

ITB/FAC001/2025- Invitation to Bid for Supply and Installation of a Ground Floor Enclosure at the National Mail Centre (TTPost)



INVITATION TO BID (ITB)

**INVITATION TO BID FOR SUPPLY AND
INSTALLATION OF GROUND FLOOR
ENCLOSURE AT THE NATIONAL MAIL CENTRE
(TTPOST)**

Date: 12/03/2025

Reference: ITB/FAC001/2025

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 – 5 and Appendix 1.

Submission of Bid

Bidders should note that bid submissions must be delivered **in a sealed envelope** and placed in the tender box located on the ground floor by the door of the Facilities Department no later than **2nd April, 2025 at 2:00 pm**. The following must be submitted:

1. One (1) Original Bid Submission in hardcopy
2. Two (2) Copies of the Bid Submission in hardcopy
3. One (1) electronic bid submission

Each envelope must be labelled as follows

Invitation to Bid for Supply and Installation of a Ground Floor Enclosure at the National Mail Centre.

The Procurement Department
Trinidad and Tobago Postal Corporation
240-250 Golden Grove Rd,
Piarco 350462
Trinidad WI

It is the bidder’s responsibility to ensure that the bidis submitted in the correct tender box at the address stated above, on or before the deadline date and time. Bids **will not** be accepted after the submission deadline.

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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
SITE VISIT	18th March 2025, at 9:00 a.m.
Deadline for Submission of Bids	2 nd April, 2025 at 2:00 p.m.
All documentations, including catalogues, instructions and operating manuals etc.	Shall be written in English
Documents to be submitted with your Bid	Duly Completed documents as outlined in Annexes 1 through 5 and Appendix 1;
Period of Validity of Quotes starting the Submission Date	Prices to be valid for one hundred and twenty (120) days from the deadline for submission. 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 to the Bid.
Payment Terms	Net (30) days upon satisfactory delivery and presentation of each 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) Month
Condition for Release of Payment	Written Acceptance of services / works based on full compliance with ITB requirements and submission of invoice(s)
Annexures to ITB	<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)- Please complete and submit this form to confirm your interest in participating in this tender. Draft Contract (Annex 5) Ethical Code of Conduct for Suppliers and Contractors (Appendix 1) Please complete and submit the form in document to confirm your interest in participating in this tender.</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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	All bidders must sign and return the Ethical Code of Conduct for Suppliers and Contractors with your bid submission.
Contact Information for Inquiries (Written inquiries only)	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 annex 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 as well as offering 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 highest ranked 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 of 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 bidder 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 of a Contract.

The Corporation is not 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.

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The Corporation mandates every prospective bidder 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 canvas or 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.

Moreover, all bidders must comply with the Ethical Code of Conduct for Suppliers and Contractors published by the Office of Procurement Regulation available in appendix 1 attached. You are required to read, sign and resubmit the document with your tender submission.

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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 and inform the Corporation in writing of the designate providing his/her name, designation and contact information.

The Corporation's Manager, acting reasonably, may require the Contractor to remove assigned Personnel from the provision of the Services for any reason listed below by giving the Contractor's Manager written notice to that effect.

1. Poor Performance – Failure to meet performance standards, deadlines, or contractual obligations as outlined in the ITB.
2. Misconduct – Any form of inappropriate behavior, including harassment, discrimination, or unprofessional conduct.
3. Non-Compliance – Violation of company policies, safety regulations, or legal requirements.
4. Security Concerns – Any actions that compromise the Corporation's security, confidentiality, or proprietary information.
5. Health or Safety Risks – If an individual poses a risk to themselves, others, or the work environment.
6. Conflict of Interest – Any situation that creates a real or perceived conflict of interest with the Corporation.
7. Breach of Contract – Any act or omission that constitutes a violation of the terms and conditions of the contract in Annex 5 of the ITB.

The Contractor will immediately remove the Personnel referred to in paragraph 5 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 loss or damage as a result of that removal.

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

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ANNEX 1 – SCOPE OF SERVICES

1. To supply and install 14no. 3"x 3" RHS columns between proposed gypsum partition walls (Refer to attached Dwg #UPU 01) and attached to RC floor slab with anchor bolts to receive overhead support bars for all newly erected gypsum walls.
2. To supply and install 9'-0" height gypsum partition walls, inclusive of all framing members, door and window openings, RHS horizontal support bars attached to 3"x3" RHS columns, gypsum capping, etc fasten to floor, walls, etc in Transport Department, Processing Department, Air Mail Area, Customer Service Area and make good with all necessary parts and fittings. (Refer to attached Dwg. #UPU 01)
3. To supply and install skirting along perimeter of newly erected gypsum walls throughout to match existing on both sides of walls.
4. To supply and install ¾" dia conduit and PVC boxes for both electrical and IT for all locations within the gypsum walls, etc, inclusive of trunking, fittings, draw lines and make good (Refer to Dwg #UPU 01)

(Please note these works must be done in collaboration with the Corporation's IT Department for the installation of conduits & PVC cans for the Ethernet cabling and voice drops).

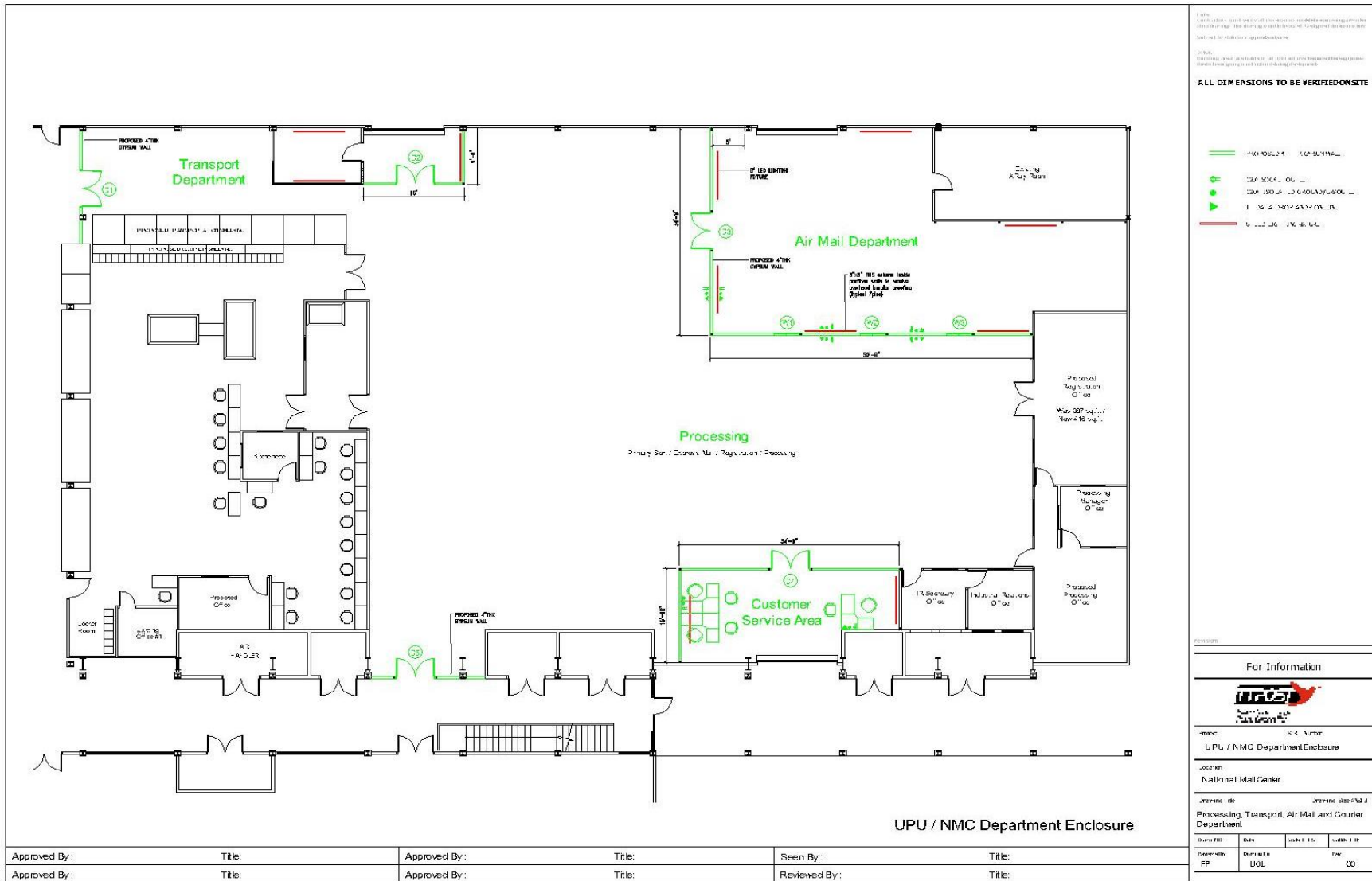
5. To supply and install 5 no. 6' wide x 7'-0" solid double vision panel flush door, inclusive of metal door frames fasten to the floor and walls, door closers, door stops, ironmongery and the likes and make good.
6. To supply and install 5no. magnetic door locks with keypad/ swipe access. To provide release button switches placed strategically by desks for ease of access opening at D3&D4. (This to be done as directed by TTPost Security representative).
7. To supply and install 5no. 120V electrical outlet inclusive of 4"x 2" p.v.c cans, conduit runs, breakers, wiring etc. from nearby electrical panel and all necessary parts and fitting.
8. To supply and install 11 no. 8' LED Lighting fixtures on newly erected partition wall inclusive of lighting switch, wire runs, conduits, breakers from nearby electrical panel and make good.
9. To prime all gypsum walls using 2no. coats primer and 2no. coats low VOC paint and match existing walls
10. To supply and install 2no. switch operated buzzer / bells in Airmail Department (D3) and Processing Department (D4) and make good.
11. To supply and install 3no. 4' wide x 3' high fixed windows in Air Mail Department.

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12. To supply and install 3no. 6'x6' office desk inclusive of office chairs.
(To be determined on site visit)

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DRAWING #UPU 01



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ANNEX 2 –ELIGIBILITY CRITERIA

1. Mandatory Requirements

Evidence of valid (at a minimum, up to the date of the submission deadline) 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 all valid mandatory documents 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 in the ITB. 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;

1. 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.
2. 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

No	Criteria	Max Score	Min Score
1	Compliance of Bid to the Technical Requirements and specifications <ul style="list-style-type: none"> - Bids must meet all requirements as stated in Annex 1 - Specific Requirements outlined in Annex 2 	10	6
2	Work Plan <ul style="list-style-type: none"> - Comprehensive Work Plan 	20	12
3	Experience <ul style="list-style-type: none"> - Projects of a similar nature undertaken within the past 5 years (minimum of 2 similar projects) 	15	9
4	Management Structure and Key Personnel <ul style="list-style-type: none"> - Organization structure in relation to the specific project (5) - Detailed CV's of the key personnel in relation to the specific projection (10) <p>Key Personnel: Project Manager, Project Supervisor, Licensed Electrician, Skilled Laborers, Welder / Fabricator</p>	15	9
5	Health and Safety Plan <ul style="list-style-type: none"> - Project Specific HSE plan inclusive of Project Risk Assessment and Forms 	15	9
6	Financial Capacity <ul style="list-style-type: none"> - Tender Price - Compared to lowest Bid (10) - Compared to budget (10) - Financial Ratios Analysis (5) 	25	15
Total		100	60

Bidders are required to score at least 60% in each category and achieve a total of at least 60 points out of the maximum score of 100 points.

The bidder who satisfies the requirements stated above and achieves the highest overall score would be deemed the top ranked proponent.

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ANNEX 3- PRICE SCHEDULE

PRICE SCHEDULE

<u>Item no.</u>	<u>Description of Work</u>	<u>Material Cost</u>	<u>Labor Cost</u>	<u>Total</u>
	-			
1	To supply and install 14no. 3"x 3" RHS columns between proposed gypsum partition walls and attached to RC floor slab with anchor bolts to receive overhead support bars for all newly erected gypsum walls.			
2	To supply and install 9'-0" height gypsum partition walls, inclusive of all framing members, door and window openings, RHS horizontal support bars attached to 3"x3" RHS columns, gypsum capping, etc fasten to floor, walls, etc in Transport Department, Processing Department, Air Mail Area, Customer Service Area and make good with all necessary parts and fittings. (Refer to attached Dwg. #UPU 01)			
3	To supply and install skirting along perimeter of newly erected gypsum walls throughout to match existing on both sides of walls.			
4	To supply and install ¾" dia conduit and PVC boxes for both electrical and IT for all locations within the gypsum walls, etc, inclusive of trunking, fittings, draw lines and make good (Refer to Dwg #UPU 01)			
5	To supply and install 5 no. 6' wide x 7'-0" solid double vision panel flush door, inclusive of metal door frames fasten to the floor and walls, door closers, door stops, ironmongery and the likes and make good.			
6	To supply and install 5no. magnetic door locks with keypad/ swipe access and make good. Also to provide release button switches placed strategically by desk for ease of access opening at D3&D4. (This to be done as directed by TTPost Security representative).			
7	To supply and install 5no. 120V electrical outlet inclusive of 4"x 2" p.v.c cans, conduit runs, breakers, wiring etc. from nearby electrical panel and all necessary parts and fitting.			
8	To supply and install 11 no. 8' LED Lighting fixtures on newly erected partition wall inclusive of lighting switch, wire runs, conduits, breakers from nearby electrical panel and make good. (Location to be determined by Facility personnel.)			
9	To prime all gypsum walls using 2no. coats primer and 2no. coats low VOC paint and make good to match existing.			

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10	To supply and install 2no. switch operated buzzer / bells in Airmail Department (D3) and Processing Department (D4) and make good.			
11	To supply and install 3no. 4' wide x 3' high fixed windows in Air Mail Department.			
12	To supply and install 3no. 6'x6' office desk inclusive of office chairs.			
	Total			
	Vat 12.5%			
	Sub Total			

Name and Signature of the Supplier's Authorised Person: _____

Designation: _____

Affix Company Stamp Here:

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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/FAC001/2025 for Supply and Installation of a Ground Floor Enclosure for TTPOST and hereby confirm that we:

INTEND DO NOT INTEND

to attend the **site visit** on 18th March 2025 at 9:00am. at the National Mail Centre #240-250 Golden Grove Rd, Piarco.

To submit a Tender to the Trinidad and Tobago Postal Corporation by the deadline date of 2nd April 2025 at 2:00pm at the National Mail Centre #240-250 Golden Grove Rd, Piarco.

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.

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): _____

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ANNEX 5 – DRAFT CONTRACT

THE REPUBLIC OF TRINIDAD AND TOBAGO

THIS CONTRACT (together with all Appendices hereto and forming an integral part hereof) (hereinafter referred to as “the Contract”) is made in duplicate this day of March 2025 **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 Piarcó, in the Island of Trinidad (hereinafter referred to as “the Client”) of the One Part , 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 (*hereinafter referred to as “the Contractor”*) of the Other Part. The Client and the Contractor are herein sometimes referred to individually as “Party” and collectively as “Parties”

WHEREAS: -

1. The Client is desirous of obtaining the services of a suitable qualified contractor to supply and install structural and partitioning works for the Processing Unit Ground Floor (hereinafter referred to as “the Services”) at the National Mail Centre situated at 240-250 Golden Grove Road Piarcó, in the Island of Trinidad. The Services are more particularly described in the Request for Proposal hereto annexed and marked “ ”.
2. The Contractor by Request for Proposal dated , 2025, to submit a proposal for the provision of the Services to facilitate the above-mentioned intent.
3. The Contractor, represented that it is competent and capable of providing the Services desired by the Client and for this purpose submitted a proposal dated for the provision of the Services, at fees stated therein.
4. The Client has accepted the contractor’s proposal for the provision of the services subject to the terms and conditions herein.

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

1. Client hereby engages the contractor to perform the required Services in conformity with the terms and conditions herein set forth.

1.1.1. The following documents shall compose the Contract documents and shall be deemed to form and be read and construed as an integral part of this Contract, viz:

1.1.2. Request for Proposal dated , hereto annexed and marked “A”.

1.1.3. Contractor's proposal dated Hereto annexed and marked “ ”.

1.1.4. Payment schedule, hereto annexed and marked “ ”.

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1.2. DEFINITIONS

1.2.1. 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 Contractor transfers or divest itself of any rights or obligations of this Contract to a third party.
- b. 'Commencement date'** means the date the Contract comes into effect or any other date agreed between the Parties.
- c. 'Contract'** means this contract (and any and all schedules or annexures to this Contract) between the Client and the Contractor as the same maybe amended, modified or supplemented from time to time in accordance with the provisions herein.
- d. 'Contractor'** means _____ and its legal successors and permitted assigns.
- e. 'Contract Documents'** means the documents listed in Clause 1.1 herein.
- f. 'Defects Liability Period'** means a period of from the date of completion of the Works.
- g. 'Equipment'** means the structural, electrical and security systems, including all machinery, installations and other items of hardware described in Appendix ' '.
- h. 'Materials'** means things of all kinds intended to form or forming part of the permanent work.
- i. 'Personnel'** means persons hired by the contractor as employees and assigned to the performance of the Services or any part thereof.
- j. 'Site'** means the places provided by the Client where the Works are to be executed, and any other places specified in Contract as forming part of the Site.
- k. 'Services'** means the supply and installations of structural and partitioning works for the Processing Unit Ground Floor of the National Mail Centre Trinidad and Tobago Postal Corporation to be provided by the Contractor under this contract in accordance with the request for quotation and Contracted documents herein.
- l. 'Specification'** means the document as listed in the Appendix " ", including the Clients requirements in respect of design to be carried out by the Contractor, if any, and any variation to such document.
- m. 'Time for Completion'** means the time for completing the works as stated in the Appendix " ", calculated from the Commencement date.
- n. 'Variation'** means a change in the Specification which is instructed by the Client.

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- o.** 'Works' means all work and design to be performed by the Contractor including temporary work and any Variation.

(i) COMMENCEMENT

The Contractor shall from the March, 2025, provide the Services in the manner more particularly described in the Request for Proposal hereto annexed and marked " ".

(ii) TERM

3.1. This Contractor shall take possession of the Site on the day of ...

3.2. The Contractor Shall Perform the Services over a period of

(iii) FEES PAYMENT AND RETENTION

For and in respect of the required Services to be provided by the Contractor, the Client shall pay to the Contractor the sum of (.....) Vat Inclusive, as set forth in the Payment Schedule at **Appendix ' ' hereto (hereinafter referred to as ' the Contract price')** over the Term of this Agreement.

(iv) PAYMENT AND RETENTION

5.1. The total sum of the aforesaid shall be payable by the Client to the Contractor in accordance with the Payment Schedule hereto annexed and Marked ' '.

5.2. In the event that the Client in good faith disputes an invoice submitted by the Contractor, the Client may withhold payment of any amount subject to the dispute provided however that:

(v) The Client will continue to pay all undisputed amounts in accordance with the term hereof, and

(vi) The Client will notify the Contractor, in writing of any disputed amounts and the reason for any dispute by the due date for payment of the invoice containing and disputed chargers.

5.3. In the event of a dispute within (30) days after the Client provides written notification of such dispute to the Contractor. Each party will provide full supporting documentation concerning any disputed amount or invoice within thirty (30) days after written notification of the dispute. Un paid fees that are under good faith dispute will not be considered a basis for default hereunder. To the extent that a dispute regarding the amount of any invoice cannot be resolved pursuant to this Clause the Dispute Resolution section set out in Clause 18 shall apply.

5.4. In the event of alterations to request for the provision of additional services, variations to the fees will be considered, provided they are agreed to by the Parties in writing prior to effecting such alterations or requests.

5.5. One half of the retention shall be paid by Client to the Contractor within 14 days after issuing the notice under Sub-Clause 11. 2.

5.6. The remainder of the retention shall be paid by the Client to the Contractor within 14 days after either the expiry of the period stated in the Appendix, or the remedying of notified defects or the completion of outstanding work, all as referred to in Sub-Clause 12, whichever is later.

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(vii) CONTRACTORS'S GENERAL OBLIGATIONS

The Contractor hereby agrees and undertakes with the Client throughout the duration of this Contract to provide the Services as follows: -

- 6.1. To the standards laid out in the Request for quotation hereto annexed and marked “ ”.
- 6.2. To all applicable standards and codes of practice or conduct of any appropriate professional bodies trade associations or regulators;
- 6.3. With all due skill, care and diligence to be expected of a competent contractor experienced in providing services of the type, and scope of the Services.
- 6.4. The Contractor shall provide all necessary materials, labour and skills and anything else required for the proper construction and completion of the Works to the satisfaction of the Client and the Client's Authorized Representative.
- 6.5. Shall provide experienced and competent personnel to ensure the necessary supervision in the performance of the Services and provide all the expert advice and skills, which are normally required for the Services for which it is engaged hereunder.
- 6.6. The Contractor shall be responsible for and shall, entirely at his own cost and within a reasonable timeframe, amend any errors arising from his own setting out of the Works or Misrepresentation of the Contract Documents.
- 6.7. The Contractor shall comply with, make all applications required by and give all notices required by statute, any statutory instrument, rule or order of any regulation or bylaw applicable to the Works and shall pay all fees and charges in respect of the works legally recoverable from the Contractor and such fees or charges shall be deemed to be included in the Contract Sum.
- 6.8. The Contractor shall provide a safe system of work for the duration of the Contract and shall produce evidence of safe work procedures and HSE Health and Safety Policies. All employees on site shall follow safe work procedures and comply with the Client's Safe Work Procedures and the requirements of the Occupational Safety and Health Act Chapter 88:08.
- 6.9. The Contractor, its staff, employees and agents shall throughout the performance of the Services and following their completion maintain the strictest secrecy vis-a-vis third parties in respect of information data or documents acquired or brought to their notice during the performance of the Services.
- 6.10. In carrying out Works entrusted to it, the Contractor shall endeavour to find technical and economic solutions best suited to the requirements and shall cooperate fully with the Client in the execution of the Services herein.
- 6.11. The Contractor shall ensure that all means of access and egress in the vicinity of the site is free from obstruction. Any surplus scrap material must be removed from the site in a manner that will not harm the environment. In the event of any spillage of any substance in the vicinity

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of the workplace, the Contractor shall take immediate appropriate action. The Contractor shall ensure that at all times there is free and unobstructed access and egress around the worksite.

(viii) CONTRACTOR'S PERSONNEL

7.1 The Contractor shall: -

7.1.1. Provide a competent representative duly and fully authorised to act on its behalf in all matters relating to this Contract.

7.1.2. In the performance of all duties, the Contractor shall be responsible for professional conduct out of its personnel and shall, except in relation to activities contrary to the Laws of Republic of Trinidad and Tobago. Having full authority and responsibility for taking any necessary corrective action.

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

a LIABILITY OF THE CONTRACTOR

The Contractor shall be liable to the Client for the construction and completion of the Works in accordance with the provisions of this Contract and for any loss suffered by the Client as a result of a default of the Contractor its personnel is such performance subject to the following limitations: -

(a) The Contractor shall not be liable for any damages or injury caused by or arising out of the act, neglect, default or omission of any person other than the Contractor and or its Personnel;

(b) The Contractor shall not be liable for any loss or damage caused by or arising out of circumstances over which the Contractor had no control.

(ix) CLIENT'S OBLIGATIONS

8.1. Without prejudice to any other obligations of the Client under this Contract, the Client shall:

(i) perform its obligations under this contract without delay, so as to enable the Contractor to perform its obligations under this contract without delay; and

(ii) Provide such co-operation and information to the Contractor as necessary or desirable for the Contractor to provide the Services.

(x) CLIENT'S REPRESENTATIVE INSTRUCTIONS

9.1. The Client's representative may issue written instructions for oral instructions, provided such oral instructions are confirmed in writing by the Client Representative within seven (7) days of issue of the oral instructions. The Contractor shall comply with all such written or oral instructions without delay.

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9.2. The Contractor shall grant the Client's Representative access to the Works for the purpose of conducting a site inspection. The Client's Representative shall have the right to bring to the attention of the Contractor any activity or omission of the Contractor which the Client's Representative considers to be a breach of procedures or the Contract documents, the Contractor shall immediately take all necessary steps to rectify such breach.

9.3. The Client's Representative may, without invalidating the contract, instruct an addition to, omission from or other change in the Works. The Contractor shall comply with all instructions.

9.4. Any such instruction shall be valued by the Contractor who shall submit a fair and reasonable value of such change in the Works to the Client for agreement in writing.

(xi) TIME FOR COMPLETION

The Contractor shall commence the Works on the Commencement Date and proceed expeditiously and without delays and shall complete the Works within the Time for Completion.

(xii) TAKING OVER

11.1. The Contractor may notify the Client when he considers that the Works are complete.

11.2. The Client shall issue a Taking- Over Notice to notify the Contractor when he considers that the Contractor has completed the Works stating the date accordingly. Alternatively, the Client may notify the Contractor that the Works, although not fully complete, are ready for taking over, stating the date accordingly.

11.3. The Client shall take over the Works upon the issue of this Notice. The Contractor shall promptly complete any outstanding work and, subject to Clause 12, clear the Site.

(xiii) REMEDYING DEFECTS

12.1. The Client may at any time prior to the expiry of the period stated in the Appendix notify the Contractor of any defects or outstanding work. The Contractor shall remedy at no cost to the Client any defects due to the Contractor's design, Materials, or Workmanship not being in accordance with the Contract.

12.2. The cost of remedying defects attributable to any other cause shall be valued as a Variation. Failure to remedy any defects or complete outstanding work within a reasonable time of the Client's notice shall entitle the Client to carry out all necessary work at the Contractor's cost.

(xiv) RISK AND RESPONSIBILITY

The Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Client's notice under Sub-Clause 11.2. Responsibility shall then pass to the Client. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract. Unless the loss or damage happens as a result of the Client's Liability, the Contractor shall indemnify the Client, the Client's contractors, agents and employees against all loss or damage happening to the Works and against all claims or expense arising out of the Works caused by a breach of the Contract, by negligence or by other default of the Contractor, his agents or employees.

(xv) WARRANTIES

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Each Party warrants to the other that they have obtained all necessary corporate authorisations and all other applicable governmental, statutory, regulatory or other consents, licences, waivers or exemptions required to empower them to enter into and to perform their obligations under this Contract and this Contract contains obligations which are binding on each Party in accordance with its terms.

(xvi) AUTHORISED REPRESENTATIVES

15.1. The Client's Authorised Representative for the purpose of this contract or such other officer that the Client may advise the Contractor of in writing ("Client's Authorised Representative").

15.2. The Client's Authorised Representative shall be responsible for:

- (a) Ensuring that the Contractor is supplied with any document, information or data to be provided by the Client.
- (b) Certifying that the Contractor has satisfactorily performed its obligations in accordance with this Contract.
- (c) Advising the Contractor of any additional services which may be required.
- (d) Ensuring that payments are remitted to the Contractor in a timely manner consistent manner and in accordance with the provisions of this Contract.

15.3. The Contractor's Authorised Representative for the purpose of this Contract shall be or such other officer that the Contractor may advise the Client of in writing ("The Contractor's Authorised Representative").

(xvii) LIABILITY AND INDEMNITY

The Contractor shall defend, indemnify, protect and save harmless the Client and its agents, servants and employees from and against any and all suits, claims, demands, damages, death, injuries, costs and or expenses of whatsoever kind or nature arising out of any negligent act, error or omission of the Contractor 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, judgements or otherwise.

(xviii) INSURANCE

17.1. The Contractor shall insure its Personnel engaged in the performance of this Agreement against injury sustained by them in the course of carrying out their duties herein and unless such injury shall be due to negligent act or default of the Client, its servants or agents, the Contractor will indemnify the Client against all actions, claims and demands in respect of such injury;

17.2. The Contractor shall continue such insurances during the course of the required Services and shall, prior to the commencement of the required Services and at any time during the course hereof, produce to the Client such policies or certificates of insurance evidencing that the said insurance coverage is in effect; and

17.3. Any cancellation or material alterations of the insurance policies shall be promptly notified to the Client in writing by the Contractor and in any event not less than ten (10) days prior written notice shall be given.

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(xix) TERMINATION

- 18.1. Notwithstanding the provisions of Clause 3, this Contract may be terminated by either Party prior to the expiration of the Term in accordance with Clauses 18.2 and 18.3.
- 18.2. This Contract may be terminated without cause if either Party shall give to the other at least seven (7) days' notice of termination in writing.
- 18.3. Subject to Clause 18.4, the Client and the Contractor reserve the right to terminate the Contract immediately for any one of the following reasons:
- (i) if the other Party fails to fulfil one of the material conditions or obligations incumbent under this Contract; or
 - (j) either Party shall make an assignment for the benefit of creditors, or become insolvent or bankrupt, or if an order of sequestration or liquidation is made against either Party or if a receiver or similar shall be appointed to take charge of all or part of their property, or if either Party tries to take advantage of any legislation relating to insolvency, bankruptcy or arrangement with creditors, the other Party shall have the right to terminate this Contract.
- 18.4. Except as specified in Clause 18.3 (ii) if any one of the termination events provided for under Clause herein occurs, a written notice shall be sent to the defaulting Party by the Party not in default setting out the breach complained of and the said defaulting Party shall have seven (7) days following the date of such notice to rectify the breach. Failure to do so shall render this Agreement terminated automatically from the date the termination takes effect, that being the day after the expiry of the period for remedy of the breach (hereinafter referred to as the "Termination Date") without prejudice to the rights and remedies of the non-defaulting Party.
- 18.5. Upon termination of the Contract, for any cause other than material breach of same, the Contract shall be automatically terminated without obligation or liability of any nature of either Party, except the Client's obligation to pay to the Contractor all fees incurred for any partially delivered and completed Services and any Services provided up to the date of termination.

(xx) FORCE MAJEURE

- 19.1. Neither Party shall be liable to the other for any loss, damage, cost or expense which may be suffered by the other Party as result of any delay or failure in the performance of its obligations under this Agreement to the extent that such delay or failure is due to causes of Force Majeure, which shall mean causes proved to be beyond such Party's control and without the parties fault or negligence, including without limitation any Act of God, natural disasters, fire, flood, explosions, earthquakes; epidemics, pandemics or quarantine restrictions; any act of Governments, civil or military authorities; war, insurrection or riots; strikes, labour disputes, lock-outs, or embargoes ("Force Majeure Event", provided that in all such cases such Party exercises due diligence in promptly notifying the other Party hereto in writing of any known or anticipated delay and recommences the performance of its obligations under this Contract immediately on cessation of such delay.
- 19.2. If the Party claiming the Force Majeure Event has complied with Clause 19.1 its performance under this Contract will be suspended for the period that the Force Majeure Event continues and the Party

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will have an extension of time for performance which is reasonable (and in any event equal to the period of delay or stoppage) as regards such delay or stoppage.

19.3. Any cost arising from the delay or stoppage will be borne by the Party incurring those costs.

(xxi) ASSIGNMENT AND SUBCONTRACT

20.1. This Contract shall not be assignable by either Party except:

(i) with the prior written consent of the other which consent shall not be unreasonably withheld;

(ii) to any present or future corporation, association, partnership or individual controlling, controlled by, or in common control with the assigning Party, subject to written notice being provided to the other Party; or

(iii) to any successor to the interest of the entire business of such Party by merger, consolidation, purchase, assignment or operation of law, subject to written notice being provided to the other Party.

20.2. The Contractor may subcontract the performance of any of its obligations under this Contract; provided, however, that the Contractor shall in all cases remain primarily responsible for all of its obligations under this Contract and for the compliance with this Contract by its subcontractors.

(xxii) FAIRNESS AND 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.

(xxiii) 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 opening 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 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 23 hereof.

(xxiv) DISPUTE RESOLUTION

23.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. In the event a dispute cannot be resolved by the Parties' respective authorized representatives, the Parties agree to refer the dispute to the next senior management of their respective organizations for further attempts at resolution.

23.2. Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within fourteen (14) days after referral to senior management or such longer time agreed by the Parties to extend amicable settlement measures, shall be submitted to

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arbitration. The arbitration will be conducted in accordance with the procedures in the Trinidad and Tobago Arbitration Act Chap. 5:01 [*the Arbitration Act] (as amended) in effect on the date of the Contract, or such other rules and procedures as the parties may designate by mutual agreement. The arbitration will be conducted before a single arbitrator selected by agreement of the parties. In the event that the parties are unable to agree on a single arbitrator, the arbitrator shall be appointed by The Dispute Resolution Centre of Trinidad & Tobago. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of these procedures, including any contention that all or part of these procedures are invalid or unenforceable, shall be governed by the Arbitration Act and resolved by the arbitrator. No potential arbitrator shall be appointed unless he or she has agreed in writing to abide and be bound by these procedures. The parties agree to be bound by the decision of the Arbitrator.

23.3. All Parties shall continue performing their respective obligations under the Contract while any dispute is being resolved in accordance with this Clause 23, unless and until such obligations are terminated or expire in accordance with the provisions of the Contract.

(xxv) EXTRA SERVICES

If the Contractor is of the opinion that any Services the Contractor has been directed to perform are outside the scope contemplated herein and constitute Extra Services the Contractor shall promptly notify, in writing, the Client of that fact. In the event that the Client determines that such Services do constitute Extra Services, it shall provide extra compensation to the Contractor upon the mutually agreeable fair and equitable basis. In the event that the Client and the Contractor do not reach mutual agreement on what constitutes Extra Services or fair and equitable compensation, the Dispute Resolution provisions of Clause 23 hereof shall apply.

(xxvi) 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.

(xxvii) CONFIDENTIALITY

26.1. The Contractor shall not, other than with the prior written consent of the Client, 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 not use for the purpose of this Contract, any information relating to the Services, the Client, its business, customers, suppliers or any other information of whatever nature which the Client may deem confidential and which the Contractor has or shall hereafter become possessed of. This obligation shall continue after this Contract is terminated.

26.2. The obligations set forth in paragraph 26.1 shall not apply to information documentation and know-how that:

- (a) is, as of the time of its disclosure, or thereafter becomes, a part of the public domain through lawful means;
- (b) was known to the receiving party as of the time of its disclosure to it by the disclosing party;

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(c) is independently developed by the receiving party without reference to the confidential or proprietary information; and (d) is required to be disclosed pursuant to judicial or administrative process, or other requirements of law.

(xxviii) RELATION BETWEEN THE PARTIES

27.1. Nothing contained herein shall be construed as establishing a relation of master and servant or agent and principal as between the Client and the Contractor. The Contractor 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.

27.2. This is not an exclusive contract and the Client is entitled to enter into other contracts and arrangements with other providers for the provision of any or all services which are the same as or similar to the Services.

(xxix) ENTIRE CONTRACT

The Parties agree that this Contract, together with the appendices attached hereto, shall constitute the complete and exclusive Contract between the Parties and supersedes all other communication, whether oral or written, between the Parties relating to the subject matter of this Contract. This Contract may only be varied as between the Parties if such variation is in writing and signed by the duly authorised representatives of both Parties.

(xxx) 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 the Client and the Contractor.

(xxxi) SEVERABILITY

Should any provision of this Contract be held invalid or unenforceable by a court of competent jurisdiction, the validity or enforceability of the remaining provisions and conditions shall not be affected thereby.

(xxxii) SURVIVAL OF TERMS

Any provision of the Contract which contemplates performance or observance subsequent to any expiration or termination of the Contract shall survive expiration or termination of the Contract.

(xxxiii) RIGHTS CUMULATIVE

All rights and remedies available to the Parties under the terms of the Contract and under the general law shall be cumulative and no exercise by either of the Parties of any such right or remedy shall restrict or prejudice the exercise of any other right or remedy granted by the Contract or otherwise available to it.

(xxxiv) FURTHER ASSURANCES

Each Party shall provide such further documents or instruments required by another Party as may be reasonably necessary or desirable to give effect to the Contract and to carry out its provisions.

(xxxv) GOVERNING LAW

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The validity, construction and performance of this Contract and the legal relations among the Parties to this Contract shall be governed by and construed in accordance with the laws of Trinidad and Tobago and the Courts of Trinidad and Tobago shall have exclusive jurisdiction.

(xxxvi) 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:

If to CONTRACTOR:

Name of Company:

Address:

Email:

If to CLIENT:

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

(xxxvii) 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.

(xxxviii) COUNTERPARTS

This Contract may be executed in counterparts with the same effect as if both parties signed the same document. The counterparts shall be construed together and shall constitute one and the same original Contract. A signature on this Contract by one party communicated to the other by electronic transmission, such as PDF, e-mail or facsimile, will constitute execution of this Contract.

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
by
..... in the presence of:

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Appendix 1: Ethical Code Of Conduct For Suppliers & Contractors

Please see attached document labelled APPENDIX 1: Ethical Code Of Conduct For Suppliers & Contractors, ensuring you sign and submit page 9 of the document after review.

END OF DOCUMENT