

**ITB/HSE001/2025- Invitation to Bid for Servicing and Certifying of Thirty-Five (35) Fire Alarms for TTPOST for a period of one (1) year**



**INVITATION TO BID (ITB)**

**INVITATION TO BID FOR SERVICING AND  
CERTIFYING OF THIRTY-FIVE (35) FIRE ALARMS  
FOR TTPOST**

**Date: 13/01/2025**

**Reference: ITB/HSE001/2025**

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 above-mentioned project.

**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 **31<sup>st</sup> January, 2025 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 Servicing and Certifying of Thirty-Five (35) Fire Alarms for TTPOST for a period**

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.

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

<b>Delivery Location</b>	<b>As stated in Annex 1- Background and Specifications</b>
<b>Currency of Bid</b>	TT Dollars
<b>Value Added Tax on Price Bid</b>	Where applicable
<b>Deadline for Submission of Bids</b>	31 <sup>st</sup> January, 2025 at 2:00 p.m.
<b>All documentations, including catalogues, instructions and operating manuals etc.</b>	Shall be written in English
<b>Documents to be submitted with your Bid</b>	<b>Duly Completed documents as outlined in Annexes 1 through 3;</b>
<b>Period of Validity of Quotes starting the Submission Date</b>	Prices to be valid for one hundred and twenty (120) days. In 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 Bid.
<b>Payment Terms</b>	Net (30) days upon satisfactory delivery and presentation of each invoice.
<b>Bidding Procedure</b>	A <b>one (1) envelope system</b> will be used for the receipt and evaluation of tenders. Accordingly, the participant shall submit its <b>Technical</b> and its <b>Price (Cost) bid in one envelope.</b>
<b>The Corporation can Award to</b>	One Supplier
<b>Type of Contract</b>	Service Contract
<b>Special Conditions of Contract</b>	Period of contract will be for a One (1) Year
<b>Condition for Release of Payment</b>	Written Acceptance of services / works based on full compliance with ITB requirements and submission of invoice(s)
<b>Annexures to ITB</b>	<p>Background and Specifications of the services (Annex 1)            Evaluation Criteria (Annex 2)            Forms for Submission of Bid (Annex 3)            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)</p> <p>Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.</p>

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**Contact Information for Inquiries  
(Written inquiries only)**

[ttpost2020@outlook.com](mailto:ttpost2020@outlook.com)

Any delay in 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 Corporation is 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.

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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.

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Moreover, all vendors must comply with the Code of Ethics published by the Office of Procurement Regulation available at: <https://oprtd.org/general-guidelines-operational-framework/>

**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 Corporation will 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

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**ANNEX 1 –BACKGROUND AND SPECIFICATIONS**

The Trinidad and Tobago Postal Corporation (TTPost) is seeking to have its fire alarm systems at thirty-eight (38) of its locations in Trinidad Serviced and Certified.

This contractual arrangement will be for one (1) year with the option and the selected service provider would be required to issue a hardcopy certificate to TTPost for each location where the fire alarm system has been checked and made functional

**The servicing and certifying of the fire alarm systems would entail the following but not limited to:**

1. Ensuring that the Fire Alarm systems at the thirty-eight (38) locations are functioning so that it detects and alerts persons of an emergency within the respective building. (Smoke detectors, pull stations and panels)
2. Ensure that the three (3) exit doors at the National Mail Centre (NMC) are equipped with stand-alone push-bars.
3. Ensure that all the devices connected to the Fire Alarm System (pull station, strobe and horn, bells, smoke detectors and panel) are cleaned and functioning.
4. Ensure that the Fire Alarm Panels are functioning according to manufacturer's specifications.
5. Ensure that all fire alarm systems are equipped with the functioning batteries.
6. The service provider will be required to responding to three (3) trouble calls subsequent to the annual service.
7. The selected service provider will be required to provide hard copy certificates to TTPost annually for each location.
8. A TTPost Completion Certificate must be completed and submitted to the HSE Department for each fire alarm system serviced.

**Contractors are also asked to include in their quotations the cost for:**

**50 Smoke detectors**

**50 batteries,**

**10 pull stations**

**The installation of a new fire alarm system at the Point Fortin Delivery Office. Site visit (TBA).**

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**List of the thirty-eight (38) TTPost locations throughout Trinidad**

<b>Delivery Offices East West Corridor</b>	<b>Address</b>
Guaico	Corner Manick Street & E.M.R, Guaico
Valencia	321 Cassarina Blvd, Valencia
Arima Delivery/Retail	17 Prince Street, Arima
Maloney/Arouca	6 Flamingo Boulevard, Maloney
La Horquetta	6 Raymond Quevidor Circular, La Horquetta
Curepe	22 Eastern Main Road, Curepe
San Juan	280 Saddle Road, Boug Mulatresse
Records Building	Tacarigua
Lower Santa Cruz	280 Saddle Road, Boug Mulatresse
Upper Santa Cruz	893 Saddle Road, Cantaro
Belmont	101 Belmont Circular Road, Belmont
Morvant	208 Lady Young Road , Morvant
Gonzales	32A Lange Street , Gonzales
Maraval	1486 Saddle Road, Maraval
St. Anns Delivery/Retail	29 St.Anns Road, St. Anns
St. James Delivery/Retail	61-63 Western Main Road, St. James
Diego Martin	343 Diego Martin Main Road, Diego Martin
Carenage	546 Western Main Road, Carenage
Tacarigua	20 Eastern Main Road Tacarigua
Piarco (National Mail Centre)	240-250 Golden Grove Road Piarco
<b>Delivery Offices South &amp; Central</b>	<b>Address</b>
Chaguanas Delivery	38 Imamsha Street, Chaguanas
Cunupia	8 Chin Chin Road, Cunupia
Tabaquite	294 Main Road , Tabaquite
Couva	18 Bryce & La Croix Street, Couva
Carapichaima	60A Southern Main Road, Carapichaima
California	66 Southern Main Road, California
Gasparillo	4 Caratal Road
Willamsville	168 Ecclesville Road, Willamsville
Claxton Bay/Marabella	206 Southern Main Road, Claxton Bay
Rio Claro	2561 High Street, Rio Claro
Mayaro	2 Guayaguayare Road, Mayaro
New Grant/Princes Town	5 Seecharan Street, New Grant
Debe/Penal	4 Wellington Road, Debe.
Siparia	1 Oropuche Road, Siparia.
Santa Flora	2 Coora Road, Santa Flora.
La Romaine Delivery/Retail	2 Lucky Street, La Romaine
Cedros	4074 Southern Main Road, St. Marie Village, Bonasse
La Brea	872 Southern Main Road, Pt. Dor, La Brea

## ANNEX 2 –ELIGIBILITY 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.

***Note:*** 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).

Please note: the bank / financial organisation must state the value of credit facilities that you qualify for to achieve a pass in this criterion. 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.



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**1. EVALUATION OF BIDS**

**Evaluation Criteria**

<b>No</b>	<b>Criteria</b>	<b>Max Score</b>	<b>Min Score</b>
<b>1</b>	<b>Compliance of Bid to the Technical Requirements and specifications</b> <ul style="list-style-type: none"> <li>- Bids must meet all requirements as stated in the ITB</li> <li>- Specific Requirements outlined in Annex 2</li> </ul>	10	5
<b>2</b>	<b>Work Plan</b>	20	10
<b>3</b>	<b>Minimum number of similar projects undertaken within the past 5 years (minimum 2 similar projects)</b>	15	7.5
<b>4</b>	<b>Management Structure and Key Personnel</b> <ul style="list-style-type: none"> <li>- Comprehensive CV's which should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB</li> <li>- Organization structure in relation to the specific project (5)</li> <li>- Detailed CV's of the personnel in relation to the specific projection (10)</li> </ul>	15	7.5
<b>5</b>	<b>Health and Safety Plan</b>	15	7.5
<b>6</b>	<b>Financial Capacity</b>	25	12.5
<b>Total</b>		<b>100</b>	<b>50</b>

**To pass the technical evaluation, bidders must score at least 50% in each category and achieve a total minimum of 50 out of the maximum score of 100 points. This ensures that the bidder has met the minimum standards across all areas. Bidders who fail to achieve the minimum score in any of the listed categories will not move forward in the evaluation process.**

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**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/HSE001/2024.

**2. PRICE SCHEDULE**

<b>Delivery Offices East West Corridor</b>	<b>Address</b>	<b>Cost per Location</b>
Guaico	Corner Manick Street & E.M.R, Guaico	
Valencia	321 Cassarina Blvd, Valencia	
Arima Delivery/Retail	17 Prince Street, Arima	
Maloney/Arouca	6 Flamingo Boulevard, Maloney	
La Horquetta	6 Raymond Quevidor Circular, La Horquetta	
Curepe	22 Eastern Main Road, Curepe	
San Juan	280 Saddle Road, Boug Mulatresse	
Records Building	Tacarigua	
Lower Santa Cruz	280 Saddle Road, Boug Mulatresse	
Upper Santa Cruz	893 Saddle Road, Cantaro	
Belmont	101 Belmont Circular Road, Belmont	
Morvant	208 Lady Young Road , Morvant	
Gonzales	32A Lange Street , Gonzales	
Maraval	1486 Saddle Road, Maraval	
St. Anns Delivery/Retail	29 St.Anns Road, St. Anns	
St. James Delivery/Retail	61-63 Western Main Road, St, James	
Diego Martin	343 Diego Martin Main Road, Diego Martin	
Carenage	546 Western Main Road, Carenage	
Tacarigua	20 Eastern Main Road Tacarigua	
Piarco (National Mail Centre)	240-250 Golden Grove Road Piarco	
<b>Delivery Offices South &amp; Central</b>	<b>Address</b>	<b>Cost per location</b>
Chaguanas Delivery	38 Imamsha Street, Chaguanas	
Cunupia	8 Chin Chin Road, Cunupia	
Tabaquite	294 Main Road , Tabaquite	
Couva	18 Bryce & La Croix Street, Couva	
Carapichaima	60A Southern Main Road, Carapichaima	
California	66 Southern Main Road, California	
Gasparillo	4 Caratal Road	
Willamsville	168 Ecclesville Road, Willamsville	
Claxton Bay/Marabella	206 Southern Main Road, Claxton Bay	

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Rio Claro	2561 High Street, Rio Claro	
Mayaro	2 Guayaguayare Road, Mayaro	
New Grant/Princes Town	5 Seecharan Street, New Grant	
Debe/Penal	4 Wellington Road, Debe.	
Siparia	1 Oropuche Road, Siparia.	
Santa Flora	2 Coora Road, Santa Flora.	
La Romaine Delivery/Retail	2 Lucky Street, La Romaine	
Cedros	4074 Southern Main Road, St. Marie Village, Bonasse, Cedros	
La Brea	872 Southern Main Road, Pt. Dor, La Brea	

Item no.	Description	Cost		VAT	Total Cost (Inclusive of VAT & Profit)
		QTY	Unit Price		
1	<b>Servicing and Certifying Fire Alarms for TTPOST for a period of one (1) year</b>	35			
<b>Total</b>					

Offer to Comply with Other Conditions and Related Requirements:

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.

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the ITB

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

[Designation]

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**ANNEX 4 – FORM OF ACKNOWLEDGEMENT**

Trinidad and Tobago Postal Corporation  
240-250 Golden Grove Road  
Piarco 350462  
Trinidad WI

Dear Sir,

We, the undersigned, acknowledge receipt of your Invitation to Bid (ITB No. ITB/HSE001/2025 – for Servicing and Certifying of thirty-five (35) Fire Alarms for TTPOST and hereby confirm that we:

INTEND                       DO NOT INTEND

to submit a Tender to the Trinidad and Tobago Postal Corporation by the deadline date of 31<sup>st</sup> January, 2025 at 2:00 PM. **Site Visit between the hours of 8:30am - 12pm Monday to Friday (deadline for site visit 23<sup>rd</sup> January, 2025)- *\*Please indicate when you will be visiting the offices via email so we can let them know\**.**

We acknowledge that this ITB is confidential and proprietary to TTPost and contains privileged information. Upon request, we will return this ITB or any part thereof, and all copies thereof, to the Corporation's.

Name of Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Name and Address of Tenderer: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

If you do not intend to submit a proposal, please indicate the reason:

- We do not have the capacity to submit a proposal at this time.
- We cannot meet the requirements for this RFP.
- We do not think we can make 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**

2.1 CORPORATION 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.

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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 5:01 of 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.

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**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.

**ANNEX 6 – DRAFT CONTRACT**

**REPUBLIC OF TRINIDAD AND TOBAGO**

**THIS CONTRACT** (together with all Appendices attached hereto and forming an integral part hereof) (hereinafter referred to as “the Contract”) is made the **XXXX** day of, **XXXX** 2024 between the **TRINIDAD AND TOBAGO POSTAL CORPORATION**, a statutory corporation established by the Trinidad and Tobago Postal Corporation Act, Chapter 47:02 under the laws of the Republic of Trinidad and Tobago with its registered office situate at the National Mail Centre, 240-250 Golden Grove Road Piarco, in the Island of Trinidad (hereinafter referred to as “TTPost” or “the Corporation”) of the One Part, and **XXXXXXXXXX**, a company duly incorporated under the Companies Act Chapter 81:01 of the Laws of the Republic of Trinidad and Tobago with its registered office situate at **XXXXXXXXXX** (hereinafter referred to as “the Provider”) of the Other Part.

The Corporation and the Provider are herein sometimes referred to individually as “Party” and collectively as “Parties”.

**WHEREAS:**

- (a) The Corporation is desirous of engaging the Provider for the provision of Inspection, Service and Certification Services of Thirty-Five (35) Fire Alarms for TTPost for a period of one (1) year (which services are more particularly described in the Scope of Services hereto annexed) (hereinafter referred to as “the Services”).
- (b) The Contractor by **ITB|HSE001|2024**, was invited to submit an Invitation to Bid for the provision of the Services to facilitate the above-mentioned intent. The said Invitation to Bid is hereto annexed and marked “A”.
- (c) The Provider, represented that it is competent and capable of providing the Services desired by the Corporation, and for this purpose submitted a Tender dated **XXXX** for the provision of the Services hereto annexed and marked “B”, at fees stated hereto annexed and marked “D”.
- (d) The Provider having represented to the Corporation that it has the necessary professional skills personnel and technical resources has agreed to provide the Services on the terms and conditions herein set forth.

**NOW THEREFORE**, in consideration of the premises and mutual covenants hereinafter contained, the Parties hereto agree as follows:



**ITB/HSE001/2025- Invitation to Bid for Servicing and Certifying of Thirty-Five (35) Fire Alarms for TTPOST for a period of one (1) year**

1. In this Contract the words and expressions shall have the same meaning as are assigned to them in the contract documents.
2. The Corporation **HEREBY APPOINTS** the Provider and the Provider **HEREBY ACCEPTS THE APPOINTMENT** to provide the Services in accordance with the terms and effects of this Contract.
3. The Provider shall provide the Services as specifically described in the Request for Proposal, and the Scope of Services attached hereto.
4. In consideration of the premises **IT IS HEREBY AGREED** between the Parties hereto that the Provider shall carry out and complete the Services in conformity with the provisions of this Contract and the Corporation shall make payment to the Provider in accordance with the fees as specified in the Letter of Award herein together with the following sums inclusive of Value Added Tax also specified in the Letter of Award herein.
5. In the event that any of the contract provisions are declared invalid the remaining provisions shall not be affected and shall have full force and effect.
6. It is understood that the opinions and recommendations of the Provider obligate neither the Corporation nor its representative who reserve the right to put forward such observations or exceptions as they deem appropriate.
7. The following documents shall comprise the Contract Documents and shall be deemed to form and be read and construed as an integral part of this Contract, namely:
  - (i) The Invitation to Bid dated **XXXX** hereto annexed and marked **“A”**.
  - (ii) The Firms Tender dated **XXXX** hereto annexed and marked **“B”**.
  - (iii) The Letter of Award dated **XXXX** hereto annexed and marked **“C”**.
  - (iv) The Payment Schedule hereto annexed and marked **“D”**.
8. Should there be any conflict between this Contract and any other document hereinbefore listed this Contract shall take precedence.
9. The Provider for itself and its assigns and the Corporation (but not so as to impose any personal liability on the Managing Director of the Trinidad and Tobago Postal Corporation) mutually covenant that they will respectively perform and observe the several provisions of the Contract to be performed and observed by them under this Contract.
10. Each of the Parties warrants its powers to enter into this Contract and has obtained all necessary approvals to do so.

## **10.GENERAL CONDITIONS**

### **10.1 DEFINITIONS**

Unless the context otherwise requires the following terms whenever used in this Contract shall have the following meanings:

- (a) **“Assignment”** means any agreement whereby the Provider transfers or divests itself of any rights or obligations of this Contract to a third party.
- (b) **“Contract”** means this Contract (and any and all Schedules or annexures to this Contract) between the Corporation and the Provider as the same may be amended, modified or supplemented from time to time in accordance with the provisions herein.
- (c) **“Provider”** means **XXXX** and its legal successors and permitted assigns.
- (d) **“Contract Documents”** means the documents listed in Clause 7 herein.
- (e) **“Personnel”** means persons hired by the Provider as employees and assigned to the performance of the Services or any part thereof.
- (f) **“Party”** means the Corporation or the Provider as the case may be.
- (g) **“Services”** means the provision of Inspection, Service and Certification Services of Thirty-Five (35) Fire Alarms for TTPost to be provided by the Provider under this Contract in accordance with the Invitation to Bid and Tender Documents herein.

### **10.2 RELATION BETWEEN THE PARTIES**

Nothing contained herein shall be construed as establishing a relation of master and servant or agent and principal as between the Corporation and the Provider. The Provider subject to this Contract has complete charge of its personnel performing the Services and shall be fully responsible for the Services performed by them or on its behalf.

### **10.3 LAW GOVERNING CONTRACT**

- 10.3.1** This Contract, its meaning and interpretation and the relation between the Parties shall be governed by the laws, customs, duties and taxes of the Republic of Trinidad and Tobago which shall mean the present laws, customs, duties and amendments thereto or new laws passed during the continuance of this Contract and shall be deemed to have been made in the Republic of Trinidad and Tobago.
- 10.3.2** Any proceeding arising out of or in connection with this Contract may be brought in any court of competent jurisdiction in the Republic of Trinidad and Tobago.
- 10.3.3** The submission by the Parties to such jurisdiction shall not limit the right of the Corporation or the Provider upon mutual agreement to commence any proceedings arising out of this Contract in any other jurisdiction it may consider appropriate.
- 10.3.4** Any notice of proceedings or other notices in connection with or which would give effect to any such proceedings may without prejudice to any other method of service be served on any Party in accordance with Clause 10.6.

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**10.3.5** In the event that a Party to any proceedings arising out of or in connection with this Contract is resident outside the Republic of Trinidad and Tobago the address for service in the Republic of Trinidad and Tobago shall be the address for such service nominated in Clause 10.6 of this Contract and any time limits in any proceedings shall not be extended by virtue only of the foreign residence of the Party.

**10.4 LANGUAGE**

This Contract has been executed in the English Language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**10.5 HEADING**

The headings of this Contract are for ease of reference only and shall not limit, alter or affect the interpretation or construction of this Contract.

**10.6 NOTICES**

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile transmission and confirmed by registered post to the party to which it is required to be given at the following address:

***For the Corporation: -***

Trinidad and Tobago Postal Corporation  
Golden Grove Road, Piarco.

**Attention:** Mr. George Alexis, Managing Director

Email: george.alexis@tppost.net

Telephone: (868) 669-5361 x 202 | (868) 682-5041 | (868)-669-5371

***For the Provider: -***

**10.7 CHANGE OF ADDRESS**

Each of the Parties shall give notice to the other of the change or acquisition of any address or telephone facsimile or other number at the earliest opportunity but in any event within forty-eight (48) hours of such acquisition.

**10.8 AUTHORISED REPRESENTATIVES**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed:

- (i) on behalf of the Corporation by the Managing Director, or his designated representative;
- (ii) on behalf of the Provider by its designated representative.

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**10.9 TAXES AND DUTIES**

The Provider shall pay all taxes, duties, fees and other impositions levied in accordance with the tax laws of Trinidad and Tobago.

**10.10 COMMENCEMENT DATE**

This Contract shall come into force and effect immediately upon the signing of this Contract.

**10.11 COMPLETION OF CONTRACT**

**10.11.1** Subject to clause 10.11.2 the Provider shall complete the performance of the services, by **XXXX** or such further time as agreed in writing between the parties.

**10.11.2** The Provider shall be deemed to have completed delivery of the Services upon certification by the Managing Director, of the Trinidad and Tobago Postal Corporation or his designated representative that the Provider has duly performed all of its obligations in respect of the Tender.

**10.12 ENTIRE AGREEMENT**

This Contract embodies and sets forth the entire Contract and understanding of the Parties and supersedes all prior oral and written agreements, understandings or arrangements relating to the subject matter of this Contract, and neither Party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly set forth in this Contract.

**10.13 MODIFICATION**

Modification of the terms and conditions of this Contract, including any modifications within the scope of the Services to be provided may only be made by written agreement between the Parties. This Contract shall be incapable of variations otherwise than in writing signed by or on behalf of both the Corporation and the Provider.

**10.14 ASSIGNMENT AND SUB-CONTRACTING**

Except as provided in the Tender hereto annexed this Contract or any part thereof or any benefit or interest therein or thereunder shall not be assigned by the Provider without the written consent of the Government and such consent if given shall not relieve the Provider of any liabilities or obligations under the terms of this Contract.

**10.15 FORCE MAJEURE**

**10.15.1 Definitions**

(a) For the purpose of this Contract “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts, or other industrial action (except where such strikes, lockouts or other industrial action are within the powers of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include: -

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- (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub- consultants or agents or employees nor;
- (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the execution of this Contract and to avoid or overcome in the carrying out of its obligations hereunder;
- (iii) insufficiency of funds or failure to make any payment required hereunder.

**10.15.2 NO BREACH OF CONTRACT**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**10.15.3 MEASURES TO BE TAKEN**

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay;
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such events as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible; and
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

**10.15.4 EXTENSION OF TIME**

Any period within which a Party shall, pursuant to this Contract, complete any action or tasks shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**10.15.5 PAYMENTS**

The Corporation shall not be liable to make any payments under the Contract in respect of the period of the Provider's inability to perform the Services herein as a result of an event of Force Majeure and any sum already paid thereunder in respect of that period shall be credited to the period following the resumption of the Services.

**10.15.6 CONSULTATION**

Not later than fifteen (15) days after the Provider, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

## **10.16 SUSPENSION OF PAYMENTS**

The Corporation may, by written notice of suspension to the Provider, suspend all payments to the Provider hereunder if the Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the Provider to remedy such failure within a period not exceeding fifteen (15) days after receipt by the Provider of such notice of suspension.

## **10.17 ABANDONMENT, CHANGE OF PLAN AND TERMINATION**

### **10.17.1 ABANDONMENT**

- (a) The Corporation shall have the absolute right to abandon the Services or to amend its project or to change the general basis for the execution of the Services at any time and such action on its part shall in no event be deemed a breach of Contract.
- (b) If the Corporation amends the scope of the Services or changes its general basis and the Provider is of the opinion that extra Services are made necessary as a result thereof the provisions of Extra Services Clause herein shall apply.

### **10.17.2 TERMINATION BY THE CORPORATION**

The Corporation may terminate the Contract by not less than seven (7) days written notice of termination to the Provider, such notice to be given after the occurrence of any of the events specified in the following paragraphs:

- (a) if the Provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 10.16 hereinabove, within seven (7) days of receipt of such notice of suspension or within such further period as the Corporation may have subsequently approved in writing.
- (b) if the Provider becomes insolvent or bankrupt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) if the Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 10.27.1 hereof;
- (d) if the Provider submits to the Corporation a statement which has a material effect on the rights, obligations or interests of the Corporation and which the Provider knows to be false;
- (e) if, as a result of Force Majeure, the Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- (f) if the Corporation, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

**10.17.3 TERMINATION BY THE PROVIDER**

The Provider may terminate this Contract by not less than seven (7) days' written notice to the Corporation, such notice to be given after the occurrence of any of the events specified in the following paragraphs:

- (a) if the Corporation fails to pay any money due to the Provider pursuant to this Contract and not subject to dispute pursuant to Clause 10.27.1 hereof within forty (40) working days after receiving written notice from the Provider that such payments is overdue;
- (b) if the Corporation is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Provider may have subsequently approved in writing) following the receipt by the Government of the Provider's notice specifying such breach;
- (c) if, as a result of Force Majeure, the Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- (d) if the Corporation fails to comply with any final decision reached as a result of arbitration pursuant to Clause 10.27.1 hereof.

**10.17.4 CESSATION OF RIGHTS AND OBLIGATIONS**

- (a) Upon termination of this Contract pursuant to Clauses 10.17.1, 10.19.2, 10.19.3 or upon completion of this Contract pursuant to Clause 10.11 hereof, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration;
- (b) the obligation of confidentiality set forth in Clause 10.29 and the obligation under 10.25 herein;
- (c) the Provider's obligations to permit inspection copying and auditing of their accounts and records set forth in Clause 10.21 hereof, and any right which a party may have under the Laws of the Republic of Trinidad and Tobago.

**10.17.5 CESSATION OF SERVICES**

Upon termination of this Contract by notice of either Party to the other pursuant to Clause 10.17.2 and 10.17.3 hereof, the Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditure for this purpose to a minimum. With respect to documents prepared by the Provider and equipment and materials furnished by the Corporation, the Provider shall proceed as provided respectively by Clauses 10.22 and 10.23 herein.

**10.18 PAYMENT UPON TERMINATION**

- (a) Upon abandonment of the Services or termination of this Contract under Clauses 10.17.1, 10.17.2 or 10.17.3 hereof, and subject to the obligation of the Provider to reduce expenditure to a minimum as contained in Clause 10.17.5 the Provider shall be entitled to receive the remuneration due up to the effective date of abandonment or termination and reimbursement in full for such costs as shall have been incurred during the Contract period prior to the effective date of such abandonment or termination and which are directly attributable to the completed portion of the Services covered by this Contract.
- (b) Compensation to the Provider in respect of abandonment or termination shall be agreed between the Government and the Provider or, failing agreement, shall be referred to arbitration in accordance with Clause 10.27 of this Contract.

**10.18.1 DISPUTES ABOUT EVENTS OF TERMINATION**

- (a) If either party disputes whether an event specified in paragraphs (a) through (c) of Clause 10.17.2 or paragraphs (a), (b) and (d) of Clause 10.17.3 hereof has occurred such Party may, within seven (7) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 10.27 hereof and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
- (b) If the Parties do not agree upon the value of the work performed prior to termination of the Contract other than for work which has been unsatisfactorily performed the provisions for Arbitration pursuant to Clause 10.27 hereof shall apply.

**10.19 FAIRNESS AND GOOD FAITH**

**10.19.1 GOOD FAITH**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

**10.19.2 OPERATION OF CONTRACT**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of the Contract either Party believes that this Contract is operating unfairly, the aggrieved or concerned Party shall immediately inform the other Party of the threat or occurrence of any event or any other matter within the implementation of this Contract which is of concern or interest to it and the Parties shall use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 10.27 hereof.

**10.20 DUTIES OF THE PROVIDER**



**10.20.1 GENERAL OBLIGATIONS STANDARD OF PERFORMANCE**

- (a) The Provider shall exercise all reasonable skill care and diligence in discharge of its duties under this Contract. The Provider, its staff, employees and agents shall respect comply with and adhere to the laws and customs of the Republic of Trinidad and Tobago and shall carry out all its responsibilities in accordance with the professional international standards of its profession.
- (b) The Provider, its staff, employees and agents shall throughout the performance of the Services and following their completion maintain the strictest secrecy vis-à-vis third parties in respect of information data or documents acquired or bought to their notice during the performance of the Services.
- (c) In carrying out the Services entrusted to it the Provider shall endeavour to find the technical and economic solutions best suited to the requirements and shall co-operate fully with the Government in the execution of the Services herein.

**10.20.2** The Provider shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency, economy and in a timely manner and in accordance with professional industry standards. The Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Corporation, and shall at all times support and safeguard the Corporation's legitimate interests in any dealing with Third Parties.

**10.20.3 CONFLICT OF INTERESTS**

The remuneration of the Provider pursuant to Clause 10.26 hereof shall constitute the Provider's sole remuneration in connection with this Contract or the Services hereof. The Provider shall not accept for its own benefit any trade commission discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of its obligations hereunder, and the Provider shall use its best efforts to ensure that any Personnel and agents shall not receive any such additional remuneration.

**10.20.4 PROHIBITION OF CONFLICTING ACTIVITIES**

Neither the Provider nor its agents or the Personnel of either of them shall engage, either directly or indirectly, in any business or professional activities in the Republic of Trinidad and Tobago which would conflict with the activities assigned to them under this Contract.

**10.20.5 PROVIDER'S PERSONNEL**

- (a) The Provider shall employ duly qualified personnel to perform the duties under this Contract, preference being given as far as possible to nationals of the Republic of Trinidad and Tobago. The qualifications and experience of all personnel shall be furnished to the Corporation. The Provider agrees to remove any employee from the Services if requested in writing to do so by the Corporation.
- (b) In the performance of all duties, the Provider shall be responsible for the professional conduct of

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its personnel and shall, except in relation to activities contrary to the Laws of the Republic of Trinidad and Tobago, have full authority and responsibility for taking any necessary corrective action.

- (c) The Provider agrees to furnish to the Corporation upon request, full particulars of all persons employed under this Contract. If required, all such persons shall be subject to security approval prior to assignment to the Services. The Provider further agrees at the written request of the Corporation to replace any individual or person employed by it if the Corporation is of the opinion that for security or other valid reasons termination is required. On receipt of such a request the Provider will take all necessary steps to engage the services of a replacement for such person within seven (7) days. All cost connected with such replacement shall be borne by the Provider including consequential costs to the Provider or any resulting delays in the provision of the Services. Replacement Staff shall possess the same or superior level of knowledge and skills.

**10.20.6 LIABILITY OF PROVIDER**

The Provider shall be liable to the Corporation for the performance of the Services in accordance with the provisions of this Contract and for any loss suffered by the Corporation as a result of a default of the Provider or its personnel in such performance subject to the following limitations: -

- (a) The Provider shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission of any person other than the Provider and or its Personnel;
- (b) The Provider shall not be liable for any loss or damage caused by or arising out of circumstances over which the Provider had no control.

**10.20.7 INDEMNIFICATION**

10.20.7.1 The Provider shall defend, indemnify, protect and save harmless the Corporation and its agents, servants and employees from and against any and all suits, claims, demands and damages of whatsoever kind or nature arising out of any negligent act, error or omission of the Provider its agents, servants and employees in the performance of the Services under this Contract, including but not limited to expenditure for and costs of investigations, hiring of experts, witnesses, court costs, Attorneys' settlements, judgments or otherwise.

10.20.7.2 The Provider shall reimburse the Corporation for any costs incurred by it to correct, modify or redesign any plans or documents submitted by the Provider that are found to be defective or not in accordance with the provisions of this Contract and all works resulting from and related to such plans or documents submitted by the Provider as are found to be defective or not in accordance with the provisions of this Contract.

10.20.7.3 The Provider shall place with the Corporation an insurance for professional malpractice and/or public liability insurance of the type necessary to protect it from any liability arising under the foregoing provisions (paragraphs 10.20.7.1 and 10.20.7.2 above) and specifically providing for

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coverage of the Corporation as a named insured identical to the terms and requirements of the foregoing provisions (paragraph 10.20.7.1 and 10.20.7.2 above). The said insurance shall be in the minimum amount of ten percent (10%) of the Contract sum and shall be maintained in force by the Provider for a period of five (5) years following the actual completion and acceptance of the Services by the Corporation.

10.20.7.4 The Provider shall provide the Corporation with evidence of the Provider's insurance in accordance with the foregoing provisions. Such evidence of insurance shall include the obligation of the Provider assumed under the indemnity provisions of this Contract and shall provide for sixty (60) days' notice in writing to the Corporation prior to any cancellation, expiration or non-renewal.

10.20.7.5 In the event that the Provider provides evidence of insurance in the form of certificates of insurance valid for a period of time less than the period during which the Provider is required by the terms of this Contract to maintain insurance, the said certificates shall be acceptable, but the Provider shall not be obligated to renew its insurance policies as necessary and provide new certificates of insurance from time to time, so that the Corporation is continuously in possession of evidence of the Provider's insurance in accordance with the foregoing provisions. In the event that the Provider fails or refuses to renew its insurance policies and/or to provide new certificates, the Provider shall reimburse the Corporation for the expenses thereby incurred by the Corporation.

10.20.7.6 The Corporation shall as soon as practicable after a claim has been made against it give written notice thereof of the claim. If suit is brought against the Corporation, the Corporation shall immediately forward to the Provider every demand, complaint, notice, summons, pleading or other process received by it or its representatives.

**10.21 ACCOUNTING, INSPECTION AND AUDITING**

The Provider shall keep accurate and systematic records and accounts of all Services in accordance with internationally accepted accounting practices in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof and shall make them available for inspection, copying, checking and auditing by duly authorised Corporation's representatives. The Provider further agrees that all of the above records shall be kept open for at least five (5) years for post-checking and auditing by duly authorised Corporation's representatives.

**10.22 OWNERSHIP OF DATA**

All reports and other documents prepared by the Provider, or obtained from whatever source in connection with the Services, shall become and remain the property of the Corporation and the Provider shall upon termination or expiration of this Contract, or as otherwise specified in this Contract deliver all such documents to the Corporation, together with a detailed inventory thereof. The Provider may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of the Corporation.

**10.23 EXTRA SERVICES**

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If the Provider is of the opinion that any Services the Provider had been directed to perform are outside the scope of this Contract and constitute Extra Services the Provider shall promptly notify the Corporation of that fact in writing. In the event that the Corporation determines that such Services do constitute Extra Services, it shall provide extra compensation to the Provider upon a mutually agreeable fair and equitable basis. In the event that the Corporation and the Provider do not reach mutual agreement on what constitutes Extra Services or fair and equitable compensation, the provisions of the Arbitration Clause of this Contract shall apply.

**10.24 ERRORS AND OMISSIONS**

The Provider agrees to perform such additional services as may be necessary to correct errors and omissions due to the negligence by the Provider in the Services without due delay and without additional cost to the Corporation. The acceptance of the Services by the Corporation shall not relieve the Provider of the responsibility for subsequent correction of such errors. Nothing herein shall be construed to relieve the Provider of the responsibility for subsequent correction of such errors. Nothing herein shall be construed to relieve the Provider of its liability for additional costs resulting from errors or negligence on its part.

**10.25 INSPECTION BY THE GOVERNMENT**

Duly authorised Corporation's representatives shall have access to all records pertaining to the Services rendered and shall have such access as often or as frequently as required. The Provider further agrees to co-operate with the Corporation's officers assigned to the Services being performed by the Provider for the purposes of supervision, checking, observations and reporting directly to the Government when such need arises. All such reports shall be kept in strictest confidence and neither party shall disclose to any third party the contents of any such reports.

**10.26 PAYMENT**

**10.26.1 MODE OF PAYMENT**

Payment to the Provider for Services performed shall be as specified in the Letter of Award hereto annexed and made as follows:

**10.26.2** Payment of valid invoices presented by the Provider shall be paid within sixty (60) days of presentation of same.

**10.27 SETTLEMENT OF DISPUTES  
AMICABLE SETTLEMENT**

The Parties shall use their best efforts to settle amicably by direct informal negotiation, any disagreement or dispute arising out of or in connection with this Contract or the interpretation thereof.

**10.27.1 RIGHT TO ARBITRATION**

Any dispute between the parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for

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such amicable settlement may be submitted for resolution by either party to an Arbitration Committee appointed by the parties herein.

The Committee shall comprise:

10.27.1.1 A representative of the Corporation

10.27.1.2 A representative of the Provider

10.27.1.3 An independent umpire to be appointed by the President of the Law Association of Trinidad and Tobago.

**10.27.2** In the event that the said Arbitration Committee does not resolve the said dispute within twenty-eight (28) days the same shall be submitted by either Party to arbitration in accordance with the provisions of the Arbitration Act of the Republic of Trinidad and Tobago Chapter 5:01 or any statutory modification/s thereof for the time being in force.

**10.27.3** Unless otherwise agreed by both Parties neither Party shall be entitled in any proceeding, whether before arbitrators or in any Court of Law or otherwise, and whether or not in relation to the dispute, to invoke or rely on any of the views expressed or statements made or written by either Party during the negotiations referred to in this Clause.

**10.28 WAIVER OF REMEDIES**

No forbearance, delay or indulgence by either Party in enforcing the provisions of this Contract shall prejudice or restrict the rights of that Party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either Party is exclusive of any other right, power or remedy available to that Party and each such right, power or remedy shall be cumulative. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

**10.29 CONFIDENTIALITY**

The Provider shall not, other than with the prior written consent of the Corporation, during or after the termination, determination or expiry of this Contract disclose directly or indirectly to any person, firm, company or third party and shall only use for the purpose of this Contract, any information relating to the Services, the Corporation, its business, customers, suppliers or any other information of whatever nature which the Corporation may deem to be confidential and which the Provider has or shall hereafter become possessed of.

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**Signature Page to Follow**

**IN WITNESS WHEREOF** the parties have caused this contract to be executed in duplicate originals by their duly authorised officers or representatives on the date first hereinabove mentioned.

SIGNED for and on behalf of  
**TRINIDAD AND TOBAGO  
POSTAL CORPORATION**  
by George Alexis  
Managing Director  
in the presence of:



**SIGNED** for and on behalf of  
**XXXXXXXXX**  
by  
in the presence of:



**END OF DOCUMENT**