

# **INVITATION TO BID (ITB)**

INVITATION TO BID FOR SUPPLY AND DELIVERY OF BICYCLES

Date: 19/07/2023

Reference: ITB/OPER/002/2023

Dear Sir / Madam:

The Trinidad and Tobago Postal Corporation (hereafter the "Corporation") kindly request your company to submit a quotation for the supply and delivery of Bicycles.

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

When preparing your quotation, please be guided by the attached hereto as Annex 1 and Annex 2.

# **Submission of Tender**

Bidders should note that quotations should be received in the tender box located in the dome no later than 3:00 pm on August 7<sup>th</sup>, 2023. One Original and electronic submission in your returned tender envelope which should be labelled as follows;

Request for Quotation for the supply and delivery of bicycles

August 7<sup>th</sup>, 2023 at 3:00 PM

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 quotation will reach the address above on or before the deadline. Quotations that are received by the Corporation after the deadline indicated above for whatever reason, shall not be considered for evaluation.

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

	uired 7 <sup>th</sup> , 2023 at 3:00 p.m. e written in English	
Deadline for Submission of Quotations       August         All       documentations, including catalogues, instructions and operating manuals etc.       Shall be and be a	7 <sup>th</sup> , 2023 at 3:00 p.m. e written in English Duly Completed documents as provided in Annex 2, and in accordance with the list of	
All documentations, including catalogues, instructions and operating manuals etc.       Shall be and the second seco	e written in English Duly Completed documents as provided in Annex 2, and in accordance with the list of	
instructions and operating manuals etc. a) Documents to be submitted with your Quotation	Duly Completed documents as provided in Annex 2, and in accordance with the list of	
a) Documents to be submitted with your Quotation	Annex 2, and in accordance with the list of	
Documents to be submitted with your Quotation	Annex 2, and in accordance with the list of	
c)	certificates Documents confirming that the bidder is an authorised provider of the brand of equipment quoted;	
	to be valid for one hundred and twenty (120)	
request Quotat this IT extensi	days. In exceptional circumstances, Corporation may request the Supplier to extend the validity of the Quotation beyond what has been initially indicated in this ITB. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.	
-	90% Net (30) days upon satisfactory delivery and presentation of an invoice, 10% retention fee 30 days	
after te	-	
	Least Cost Compliant (Price 100%)	
receipt particip <b>Price (</b>	A one (1) envelope system will be used for the receipt and evaluation of tenders. Accordingly, the participant shall submit its Quality/Technical and its Price (Cost) bid in one envelope and place in the tender box.	
	One Supplier	
	contract/ Purchase Order	
-	Alternative semi-automatic specifications may be considered.	
-	Written Acceptance of services / works based on full compliance with ITB requirements	
Annexures to ITB Forms to Non-ac and C	Specifications of the services (Annex 1) Forms for Submission of Quotation (Annex 2) General Terms and Conditions/Special Conditions (Annex 3) Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.	
	h.lewis@ttpost.gov.tt	
(Written inquiries only)	nnewis@itpost.gov.it	

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 and communicates a
new deadline to the suppliers.

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

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. 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 quotation will be rejected.

The Corporation may carry out Post Qualification 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 validity of the quotation, 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 quotation. At the time of award of Contract or Purchase Order, the Corporation reserves the right to vary (increase or decrease) the quantity of services and/or goods, 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 Purchase Order 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 quotation 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 quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

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

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

In participating in the procurement process and submitting a tender, you agree NOT to canvass, discuss your tender submission or your participation in the process or any requirements regarding clarifications

or meeting requests, with ANY Corporation Staff, members or other parties, other than those explicitly identified in this ITB document. Any breach of this code of conduct may be:

- a) A breach of confidentiality requirements;
- b) A breach of the Data Protection Act 2011;
- c) Or potentially anti-competitive, collusive or corrupt.

Moreover all vendors must comply with the Code of Ethics published by the Office of Procurement Regulation available at: <u>https://img1.wsimg.com/blobby/go/e892ea65-c516-4b5a-afd3-</u> <u>5b6b16c02145/downloads/Ethical%20Code%20of%20Conduct%20for%20Suppliers%20and%20Cont.pdf</u> <u>?ver=1620664585605</u>

Should the Corporation identify such a breach of this code of conduct, the Corporation reserve the right to remove your quotation from further consideration.

# **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.

The Contractor's Manager must be available during Normal Working Hours; 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 remove the Personnel referred to in 5.6 immediately 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 quotation.

Sincerely yours

**Trinidad and Tobago Postal Corporation** Saraiah Lewis For and on behalf of Procurement Department

# ANNEX 1 – SPECIFICATIONS

# Large Bicycle (Quantity – 24)

SPECIFIED AREA	DESCRIPTION	<b>RESPONSE-YES OR NO</b>
Bottom Bracket	Steel sealed cartridge	
Bottom Bracket Height	Approx. 280 mm – 310 mm	
(Height of the centerline of the bottom bracket axle above the ground)	Heavy duty bottom bracket bearing set	
Brakes	Front: Alloy, Linear Pull	
	Heavy duty side pull, plus heavy duty mountain bicycle grade cable and outer. Plus forged steel or Aluminium brake lever mounted on handle bar.	
	The cable outer must mate cleanly at both the lever and arm ends.	
	The cable outer shall be no longer than is required to turn the handlebars fully in both directions	
	Rear: Back-pedal coaster brake	
Chain	3/32' 104 link standard single speed chain.	
Chain Stay Length (Measured from the bottom bracket to the rear axle)	Approx. 425 mm	
Chainring	Approx. 44 teeth.	
Cranks	Cotterless alloy type, to fit 44 teeth chainring.	

SPECIFIED AREA	DESCRIPTION	RESPONSE-YES OR NO
Frame Layout	Frame sizes shall be	
	approximately 51 cm to 54cm.	
	Lower-crossbar frame (see	
	diagram attached)	
	Either High tensile steel, or Cro-	
	Moly	
Front Fork	Either High tensile steel, or Cro-	
	Moly	
Gears	Sachs, 3 speed hub gears	
	activated by the optional grip-	

SPECIFIED AREA	DESCRIPTION	RESPONSE-YES OR NO
	shifter with gear locking	
	mechanism.	
	The gear cable (inner and outer)	
	shall be trimmed to the optimum	
	length-such that the cable outer	
	is just long enough to allow the	
	handlebars to be turned fully in	
	, both directions.	
Handlebars	30 mm rise	
Handlebar stem	High tensile steel or Cro-Moly,	
(Tube that connects the	Approx. 625 mm	
handlebars to a bike's		
headset, built into the		
frame) Headset	High tensile steel or Alloy	
Head Tube Angle (Acute angle made by the	Approx. 70°	
line of action of the head		
tube with the ground)		
Hubs	Aluminium, 14 gauge stainless	
	steel	
	Front: 36 spoke hole.	
	Rear: 36 spoke hole.	
	(i) Sachs, single speed back pedal	
	coaster brake, with a 20-tooth	
	rear sprocket; <u>or</u>	
	(ii) Sachs, 3-speed hub with back	
	pedal coaster brake.	
Mudguards	Approx. 7 mm bridge, full length	
	guards with heavy-duty mounting	
	clips.	
Pedals	Alloy or Plastic 'bear trap' type	
	non slip pedals with Alloy axles.	
Reach (Distance from	Approx. 600 mm - 650 mm	
the center line of the line		
of action of the head tube to the center of the		
handlebar clamp along a		
line parallel to the		
ground)		

SPECIFIED AREA	DESCRIPTION	RESPONSE-YES OR NO
Reflectors	One rear facing Red CATEYE reflector mounted to the back of the rear carrier Two (2) Orange spoke mounted reflectors, one to be mounted on each wheel. Orange reflectors to	
	be mounted on each pedal.	
Rims (Front & Rear)	Alloy 26" x 1.75", 36 spoke hole, Schrader size valve hole.	
Seat	Quality sprung saddle or combination sprung/gel saddle.	
Seat Tube Angle (Angle between the seat tube and the top tube (assuming that the top tube is level, or the angle between the rear of the seat tube and the ground plane)	Approx 72°	
Seat Post Height	Approx. 300 mm (adjustable)	
Spokes	Front and Rear: Approx. 36 x 13 gauge stainless steel	
Steerer Head Tube Length (Measured from the base of the fork crown to the end of the steerer tube)	Approx. 245 mm	
Stem	High tensile steel or Alloy	
	25° rise	
Top Bar Height (Shortest perpendicular distance from the ground to the center of the handlebar clamp)	Approx. 425 mm – 500 mm	
Top Tube Length (Distance from centre of the seat tube to the centre of the head tube along a line parallel to the ground and passing through the centre of the rear axle)	Approx. 525 mm	

SPECIFIED AREA	DESCRIPTION	RESPONSE-YES OR NO
Tyre Inner Tubes (Front & Rear)	Heavy duty tube, with a Schrader valve, to fit 26" x 1.75 or 1.95" rim and tyre.	
Tyres (Front & Rear)	26" x 1.75 or 1.95" center-ridge.	
Wheel Base (Distance between the wheel axles)	Approx 1000 mm	

# (b) Medium Bicycle (Quantity- 50)

SPECIFIED AREA	DESCRIPTION	RESPONSE/COMMENTS
Bottom Bracket	Steel sealed cartridge	
Bottom Bracket Height	Approx. 280 mm – 310 mm	
(Height of the centerline of the bottom bracket axle above the ground)	Heavy duty bottom bracket bearing set	
Brakes	Front: Alloy, Linear Pull	
	Heavy duty side pull, plus heavy duty mountain bicycle grade cable and outer. Plus forged steel or Aluminium brake lever mounted on handle bar.	
	The cable outer must mate cleanly at both the lever and arm ends.	
	The cable outer shall be no longer than is required to turn the handlebars fully in both directions	
Chain	Rear: Back-pedal coaster brake 3/32' 104 link standard single speed chain.	
Chain Stay Length (Measured from the bottom bracket to the rear axle)	Approx. 425 mm	
Chainring	Approx. 44 teeth.	
Cranks	Cotterless alloy type, to fit 44 teeth chainring.	

SPECIFIED AREA	DESCRIPTION	RESPONSE/COMMENTS
Frame Layout	Frame sizes shall be approximately 45cm to 50cm.	
	Lower Crossbar Frame (see diagram attached)	
	Either High tensile steel, or Cro-Moly	
Front Fork	Either High tensile steel, or Cro-Moly	
Gears	Sachs, 3 speed hub gears activated by the optional grip-shifter with gear locking mechanism.	
	The gear cable (inner and outer) shall be trimmed to the optimum length- such that the cable outer is just long enough to allow the handlebars to be turned fully in both directions.	
Handlebars	30 mm rise	
Handlebar stem (Tube that connects the handlebars to a bike's headset, built into the frame)	High tensile steel or Cro-Moly, Approx. 1000 mm.	
Headset	Either High tensile steel or Alloy	
Head Tube Angle (Acute angle made by the line of action of the head tube with the ground)	Approx. 70°	
Hubs	Aluminium, 14 gauge stainless steel	
	Front: 36 spoke hole.	
	Rear: 36 spoke hole. (i) Sachs, single speed back pedal coaster brake, with a 20-tooth rear sprocket; <u>or</u> (ii) Sachs, 3-speed hub with back pedal coaster brake.	

SPECIFIED AREA	DESCRIPTION	RESPONSE/COMMENTS
Stem	High tensile steel or Alloy	
	25° rise	
Top Bar Height (Shortest perpendicular distance from the ground to the center of the handlebar clamp)	Approx. 425 mm – 500 mm	
Top Tube Length (Distance from centre of the seat tube to the centre of the head tube along a line parallel to the ground and passing through the centre of the rear axle)	Approx. 525 mm	
Tyre Inner Tubes (Front & Rear)	Heavy duty tube, with a Schrader valve, to fit 26" x 1.75 or 1.95" rim and tyre.	
Tyres (Front & Rear)	26" x 1.75 or 1.95" center-ridge.	
Wheel Base (Distance between the wheel axles)	Approx 625 mm.	

# (c) ASSOCIATED EQUIPMENT

Each of the 74 bicycles shall be supplied complete with the following:

SPECIFIED AREA	DESCRIPTION	RESPONSE/COMMENTS
<b>1.</b> Front Pannier Bag (1 Only)	Water resistant	
	Easy access top closure	
	Contents held secure with adjustable	
	buckle closures and compression	
	straps or security catches.	
	To be mounted securely across	
	handlebars, and can be easily	
	removed.	
	Bag clamps allow clearance for levers	
	and cables.	
	Dimensions: Approx. 19 cm x 24 cm x	
	8 cm	
	Volume: Approx. 5.5 Litres	
	Weight: Approx. 0.4 kg.	
	Colour: Red	
2. Helmet	Open face, fitted with sun and wind	
	visor.	

SPECIFIED AREA	DESCRIPTION	RESPONSE/COMMENTS
(1 Only)-Sizing shall be available upon award of	Colour: Red.	
Contract	Opening at ear or well-ventilated to permit the wearer to hear surrounding noises properly.	
	Must meet recognized safety standards (e.g. Snell, ECE) and conform to the Trinidad and Tobago Safety requirements.	
<b>3.</b> Rear Carrier (1 Only)	Width should be approx. 155 mm across.	
	Distance from seatpost to the rear of the carrier loop should be approx. 500 mm.	
	Stainless steel, Aluminium or Alloy Manufacturer installed	
	Fits 26" wheel size	
<b>4.</b> Steel Security Chain (1 Only)	Chain links made of Boron-Manganese steel or similar strength, hardened shackles	
	Weatherproof protective nylon covering coating to protect bicycle finish	
	Length: Approx. 100 cm	
	Thickness: Approx. 13mm inches	
	Hardened steel U-Lock padlock mechanism	

# **ANNEX 2- Format for Submitting Supplier's Quotation**

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/OPER/002/2023.

				Cost		Total Price (VAT
ltem no	Description		QTY	Unit Price	Extended Price	Inclusive)
1	Supply and Delivery of Bicycles		74			
2	Maintenance:	Warranty:				
	Year 1					
	Total					

Offer to Comply with Other Conditions and Related Requirements:

Other Information pertaining to our Quotation are as follows:	Supplier's Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, please indicate counter proposal
Supply & Delivery of seventy-four (74) Bicycles			
Delivery Lead Time (120 days)			
Validity of Quotation (120 days)			
All Provisions of the General Terms and Conditions			

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]

# **ANNEX 3 – 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/OPER/002/2023 – the supply and delivery of Bicycles 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 7<sup>th</sup> August, 2023 ,at 3:00 PM.

We acknowledge that this RFP 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 ITB.
- [] We do not think we can make a competitive offer at this time.
- [] Other (please specify): \_\_\_\_\_

# **ANNEX 4 - General Terms and Conditions**

## **1. ACCEPTANCE OF THE PURCHASE ORDER**

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order 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 Purchase Order, 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 Purchase Order, make payment 90% within Net (30) days upon satisfactory delivery and presentation of an invoice, 10% retention fee 30 days after testing for the services and copies of the supporting documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorised by the CORPORATION, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of CORPORATION.

#### 3. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by the Corporation, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

## 4. INSPECTION

4.1 CORPORATION shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

4.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

#### 5. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by Corporation of the goods sold under this Purchase Order does not infringe any patent, design, tradename or trademark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold the Corporation harmless from any actions or claims brought against Corporation pertaining to the alleged infringement of a patent, design, tradename or trademark arising in connection with the goods sold under this Purchase Order.

#### 6. RIGHTS OF CORPORATION

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary import licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, 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:

- 6.1 Procure all or part of the goods from other sources, in which event Corporation may hold the Supplier responsible for any excess cost occasioned thereby.
- 6.2 Refuse to accept delivery of all or part of the goods.
- 6.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of CORPORATION.

## 7. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall; (i) immediately consult with Corporation to determine the most expeditious means for delivering the goods 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 Corporation.

## 8. ASSIGNMENT AND INSOLVENCY

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

#### 9. 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.

## **10. PROHIBITION ON ADVERTISING**

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

### **11. SETTLEMENT OF DISPUTES**

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

## **12.0 OFFICIALS NOT TO BENEFIT:**

The Contractor warrants that no official of Corporation has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

## **13. AUTHORITY TO MODIFY:**

Pursuant to the policies of Corporation, only the Corporation authorised official possess the authority to agree on behalf of 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 Corporation unless provided by an amendment to this Agreement signed by the Contractor and jointly by the Corporation Authorised Official.

END OF DOCUMENT