			
15.	Tune engine			
16.	Inspect cooling system, pressure test, replace coolant			
17.	Inspect wipers and washer			
18.	Inspect exhaust system			
19.	Check wheel alignment and balancing			
20.	Other			
	Subtotal		·	
	VAT			
	TOTAL			

## 3. PARTS / CONSUMABLES FOR ALL VEHICLES

## One (1) year Service Contract

No.	Part/Description	Unit Cost	Total Cost
			(Quantity x Unit Cost)
1.	Diesel oil (Litres)		
2.	Oil filter		
3.	Air Filter		
4.	Disc pads (sets)		
5.	Cabin Filter		
6.	Brake shoes (sets)		
7.	Wiper blades		
8.	Air filter		
9.	Battery		
10.	Headlamp bulbs		
11.	Single contact bulbs		
12.	Double contact bulbs		
13.	Fuse		
14.	Clutch disc		
15.	Clutch release bearing		
16.	Pressure plate		
17.	Air condition belt		
18.	Alternator drive belt		
19.	Glow plugs		
20.	Rear spring eye bushings (rubbers)		
21.	Rear spring eye bushings (metal)		
22.	Brake fluid		
23.	Gear box oil		

24.	Differential oil	
25.	Steering ends	
26.	Ball Joints	
27.	Stay bar rubbers	
28.	Injector cleaner	
29.	Rotor disc	
30.	Tyres	
31.	Wheel bearing	
32.	Shock (front)	
33.	Shock (rear)	
34.	Windscreen (front)	
35.	Windscreen (rear)	
36.	Rear door support shock	
37.	Sliding door bearings	
38.	Timing belt	
39.	Fuel filter	
40.	Other	
41.	Cradle (Upper and Lower	
42.	Shock Absorber (Front and Rear)	

## 4. LABOUR COST-One (1) Year Service Contract

Service Interval	Level of Service (1,2 or 3) as stated above	Cost of Parts	Labour Cost	Total Cost
5,000 km				
10,000 km				
15,000 km				
20,000 km				
25,000 km				
30,000 km				
35,000 km				
40,000 km				
45,000 km				
45,000 km				
50,000 km				
55,000 km				
60,000 km				
65,000 km				
70,000 km				
75,000 km				
80,000 km				
85,000 km				
90,000 km				
95,000 km				
100,000 km				
	Subtotal			
	VAT			
	TOTAL			

**Note:** A detailed listing of service parts to be used and labour to be performed at each service interval must be included in the bid.

**5.** <u>MAJOR SERVICE REQUIREMENTS -</u> (Major breakdown cost estimates- for budgetary forecasting)

## **One Year Service Contract**

NO.	Service Required	Parts Cost	Labour Cost	Total Cost
1	Complete Engine Rebuild			
2	Complete Engine Replacement			
3	Clutch Replacement			
4	Gearbox Rebuild			
5	Gearbox Replacement			
6	Differential Rebuild			
7	Differential Replacement			
8	Other			
Subt	otal	·		
VAT				
TOTA	AL			

## 6. PRICE SCHEDULE

Offer to Comply with Other Conditions and Related Requirements:

Itom			Cost		Total Cost
Item no.	Description	QTY	Unit Price	VAT	(Inclusive of VAT & Profit)
1	Preventative Maintenance Cost for 12 months	51			
			Total		

[Name and Signature of the Supplier's Authorised Person] [Designation]

## **ANNEX 4 – FORM OF ACKNOWLEDGEMENT**

Trinidad and Tobago Postal Corporation Ρ

240-250 G Piarco 350 Frinidad W		
Dear Sir,		
	undersigned, acknowledge re Maintenance for TTPOST and	eceipt of your Invitation to Bid (ITB No. ITB/TRAN001/2024 – d hereby confirm that we:
[]	NTEND [] DO N	NOT INTEND
	it a Tender to the Trinidad er, 2024 at 2:00 PM.	I and Tobago Postal Corporation by the deadline date of 11
	ion. Upon request, we will r	confidential and proprietary to TTPost and contains privileged return this ITB or any part thereof, and all copies thereof, to the
	lame of Authorized epresentative:	
	gnature: tle:	
N	ame and Address of Tendere	r:
	elephone: mail:	
If you do	not intend to submit a propo	osal, please indicate the reason:
[]	We do not have the capac	ity to submit a proposal at this time.
[]	We cannot meet the requi	irements for this RFP.
[]	We do not think we can m	ake a competitive offer at this time.
[]	Other (please specify):	

#### ANNEX 5 - GENERAL TERMS AND CONDITIONS

#### 1. ACCEPTANCE OF THE CONTRACT

This Contract may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the services in accordance with the terms of this Contract, as herein specified. Acceptance of this Contract shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Contract, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind "The Corporation" unless agreed to in writing by a duly authorised officer of "The Corporation".

#### 2. PAYMENT

- 2.1CORPORATION shall, on fulfilment of the Delivery Terms, unless otherwise provided in this Contract, make payment within 30 days of receipt of the Supplier's invoice for the services and copies of the supporting documents specified in this Contract.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Contract, provided payment is made within the period required by such payment terms.
- 2.3 Unless otherwise authorized by the CORPORATION, the Supplier shall submit multiple invoices for services provided under this Contract. Each invoice must reference the Contract's identification number and correspond to the completed maintenance of the vehicles as outlined in the agreement.

2.4 The prices shown in this Contract may not be increased except by express written agreement of CORPORATION.

#### 3. FITNESS OF SERVICES

The Supplier warrants that the services, conforms to the terms and conditions set out under this Contract.

### 4. INSPECTION

4. The CORPORATION shall have a reasonable period after the completion of the services to inspect and issue a Completion Certificate. The issuance of the Completion Certificate will serve as formal acceptance of the services. Payment for services under this Contract shall not be considered as acceptance until the Completion Certificate has been completed and signed.

## 5. RIGHTS OF CORPORATION

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Contract, including but not limited to provide all or part of the services by the agreed date or dates, The Corporation may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

5.1 Procure all or part of the services from other sources, in which event the Corporation may hold the Supplier responsible for any excess cost occasioned thereby.

- 5.2 Refuse to accept delivery of all or part of the services.
- 5.3 Cancel this Contract without any liability for termination charges or any other liability of any kind to the Corporation.

#### **6. LATE DELIVERY**

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the services by the delivery date(s) stipulated in this Contract, the Supplier shall; (i) immediately consult with the Corporation to determine the most expeditious means for delivering the services and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by the Corporation.

#### 7. ASSIGNMENT AND INSOLVENCY

- 7.1. The Supplier shall not, except after obtaining the written consent of the Corporation, assign, transfer, pledge or make other disposition of this Contract, or any part thereof, or any of the Supplier's rights or obligations under this Contract.
- 7.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, the Corporation may, without prejudice to any other rights or remedies, immediately terminate this Contract by giving the Supplier written notice of termination.

#### 8. USE OF CORPORATION OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of the Corporation for any purpose.

#### 9. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing services or services to the Corporation without specific permission of the Corporation in each instance.

## **10. SETTLEMENT OF DISPUTES**

- 10.1 Amicable Settlement-The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Mediation Act Chapter 5:32, or according to such other procedure as may be agreed between the Parties.
- 10.2 Arbitration- Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the Arbitration Act Chapter 5:01of Trinidad and Tobago. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

#### 11. OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of the Corporation has received, nor will be offered, any direct or indirect benefit by the Contractor in connection with this Contract or its award. The Contractor acknowledges that any violation of this provision constitutes a breach of an essential term of this Contract.

## 12. AUTHORITY TO MODIFY:

Pursuant to the policies of the Corporation, only the Corporation authorised official possess the authority to agree on behalf of the Corporation to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against the Corporation unless provided by an amendment to this Agreement signed by the Contractor and jointly by the Corporation Authorised Official.

ITB/TRAN001/2024- Invitation to Bid for Provision of Preventative Maintenance Services of TTPOST's Fleet of Vehicles for a period of One (1) Year **ANNEX 6 – DRAFT CONTRACT END OF DOCUMENT**