

11/2021

REQUEST FOR TENDERS

PROVISION OF CUSTOMS BROKERAGE AND RELATED SERVICES

Reference Number: RFT/TTP/SM/001



PROCUREMENT DEPARTMENT
TRINIDAD AND TOBAGO POSTAL CORPORATION

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PART 1 – INTRODUCTION

1.1 Invitation to Proponents

This non-binding Request for Tenders (“RFT”) is an invitation to obtain Proposals from prospective Proponents for the provision of Customs Brokerage and Related Services (“Services”) on an as-and-when required basis to support TTPOST business requirements as further described in Schedule 1 – Specification.

1.2 Objective of the RFP

The objective of this RFP is to provide TTPOST with access to Services to satisfy their needs as described in Schedule 1. The purpose of this RFP process is to select a Supplier that will:

- i) Handle all customs clearance formalities in compliance with Trinidad and Tobago Customs laws and regulation;
- ii) Facilitate the movement of cargo to and from customs;
- iii) Be capable of providing quality Services in a timely manner, demonstrating value for money;
- iv) Provide a cost effective and efficient cargo release processes;
- v) Provide professional and responsive customer support and account management; and
- vi) Work in a cooperative manner with TTPOST, in a flexible, and innovative way while providing quality Services.

1.3 SUBMISSION OF TENDER

Tenders should be received **by hand** no later than 3:00 pm on **25 November 2021**.

In addition to the original and three (3) paper copies of the tender documentation you should include an electronic version (Memory Stick), based in Microsoft Word or Excel, within your tender return envelope. The Supplier’s attention is specifically drawn to the date and time for receipt of tenders and no submission submitted after the closing date will be considered.

You may seek clarification on any of the points contained in the Tender documents, by contacting the named person via e-mail. The Officer responsible for this procurement is Saraiah Lewis. Any queries must be raised via email to saraiah.lewis@ttpost.net no later than 18th November 2021.

When returning your Tender please ensure that:

- a) all documentation is properly completed and enclosed with your Tender.
- b) the deadline by which the Tender must be returned is complied with.

No Tender will be considered which is late or incomplete - for whatever reason.

N.B. Tenders cannot be opened until after the deadline has expired, therefore there is no disadvantage in returning a Tender response before the deadline.

All Suppliers shall keep their respective Tender valid and open for acceptance by the Corporation until the expiry of ninety (90) days from the deadline for the receipt of Tenders.

1.4 PROCUREMENT TIMETABLE

This procurement is intended to follow the timeline below:

Stage	Date(s)and time(s)
<i>Issue of Invitation to Tender</i>	5 th November 2021
Last date for request of documents	16 th November 2021 at 3:00 pm
Last date for Clarification questions	18 th November 2021 at 3:00 pm
Last date for Response to Clarification questions	22 rd November 2021
Submission of Tenders	25 th November 2021 at 3:00 pm
Expected date of award of Contract(s)	10 th December 2021

Please note the Corporation reserves the right to amend this timetable and steps following the Submission of tender are provided for indicative purposes only.

1.5 SUPPLIER CHECKLIST

Suppliers should ensure that they have completed the following schedules before returning their Tender responses:

<u>SCHEDULE HEADING</u>	<u>COMPLETED?</u>
Schedule 2 – Form of Tender	<input type="checkbox"/>
Schedule 3 – Pricing Schedule	<input type="checkbox"/>
Schedule 4 – Qualification Questionnaire	<input type="checkbox"/>
Schedule 5 – Contractor Information	<input type="checkbox"/>

It is important that all schedules are completed as failure to do so may result in your Tender not being considered.

Suppliers who do not wish to offer a Tender following receipt of this opportunity are requested to advise the Corporation's named contact of this as soon as possible.

2.0 Conditions of Tender

2.1 Important notice

The Corporation has issued this Request for Tender (RFT) to interested Tenderers, to allow them to prepare a Tender for this Contract and for no other purpose.

The Corporation give this RFT and any other documentation that the Corporation sends to Tenderers for this Tender process, on the basis that they remain the Corporation's property and Tenderers must treat the contents as confidential. If Tenderers are unable or unwilling to keep to this rule, they:

- a) must destroy this RFT and all associated documents at once; and

- b) must not keep any electronic or paper copies.

Tenderers must not take part in any publicity activities with any part of the media about the Contract or this RFT process without first getting the Corporation's written agreement. This includes the Corporation's agreement on the format and content of any publicity.

This RFT is made available in good faith. The Corporation gives no warranty as to the accuracy or completeness of the information contained in it. The Corporation also disclaims any liability for any inaccuracy or incompleteness. The Corporation reserves the right to cancel the Tender process at any point. The Corporation is not liable for any costs resulting from any cancellation of this Tender process or for any other costs that Tenderers may incur by Tendering for this Contract.

Tenderers will be deemed to fully understand the processes that the Corporation must follow under the Public Procurement and Disposal of Public Property Act 2015 and relevant Regulations pursuant to the Act.

2.2 Tender Return

- a) Tenders must be written in the English language.
- b) The Form of Tender must be duly completed and submitted with the Pricing Schedule, Supporting Information, (if required) and annexes duly completed to:

Trinidad and Tobago Postal Corporation
240-250 Golden Grove Rd,
Piarco
Trinidad WI

- c) The envelope or package should bear the following:

Tender for Custom Brokerage and Related Services

25th November 2021

The Procurement Manager

Trinidad and Tobago Postal Corporation

240-250 Golden Grove Rd,

Piarco 350462

Trinidad WI

2.3 Information to Be Considered

Only the information contained within this RFT document, or the accompanying documentation, or otherwise communicated should be considered by you when making your offer.

2.4 Submission Format

- a) Your total tender submission must be submitted as stipulated in paragraph 1.3 above. Please return the documents in the format issued. Tenderers should note that any questions asked later than one week before the tender return date may not be answered.
- b) When returning the tender please ensure that: The envelope bears no name or mark indicating the identity of the sender this includes for example franked mail, Post office labels, courier labels or a signature across the seal of the envelope.
- c) Tenders must give responses referring to the numbering format as set out in this RFT.
- d) Only one Tender is allowed from each Tenderer.
- e) The Tender (including price) should remain valid for a minimum period of 90 days.
- f) The Tender must not be qualified in any way.
- g) Any signatures must be made by a person who is authorised to commit the Tenderer to the Contract.
- h) Your full registered business name and main office address must be given on all documents.
- i) Under the contract, Tenderers must keep to the Corporation's policies. Tenderers are advised to satisfy themselves that they understand all of the rules of the Contract before submitting their Tender.
- j) The Tender must be received in line with the relevant instructions no later than the time and date shown

2.5 Queries and Clarifications

- a) If Tenderers have any questions or need any clarification, please contact the Procuring Officer at: saraiah.lewis@tppost.net. Any queries must be raised via email no later than 18th November 2021 at 2:00 pm.
- b) Other than the person or people identified above, no Corporation employee or member of the Corporation has the authority to give any information or make any representation (express or implied) about this RFT or any other matter about the Contract.
- c) Please note that the Corporation's responses to any queries or clarification requests will be circulated to all Tenderers.
- d) The Corporation reserve the right to issue extra documentation at any time during the Tendering process to clarify any issue or amend any aspect of the RFT. Any extra documentation that the Corporation may issue will form part of the RFT. Also, it will add to and/or supersede any part of the RFT to the extent indicated.
- e) Tenderers must obtain at their own expense all the information that they need for the preparation of their Tender.

2.6 Code of Conduct

In participating in a 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 RFT 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.

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

You must not canvass support or preferred use of your organisation with publishing media of any kind or with any other Tenderer or any member or officer of the Corporation or any individual representing the Corporation. Any bidder that does not comply with this paragraph (2.6) shall have their tender rejected.

2.7 Financial Stability of Successful Tenderer

As part of the Corporation's assessment of Tenderers' suitability for the contract, you must complete the Qualification Questionnaire included in this invitation to tender; this will enable an assessment of your economic and financial standing.

The Corporation will take a proportionate approach to financial checks and where the project represents a financial risk to the Corporation then the following shall apply:

- a) A minimum turnover as specified in the Qualification Questionnaire;
- b) That your financial ratios demonstrate your organisation to be financially viable and a low risk for the Corporation – specifically the Corporation requires:
 - that the latest audited accounts show the Current Assets to exceed the Current Liabilities,

Where this is not the case, the tender may be rejected.

- c) The appropriate levels of insurance;
- d) The organisation is NOT in breach of corporate tax, Value Added Tax (VAT) or NIS requirements or any other mandatory statutory requirements.

The Corporation may (at its discretion) seek a credit report regarding financial stability and risk (to facilitate assessing ratios) on receipt of tenders; this will be reviewed in conjunction with the above and any submitted supporting information.

Should there be any issues relating to ANY of the above – please contact the Corporation to discuss and provide appropriate evidence WITH your tender return.

Failure to provide relevant evidence regarding the above or to mitigate risk to the Corporation, may result in your tender not being evaluated further.

2.8 Representations

No representation by any officer of the Corporation, nor any representation at all about any matter which has a bearing on the contract, other than one expressly contained in the signed or executed contract documents, shall constitute a term or condition of the contract nor a representation which gives the contractor grounds for rescinding the contract or claiming damages for misrepresentation.

2.9 Qualification

You must not qualify your tender or add conditions to it or statements that might be construed as making your tender equivocal. Qualified or conditional tenders are very likely to be rejected. The Corporation's decision as to whether a tender is acceptable will be final. You must obtain for yourself all information necessary for the preparation of your tender and satisfy yourself that the quality and

standards specified by you or the Corporation are appropriate. Information supplied to Tenderers by the Corporation or contained in Corporation publications is supplied only for general guidance in the preparation of your tender. You must satisfy yourself as to the accuracy of any such information and no responsibility is accepted (or warranty given) by the Corporation for any loss or damages of whatever kind and howsoever caused, arising from your use of such information.

2.10 Law and Jurisdiction

Tenders and supporting documents must be in English and prices must be in Trinidad and Tobago Dollars (TTD). Any contract subsequently entered into and its formation, interpretation and performance shall be subject to and in accordance with the laws of Trinidad and Tobago and subject to the exclusive jurisdiction of the Trinidadian Courts.

2.11 Tenders Excluded

Your tender will NOT be considered for acceptance if you (or anyone working for you or on your behalf) has engaged or attempted to engage in any corrupt practice or has canvassed the tender with any member or officer of the Corporation. "Corrupt practice" includes

- (i) offering, promising or giving an advantage (financial or otherwise) to a public official with the intention of inducing that person to act improperly or rewarding him or her for doing so and
- (ii) requesting, agreeing to receive or accepting an advantage (financial or otherwise) with the intention that as a result a public official will act improperly.

"Canvassing" means trying to obtain support for a tender or trying to obtain information about another tender or proposed tender. If you have engaged or attempted to engage in any such practices and that comes to light after your tender has been accepted, then grounds will exist for the termination of the contract and the claiming of damages from you. It is also an offence under the Public Procurement and Disposal of Public Property Act 2015. It is unlikely that any tender will be accepted which (a) is incomplete or inaccurately or inadequately completed or which purports to impose conditions other than those provided in this invitation to tender document or (b) is delivered out of time or in a manner other than specified in these instructions. **It is therefore in your interest to make sure that you that you follow these instructions to Tenderers.**

2.12 Abnormally Low Prices

The Corporation places significant importance around the quality elements of this invitation to tender and accepts that to achieve this may result in an impact on price. Where the Corporation has, concerns regarding sufficiency of price, the Corporation reserves the right to seek clarifications and where insufficiently reassuring, reserves the right to disqualify the tender as inadequate and incomplete. In contracts where appropriate and sufficient staff resourcing is a significant risk consideration, the Corporation may require Tenderers to explain their prices as part of their tender (by way of a scored method statement) to facilitate the evaluation process.

Where this information is not supplied, or the information does not satisfactorily account for the low prices the Corporation reserve the right to reject the tender as abnormally low, insufficient and incomplete.

Where this information is requested as a method statement, it will take the place of asking Tenderers to explain their prices or costs after submission of their tenders.

2.13 Price Manipulation

Where the tender includes multiple schedules and/or various pricing documents, scoring individual elements, and an individual price appears inconsistent to affect the scores significantly, the Corporation reserves the right to seek clarifications and where insufficiently reassuring, reserves the right to disqualify the tender as being in breach of the conditions of tender.

2.14 Anti-Corruption and Collusive Tendering

If the Corporation considers that a cover price (i.e., a tender that is not intended to be considered seriously) has been submitted, the Corporation may reject the tender. Please note that any evidence of price fixing arrangements will be reported.

By submitting your tender, you confirm that you have not committed a prohibited act; such as defined below:

- a) directly or indirectly offering, promising or giving any elected member of the parliament or any person working for or engaged by the Corporation a financial or other advantage to induce that person to perform improperly a relevant function or activity or rewarding that person for improper performance of a relevant function or activity;
- b) directly or indirectly requesting, agreeing to receive or accepting any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity about this contract;
- c) committing any offence under the Prevention of Corruption Act 1987;
- d) committing any offence of fraud;
- e) defrauding, attempting to defraud or conspiring to defraud the Corporation;
- f) fixing or adjusting the amount of your tender by or under or in accordance with any agreement or arrangement with any other person. You also certify that you have at no time, before or following the submission of your tender, carried out any of the following acts:
 - (i) communicating to any person except the Corporation the amount or approximate amount of your proposed tender, except where such disclosure, in confidence, is necessary to obtain legal or financial advice or insurance premium quotations required for the preparation of the tender;
 - (ii) entering into any agreement or arrangement with any person that he will not submit a tender in competition with you or as to the amount of any tender that he will submit;
 - (iii) offering or paying or giving or agreeing to give any sum of money or valuable consideration directly or indirectly to any person for doing or arranging for any of the actions mentioned in (i) or (ii). In the context of this paragraph, the word 'person' includes any individual and any company, firm, business, association or other body and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.

2.15 Freedom of Information

The Freedom of Information Act 1999 requires the Corporation to disclose on request information it holds. Information may only be withheld where a statutory exemption applies. In providing information to the Corporation, you therefore accept that such information may be disclosable under the Act and you should not provide information as part of your tender on an "in confidence" basis. If you consider that any information should not be disclosed because a statutory exemption applies, you should clearly

mark it as such, stating the reasons for claiming the exemption. However, the final decision as to whether information should be disclosed or not shall be made by the Corporation. The Corporation will retain information gathered as part of this tender exercise in accordance with its retentions policy.

2.16 Warranties

By submitting a tender, you warrant, represent and undertake to the Corporation that:

- a) All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Corporation by you, your staff or agents about or arising out of the tender are true, complete and accurate in all respects, both as at the date communicated and as at the date of tender submission;
- b) You have made your own investigations and research and have satisfied yourself in respect of all matters (whether actual or contingent) relating to the tender and that you have not submitted the tender and will not be entering into the contract (if the same be awarded to you by the Corporation) in reliance upon any information, representation or assumption which may have been made by or on behalf of the Corporation;
- c) You have full power and authority to enter into the contract and perform the obligations specified in the specification and conditions of contract and will, if required, produce evidence of such to the Corporation;
- d) You are of sound financial standing and have and will have sufficient working capital, skilled staff, equipment and other resources available to you to perform the obligations specified in the specification and conditions of contract; and
- e) You will not at any time during the term of the contract or at any time thereafter claim or seek to enforce any lien, charge, or other encumbrance over property of what nature owned or controlled by the Corporation and which is for the time being in the possession of you as contractor.

2.17 Collateral Warranties

Where the contract includes a requirement for a design by a third party, such as a sub-contractor, the third party may be required to provide a collateral warranty in a form approved by the Corporation.

2.18 Health and Safety

If you are awarded the contract, you will be required to comply with the Occupational, Safety and Health Act 2004 and any requirements of the Corporation's Health and Safety Department as relevant to the services or works to be delivered.

2.19 Conditions of Contract

The applicable conditions of contract are set out or referred to in **Annexure 1**. You are advised to read the conditions of contract carefully; in submitting a tender, you agree to the conditions of contract in their un-amended form.

2.20 Sub-Contracting

If you are awarded the contract, you may sub-contract only with the express written consent of the Corporation. All sub-contracts MUST reflect the requirements of the contract with the Corporation. Where a sub-contracting arrangement is permitted, the contractor will be required to provide a copy of the sub-contract on request by the Corporation.

2.21 Specification, Drawings and Supporting Information

You are advised to read ALL project information carefully and to ensure the requirements are properly addressed and priced for within your tender response. The Corporation CANNOT accept additional information or any changes to your submission after the return date if you have missed or misunderstood information in the invitation to tender.

2.22 Purchase Orders and Invoices

You must **not** accept any verbal instructions or personal e-mails as initial orders. Please be advised that any invoice received without a VALID Corporation Purchase Order number will NOT be paid.

3. Contract documents

3.1 Any resulting Contract will consist of:

- a) Letter of Award
- b) Standard Terms and Conditions;
- c) the Specification
- d) the Pricing Schedule
- e) the successful Tender
- f) Legal declarations,
 - i) Schedule 2- Form of Tender
 - ii) Schedule 5- Contractors Information
 - iii) Schedule 6- Contact Information

4 Tender evaluation

4.1 Evaluation Principle

The Corporation is looking for the tender that is most economically advantageous to it. This will be assessed using the award criteria, which are: Quality and Price.

The ratio of quality to price is 60:40.

4.2 Evaluators

Evaluation of tenders will be carried out by an evaluation committee comprising officers of the Corporation (and where appropriate other individuals and organisations selected by the Corporation) to ensure an appropriate breadth of experience and understanding is applied.

4.3 Compliant Submission

Tenders must comply strictly with these instructions to Tenderers. Tenders must not be qualified, conditional or accompanied by statement that might be construed as rendering the tender equivocal. Only unqualified, unconditional tenders will be considered. The Corporation's decision as to whether a tender is compliant with the requirements of these instructions to Tenderers will be final.

You must submit the following, in accordance with the invitation to tender documents:

- A duly signed Form of Tender
- All reference information required
- The Pricing Document properly completed
- The method statements to assess quality, correctly completed
- Any supporting information, appropriately labelled.

Failure to provide any of the above mandatory (must) documents is likely to result in your tender being deemed incomplete and non-compliant, resulting in it being rejected. Any information not completed or provided in the wrong format or which is superfluous, may score zero.

Tenders will be evaluated using the following criteria and associated weightings. Organisations must submit plans detailing how and where they will deliver the requirements taking account of the criteria and requirements specified. To be considered, each prospective tender must address the key areas below.

Tenders will be evaluated using a two-stage process (Stage 1 and Stage 2). Tenderers must demonstrate how they meet all the Selection Criteria in Stage 1 as listed below before proceeding to be assessed against the Award Criteria in Stage 2. The Selection Criteria in Stage 1 are Mandatory Requirements, therefore failure to meet all or any of the Selection Criteria in Stage 1 will result in your tender being eliminated from the competition.

4.4 Stage 1 – Evaluation

Exclusion Criteria – Pass/Fail

Mandatory and non-Mandatory Exclusion

Selection Criteria - Pass/Fail

Minimum Standards of Experience

Compliance with Specification

Compliance with Delivery Timescales

Economic and Financial Standing Insurances

Mandatory and Non-mandatory Exclusions

Evidence of statutory compliance for Income Tax, Value added Tax (VAT) and the National Insurance Scheme (NIS) (compliance certificates. (pass/fail)

Minimum Standards of Experience (Pass/Fail)

Tenderers must provide details of a minimum of one (1) similar contract within the last three (3) years to clearly demonstrate successful relevant experience of supplying, to other similarly sized organisations, a range of uniforms similar to those being tendered. Within the last three years is deemed three years prior to the closing date of the tender. Corporation will only assess the first example listed within the Tenderer's response in the event that more than one example is submitted.

This must be clearly demonstrated on the return document - Minimum Standards of Experience pro-forma provided. Reference pg. 53, schedule 4 Form E part 1.

Compliance with Specification (Pass/Fail)

Tenderers must clearly demonstrate how their services meet all aspects of the specification for each core item listed in the Specification (Schedule 1).

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. Please note: the bank / financial organisation must state the value 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.

Insurances (Pass/Fail)

Tenderers are required to possess minimum \$500,000.00 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 acknowledge that you will have it in place before the award of the contract.

4.5 Quality Evaluation**Methodology 20%. Please complete Document B – Method Statement.**

Tenderers must demonstrate their methodology for delivering a successful and excellent service to the Corporation. This must include, but not be limited to, contract implementation, account management, the proposed ordering process and the process for on time and accurate delivery of orders.

Customer Service 20% Please complete Document C – Customer Service

Tenderers must clearly demonstrate their approach for providing excellent customer service during the lifetime of this contract. This must include, but not be limited to, the provision of after sales service and support, returns policy and procedure for dealing with faulty goods.

The scoring mechanism of the tenders will be as follows:

Evaluation of answer	Marks
Proposal meets the required standard in all material respects	5
Proposal meets the required standard in most material respects, but is lacking or inconsistent in others	4
Proposal falls short of achieving expected standard in several identifiable respects	3
Proposal falls short of achieving expected standard in several identifiable respects	2
Completely fails to meet required standard or does not provide a proposal	1
Nil response (no answer provided)	0

4.6 Price Evaluation

Pricing Schedule 40%

Tenderers must complete the Pricing Schedule for the core items.

Pricing will be evaluated on the Total Cost.

The Tender with the lowest overall total cost will be awarded full marks and all other Tenders will have their score for each lot calculated to two decimal places as follows: $\text{Lowest Total Cost Tender} / \text{Tenderer's Total Cost} * 40\%$

4.7 Generally

Throughout the evaluation process, the Corporation reserves the right to seek clarifications from Tenderers, to achieve a complete understanding of the proposals received. This may include you meeting with officers of the Corporation to clarify your tender in more detail, but you will not be allowed to make any additions or changes to your tender once submitted. Because of this, the clarifications scores may be adjusted up or down.

4.8 Awarding the Contract

Once the successful tender (the highest scoring tender) is identified, the Corporation may require evidence to support any areas where the Tenderer has self-certified compliance and will undertake an assessment of the successful Tenderer's financial stability as part of final due diligence checks. In the event, serious concerns over the successful Tenderer's financial stability cannot be reconciled or satisfied, or the Tenderer fails to provide evidence, the Corporation reserves the right not to award.

Once tender evaluation is complete, Tenderers will be notified simultaneously and as soon as possible of any decision made by the Corporation about contract award.

Following notification of the award decision, the successful Tenderer will be required to sign or execute the written contract. Instructions for the signature or execution of that contract will be provided to the successful Tenderer by the Corporation.

Tenderers must not undertake work or enter into any commitments for the subject matter of this invitation to tender in advance of the written contract being properly concluded. The Corporation will not pay for any such work or commitments.

Schedule 1- Specification

1. Background

The Trinidad and Tobago Postal Corporation (TTPOST) is a State Corporation, formed by an Act of Parliament; the Trinidad and Tobago Postal Corporation Act No. 1 of 1999. TTPost's vision is 'to be a world leader in the provision of postal and consumer services, while achieving economic viability and sustainability'.

Its mandate is to be a world leader in the provision of postal services for businesses and customer while achieving economic viability and sustainability. Accordingly, the Corporation provides a range of services including; retail counter service, local courier and international courier services.

To support its international services, TTPOST has an ongoing need for customs brokerage services to clear cargos. Additionally, the Corporation from time to time makes international purchases for its operations which requires the support of customs brokers.

To meet its needs for customs brokerage services, the Corporation is seeking to establish Service Agreement with a qualified Customs Brokerage firm for the provision of services for its operations.

The objective of this procurement action is to contract with a service provider that has the necessary expertise to perform, with the highest standards of quality and compliance, the required services. The contracted firm must be licenced under Customs Brokers and Customs Clerks Act 1970 and must normally provide such services under the regulations of the Act with full technical, financial, managerial, and administrative autonomy. The modality of contract resulting from this tender will be a Service Agreement. This type of Contract does not require a financial commitment from TTPOST at the time of signing. Financial commitments will be established on a case-by-case basis, each time services are requested, through the issuance of purchase orders.

The Service Agreement will have an initial duration of three (3) years, with the possibility of an extension of two (2) additional periods of one (1) year each, subject to the satisfactory performance of the Contractor and TTPOST's requirement for the provision of services.

2. Scope of Services

The services to be provided will include customs brokerage services for TTPOST trade and non-trade items, including online shopping items and international purchases.

3. Overview of Required Services

A customs broker has the responsibilities related to the import and export of cargo and therefore must possess an up-to-date knowledge of topics such as Trinidad and Tobago's government trade regulations, tariffs, Customs and Excise (CED) requirements, and restrictions regarding cargo/shipments. The Customs broker also needs to possess strong communication skills in order to counsel with Customs and educate TTPOST on all Customs related regulations. A Customs broker is often responsible for calculating tariff and duty payments and classifying shipments using the tariff coding system.

The Contractor shall provide the following services on a priority basis:

- 3.1.1 The Contractor shall provide the necessary equipment, facilities, qualified personnel, expertise and other means necessary to perform the customs brokerage services in accordance with the best commercial practice and the applicable laws of Trinidad and Tobago.
- 3.1.2 Prepare the worksheet for TTPOST Courier goods in accordance with Customs Regulations
- 3.1.3 Liaise with Customs on TTPOST examination schedule days at the Courier bond
- 3.1.4 Collaborate with Customs, determine which shipment is trade or non-trade and make the required entries to clear all non-trade shipments.
- 3.1.5 Assist with examination of each shipment
- 3.1.6 Advise TTPOST on the payment required to clear each shipment.
- 3.1.7 Upon collection of the cheque from TTPOST, make payments on behalf of TTPOST to Customs and Excise for the release from the Courier bond
- 3.1.8 As and when requested by TTPOST, facilitate customs clearance at the point of entry and/or exit according to information specified in writing by TTPOST. The Contractor shall ensure cargo is cleared correctly and in a timely manner, including ensure that TTPOST receives each shipment when release from the Courier bond together with all clearance documents.
- 3.1.9 The Contractor, upon receipt of instructions from TTPOST, shall prepare and submit, as applicable, all customs clearance documentation according to TTPOST instructions and in adherence with all relevant laws and regulations.
- 3.1.10 Monitor standing containers and notify TTPOST prior to any demurrage fees being incurred.
- 3.1.11 Check and retain all documentation and immediately notify TTPOST should any documentation or shipment not match or be damaged/missing/incomplete. This includes ensuring that the specifications included in documentation from TTPOST (gross weight, dimensions etc.) is in accordance with each shipment.
- 3.1.12 Provide customs clearance certificates and release orders where applicable.
- 3.1.13 Maintain status reports on each shipment, including information on all major steps related to the goods and their movement and updated estimated date of release to TTPOST. The Contractor shall give timely notice of any loss, damage or delay in respect of the goods as may be required under the applicable contract of carriage or other contract, or under the applicable transport document.
- 3.1.14 Advise on any changes in Government policy in relation to customs and provide guidance to TTPOST in relations to its operations.
- 3.1.15 The Contractor shall perform necessary liaison and coordination in connection with customs clearance, between airports/ports, customs representatives, freight forwarders, and similar entities and when required manage such communications also in English.
- 3.1.16 The Contractor will prepare and arrange for the prepayment of all applicable charges that will be later invoiced to TTPOST.
- 3.1.17 Should the Contractor fail to provide customs clearances of the goods to the required destination(s) or to do so within an agreed time frame following the Contractor's receipt of all necessary documents from TTPOST; TTPOST reserves the right to seek the appropriate services elsewhere. In relation to this, all costs incurred in excess to those normally charged by the Contractor shall be debited from the account of the Contractor.
- 3.1.18 The Contractor is required to hold valid insurance during the term of contract, to facilitate payment of all claims arising out of negligence or improper handling, and any other such claims resulting in damage or loss of cargo/consignments. NOTE: TTPOST does not guarantee a minimum volume of shipments to be handled by the Contractor.

3.2 TTPOST Responsibilities:

TTPOST will provide all necessary documents to facilitate the customs clearance process, including, but not limited to:

- 1) Bill of Lading or Air Waybill
 - 2) Commercial Invoice and packing list
 - 3) Gift certificates, authorization Letter / or other related documents
- Omission of any of the foregoing information shall not diminish the service provider's responsibilities.

For each shipment, TTPOST shall provide the Contractor with a description and relevant particulars of the goods, point of origin, ultimate destination, the name and address of the recipient, terms of delivery, method of transport, shipping marks, special handling instructions and other pertinent details.

3.3 Minimum Required Personnel:

The company must count with a team of professionals with adequate experience and qualifications to perform the services. Customs brokers must be duly licenced.

Confirmation must be provided that brokers fees are in line with the corresponding Schedule of the Customs Brokers and Customs Clerk Act 1970 and any subsequent regulations.

The Contractor shall nominate professional and reliable contact person(s) to manage the contractor's obligations and liaise with TTPOST during regular working hours. TTPOST reserves the right to request the contractor at any time during the term of this arrangement to assign additional personnel or to replace any of the contractors' designated staff dealing with TTPOST's shipments and the contractor shall promptly comply with such request. The Contractor shall provide the name(s) and contact details of the designated staff dealing with TTPOSTs' shipment including brokers at the customs points. The Contractor must ensure that additional experienced staff is available, to a reasonable extent, to obtain, organize and manage rapid emergency response operations outside normal office hours.

3.4 Key Performance Indicators

TTPOST shall review and evaluate the performance under the contract at least on an annual basis based on the following key performance indicator: No. of shipments successfully cleared within the free period against total number of cargos.

3.5 Reporting

The Contractor shall submit status reports for each shipment as often as required. The Contractor shall produce a monthly report with the status of all processes, associated costs and timeframes. On an annual basis, the Contractor must submit a comprehensive report of the yearly activity, including any recommendations for improvement.

3.6 Fees and Payment

The Contractor is expected to prepare and arrange for the prepayment of all applicable charges that will be later invoiced to TTPOST for reimbursement. Invoices shall include a breakdown of costs detailing all corresponding charges per consignment in line with the Financial Proposal and must be accompanied by all supporting shipping documents and proof of expenditures as applicable.

Schedule 2- Form of Tender

Unconditional and Irrevocable offer to Trinidad and Tobago Postal Corporation

240-250 Golden Grove Rd,

Piarco

Re: RFT # [insert reference number] for the Supply of Staff Uniforms

Dear Sir/Madam,

I/We the undersigned, hereby offer to undertake on the acceptance of this Tender to perform, execute or otherwise carry out the supply of uniform to the Corporation in accordance with the Tender documentation.

I/We, the undersigned, having examined the Tender Documents hereby undertake to perform the Services required for the Rates set out in Schedule, exclusive of VAT. Prices and rates quoted shall be deemed to include the cost of inter alia, all expenses, materials, equipment including overheads, labour and the Contractor's general obligations under the Conditions of Tender and other items of work to complete the Services to all statutory requirements, professional codes of practice, the Contractor's policies, the reasonable satisfaction of the Corporation's contract manager, to the Contract Standard, together with all liabilities whether express or implied incurred or incumbent upon the Contractor pursuant to the Contract.

Price and Schedule of Rates

The rates which make up the price for carrying out the services are set out Schedule 3 as required by the Request for Tender (RFT) document. [My/our price for carrying out this work for the first year is [words & figures]

Method Statement

I / We hereby submit my/our response to the RFT and other method statements as Document D as required by the Request for Tenderer.

Declaration

I / We understand that my/our Tender is for the Prices set out in Paragraph 2.1 and undertake that if this Tender is accepted I/we will not, save as expressly provided in the Conditions of Tender, be entitled to and will not withdraw the above offer and undertaking and will subject to and according to the documents carry out the Services.

I / We agree that the insertion by me/us of any conditions qualifying this Tender or any unauthorised alteration to any of the Tender documents shall not amend these Documents and may cause the Tender to be rejected.

I / We agree that if upon examining the Form of Tender, an error of computation is detected by the Corporation the Tenderer shall be given details of the error(s) and afforded the opportunity to confirm or withdraw the offer. If confirmed the Tender figure will remain unaltered.

I / We agree that this Tender shall remain open for acceptance by the Corporation and shall not be withdrawn for 90 days from the last date specified for the receipt of this Tender. I/We undertake and agree that if this Tender is accepted by the Corporation, the said Tender shall from the date of such acceptance form a binding Contract between us. Nevertheless I/We further undertake to execute a formal agreement for the proper and complete fulfilment of the Contract.

I / We hereby acknowledge that I/we shall be disqualified and my/our Tender may accordingly be rejected by the Corporation at its sole option if I/we:

- a) Fix or adjust the prices already shown in my/our Form of Tender by or according to any agreement or arrangement with any other person, group or Tenderer;
- b) Communicate to any person other than the Corporation the amount or approximate amount of the prices shown in my/our Form of Tender, except where such disclosure is made in confidence to obtain quotations necessary for the preparation of the Form of Tender, or for the purposes of insurance referred to in these Tender Documents;
- c) Enter into any agreement or arrangement with any other person that such other person shall refrain from submitting a Form of Tender or shall limit or restrict the Prices to be shown by any other Tenderer in its Form of Tender;
- d) Offer or agree to pay or give or do pay or give any sum of money, inducement or consideration whether directly or indirectly to any individual or group for doing or having done or having caused to be done or refraining from doing anything in relation to any other Tenderers or any other person's proposed Form of Tender;
- e) Shall have offered, given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Corporation, or if the like acts shall have been done by any person employed by me/us or acting on my/our behalf, whether with or without my/our knowledge;
- f) In relation to any Contract with Corporation, I/we or any person employed by me/us or acting for me/us shall have committed an offence under the Prevention of Corruption Act 1987. Such non acceptance or rejection shall be without prejudice to any other civil remedies available to the Corporation or any criminal liability which conduct by me/us may attract.

I / We declare that I am/we are not party to any scheme, agreement or arrangement by which any Tenderer for the said Services has been or may be reimbursed by any other Tenderer in respect of whole or any part of their Tendering costs.

I / We acknowledge that the Corporation may in its absolute discretion refrain from considering any tender if the Tenderer does not tender for the provision of the entire Services contained in the Specification.

I / We acknowledge that the Corporation is not contractually bound to consider this Tender and that the issuing of any Tender Documents to me/us did not amount to any form of offer for any purpose.

I / We accept that the Corporation is not bound to accept all or part of any Tender at all.

I / We confirm that this is a bona fide Tender.

I / We hereby warrant and represent to undertake with the Corporation that:

- a) I / We have complied in all respects with and understand all parts of the Invitation to Tender;
- b) All information, representations and other matters of fact communicated (whether in writing or otherwise) to E-ACT by me/us or my/our employees concerning this Tender are true, complete and accurate in all respects;
- c) I / We have not submitted a Tender or entered into the Contract in reliance upon any representation or statement that may have been made by the Council;
- d) I / We have full power and authority to enter into the Contract and carry out the service.

SIGNED FOR THE TENDERER

Dated:

Name and Title

Signature

For and on Behalf of:

Company Name & Address

Schedule 3- Pricing Schedule

Item #	Service Description	Charges
1	Clearance of shipments via airfreight at Airport (ecommerce)	Monthly retainer
2	Clearance of shipments via sea freight	Please specify rates by value or cargo including any discounts

Schedule 4- Qualification Questionnaire

PART 1: FORM A: Organisation and Contact Details

Full name of organisation tendering (or of organisation acting as lead contact where a consortium bid is being submitted)		
ORGANISATION DETAILS		
Registered office address	Company registration number	
	VAT registration number	
	Name of immediate parent company	
	Name of ultimate parent company	
Type of organisation	i) a public limited co.	
	ii) a limited company	
	iii) a limited liability partnership	
	iv) other partnership	
	v) sole trader	
	vi) other (please specify)	

CONTACT DETAILS	
Contact details for enquiries about this QQ	
Name	
Address	
Post Code	
Country	
Phone	
Mobile	
Email	

Consortia and Sub-Contracting	a) Your organisation is bidding to provide the services required itself	
	b) Your organisation is bidding in the role of Prime Contractor and intends to use third parties to provide some services	
	c) The Potential Provider is a consortium	
<p>If your answer is (b) or (c) please indicate in a separate annex (by inserting the relevant company/organisation name) the composition of the supply chain, indicating which member of the supply chain (which may include the Potential Provider solely or together with other providers) will be responsible for the elements of the requirement.</p>		

PART 1: FORM B - Grounds for mandatory rejection

Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Answer
a) corruption within the meaning of the Prevention of Corruption Act 1987 (as amended); where the offence relates to active corruption	
b) the offence of bribery, where the offence relates to active corruption; the offence of bribery within the meaning of Prevention of Corruption Act 1987;	
c) money laundering within the meaning of the Proceeds of Crime Act 2000 (as amended);	
d) an offence in connection with the proceeds of drug trafficking within the meaning of the Dangerous Drug Act 1991 (as amended); or	

PART 1: FORM C - Grounds for discretionary rejection

Is any of the following true of your organisation?	
a) being an individual, is a person in respect of whom a debt relief order has been made, is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order, or a debt relief restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or appears unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of the Bankruptcy and Insolvency Act 2007, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state;	
b) being a company or any other entity within the meaning of the Companies Act 1995 (as amended) has passed a resolution or is the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of similar procedures under the law of any other state?	
Has your organisation	

i)	been convicted of a criminal offence relating to the conduct of your business or profession;	
ii)	committed an act of grave misconduct in the course of your business or profession;	
iii)	failed to fulfil obligations relating to the payment of NIS contributions under the law of Trinidad and Tobago (please provide proof of compliance);	
iv)	failed to fulfil obligations relating to the payment of taxes (income tax and VAT) under the law of Trinidad and Tobago (please provide proof of compliance); or	

PART 1: FORM D - Economic and Financial Standing

Important Notice:

Where the Potential Provider is a consortium or association of suppliers, the financial information is required for each Potential Provider that is a member of the consortium or association. Where the Potential Provider is a subsidiary of a group, the financial information is required for both the subsidiary and the parent company.

Parent company and/or other guarantees of performance and financial standing may be required if considered appropriate by the Authority.

1	FINANCIAL INFORMATION	
1.1	Please provide one of the following set out below: - (Please indicate which one by ticking the relevant box)	
	A copy of your audited accounts for the most recent two years	
	A statement of your turnover, profit & loss account and cash flow for the most recent year of trading	
	A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position	
	Alternative means of demonstrating financial status if trading for less than a year	

2	INSURANCE	
2.1	Workmen Compensation	Yes/No
	Public Liability	

PART 1: FORM E - Technical and Professional Ability

3	EXPERIENCE AND CONTRACT EXAMPLES			
Please provide details of up to three contracts from either or both the public and private sector, that are relevant to the Corporation's requirement. Contracts for the supply of goods or services should have been performed during the past <u>three</u> years. Works contracts may be from the past <u>five</u> years. (The customer contact should be prepared to speak to the purchasing organisation to confirm the accuracy of the information provided below if we wish to contact them).				
		Contract 1	Contract 2	Contract 3
3.1	Customer Organisation (name):			
3.2	Customer contact name, phone number and email			
3.3	Contract start date			
	Contract completion date			
	Contract Value			
3.4	Brief description of contract (max 150 words) including evidence as to your technical capability in this market.			
If you cannot provide at least one example, please briefly explain why (100 words max)				

5	STAFFING	
5.1	How many staff does your organisation employ relevant to the carrying out of services required under this contract? Please provide list of key staff, qualifications and customs brokerage licences	

Schedule 5- Contractor Information

Supplier Points of Contact Tenderers are to provide details for the following roles for the contract:

Customer Service dedicated Account Manager

Name:	
Title:	
Address:	
Office:	
Mobile:	
Email:	

Customer Service for general enquiries and orders

Name:	
Title:	
Address:	
Office:	
Mobile:	
Email:	

Accounts/Finance

Name:	
Title:	
Address:	
Office:	
Mobile:	
Email:	

Escalation/Senior Executive

Name:	
Title:	
Address:	
Office:	
Mobile:	
Email:	

Annexure 1- Terms and Conditions of Contract

This Contract is dated the *[insert date]*

Between

TRINIDAD AND TOBAGO POSTAL CORPORATION a Statutory Corporation, formed by the Trinidad and Tobago Postal Corporation Act No. 1 of 1999 with its principal office at the National Mail Centre 240-250 Golden Grove Road, Piarcro of ("the Corporation") and

[insert the name of the Contractor] xxx whose address for all purposes of the Contract (including Services of documents and proceedings) is *[insert the address of the Contractor]* ("**Contractor**")

together the "**Parties**"

1 The Contract

The **Contract** is the contract between the Parties for the provision of the Services by the Contractor to the Corporation and incorporates:

the Terms and Conditions;

the Specification; and,

the Contractor's Tender.

The **Specification** is the description of the Corporation's requirements for the Services. The Specification is referred to in the Contract Information and is appended at Schedule 1.

The **Contractor's Tender** is the Contractor's offer to provide the Services in accordance with the Specification and is referred to in the Contract Information and appended at Schedule 2.

This Contract has been entered into on the date stated at the beginning of it

Signed for and on behalf of Trinidad and Tobago Postal Corporation by:

Signature:.....

Name (IN CAPITALS):

Director for:

Signed for and on behalf of [*insert*
name of Contractor] by:

Signature:

Name (INCAPITALS):

Designation:.....

Description of Service:

Contract Term

Start Date: [insert date]

End Date [insert date]

The length of the Contract may be extended in accordance with clause 3.2 of the terms and conditions of the Contract by the following periods:

Maximum duration of any single extension: [insert number of months]

Maximum total duration of extension: [insert number of years]

Any extension will be made in writing in accordance with the terms of the Contract.

Contract Management Information

Corporation's Manager: Name:

Phone:

Email:

Contractor's Manager: Name:

Phone:

Email:

Contract Sum

Payable as follows (refer to separate sheet if necessary)

Contractor's email address for: [insert emails addresses]

(a) receipt of Purchase Orders

(b) receipt of remittance advices

*The email addresses provided by the Contractor will be used for all relevant communications and it is the responsibility of the Contractor to ensure that email addresses are correct and inboxes monitored on a frequent basis.

Corporation's email address for receipt of invoices and credit notes sent to it by the Contractor [insert Corporation's email address]

Terms and Conditions

Status of the Contract

- 1.1 By entering into this Contract:
 - 1.1.1 the Contractor confirms that the Contractor's Tender is accurate and includes everything necessary for the Contractor to meet its obligations under the Contract; and
 - 1.1.2 the Corporation accepts the Contractor's Tender.
- 1.2 The Contract is the sole and entire agreement between the Parties for the provision of the Services and supersedes all negotiations, submissions, representations and/or undertakings in respect of the Services that took place before it was signed.

These terms and conditions of Contract take precedence over the Specification and the Specification takes precedence over the Contractor's Tender.

Definitions

- 2.1 In this Contract the following words and phrases have the meanings given in this clause:

Corporation's Manager	means the Corporation Contract Manager authorised by the Corporation to manage the Contract on its behalf at a day-to-day operational level as shown in the Contract Information;
Confidential Information	means any information which has been designated as confidential by either Party in writing or ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, intellectual property rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the Data Protection Act 2011.
Contract Information	means the contract information sheet making up part of this Contract laying out certain information as amended from time to time;
Contractor's Manager	means the Contractor's Contract Manager appointed by the Contractor to manage the Services on its behalf as shown in the Contract Information;
DPA	means Data Protection Act 2011;

EMA	means the Environmental Management Authority;
End Date	means the date on which the Contract will end as recorded in Contract Information;
Extended Contract Period	means any period after the expiry of the Initial Contract Period for which the term of the Contract is extended;
FOIA	means the Freedom of Information Act 1999;
Force Majeure Event	means: (i) war, civil war, armed conflict or terrorism; (ii) nuclear, radioactive, sonic damage, chemical or biological explosion or contamination unless this is the result of an action by the Contractor; or, (iii) fire, explosion, storm, riot and civil commotion, tempest, flood, volcanic eruption or earthquake which directly causes a Party to be unable to meet all or a material part of its obligations under this Contract;
Initial Contract Period	means the length (Term) of this Contract shown in Contract Information or as referred to in the Corporation's Specification at the time the Contract was signed;
IPR	means all patents, rights to inventions, utility models, copyright and related rights, trademarks, Services marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
Minimum Wage	means the minimum wage defined by the Minimum Wage Act 1976 as amended from time to time.
Month	means a calendar month;
Normal Working Hours	means between 08:00 am to 4:00 pm on all Working Days;
Parties	means the Corporation and the Contractor;
Performance Indicator	means any measure of the Contractor's performance of the Services that may affect payment which are set out in the

	Specification or Contractor's Tender;
Personnel	means the employees, agency personnel or sub-contractors of an organisation;
Prohibited Act	means: <ul style="list-style-type: none"> (i) defrauding, attempting to defraud or conspiring to defraud the Corporation; (ii) directly or indirectly offering, promising or giving an advantage of any kind to the Corporation's Personnel to induce that person to improperly perform a function or activity or rewarding that person for improper performance of a function or activity; (iii) directly or indirectly requesting, agreeing to receive or accepting an advantage of any kind for improper performance of a function or activity in connection with the Contract; (iv) committing an offence under the Prevention of Corruption Act 1987; (v) committing an offence of fraud;
Price	means the sums payable by the Corporation to the Contractor for the Services as set out in the Contractor's Tender or as otherwise varied in accordance with the Contract;
Purchase Order	means any order for Services raised by the Corporation and placed with the Contractor pursuant to the Contract;
Regulatory Body	means any of those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, are legally entitled to regulate the matters dealt with in the Contract or any other affairs of the Corporation;
Request for Information	means a request or information made under the FOIA and/or the EMA;
Services	means the Services set out in the Specification;
Start Date	means the date on which the Contract will start as recorded in the Contract Information;
Working Day	means a day (other than a Saturday or Sunday) on which banks are open for general business in Trinidad and Tobago.

2.2 The interpretation and construction of these terms and conditions will be subject to the following provisions:

- 2.2.1 words meaning the singular include where the context allows the plural and vice versa and masculine words include the feminine and the neuter;
- 2.2.2 reference to a clause is a reference to the whole of that clause unless stated otherwise;
- 2.2.3 reference to any statute, enactment, order, regulation or other similar instrument will be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted along with any subsidiary statutory provisions made from time to time together with any guidance or codes of practice issued by a regulatory body or relevant government department in relation to the regulations or legislation;
- 2.2.4 reference to any person includes natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- 2.2.5 the words “include”, “includes” and “including” are to be read as if they were immediately followed by the words “without limitation”; and
- 2.2.6 headings are included for ease of reference only and will not affect the interpretation or construction of these terms and conditions of contract.

2. Term

- 3.1 The Contract begins on the Start Date and ends on the End Date unless it is terminated as laid out elsewhere in this Contract or in another lawful way.
- 3.2 The Corporation may extend the Contract for the further periods shown in Contract Information if it gives the Contractor at least one (1) month’s written notice prior to the End Date.
- 3.3 The Parties may extend the Contract.

Provision of the Services

The Contractor will provide the Services:

- 4.1.1 to the standards laid out in the Specification and any relevant Purchase Order and in accordance with the Contractor's Tender;
 - 4.1.2 to all applicable standards and codes of practice or conduct of any appropriate professional bodies, trade associations or regulators; and,
 - 4.1.3 with all due skill, care and diligence to be expected of a competent contractor experienced in providing services of the type, size and scope of the Services.
- 4.2 The Contractor will comply with these terms and conditions of Contract and with all the requirements and provisions of the Specification when providing the Services.
 - 4.3 This is not an exclusive contract and the Corporation 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.
 - 4.4 The Corporation does not promise or guarantee the total quantity or value of the Services and the Contractor agrees that it has not entered into the Contract on the basis of any such promise or guarantee.
 - 4.5 The quantity or value of the Services or of the Contract in any year does not give any right to a particular quantity or value of the Services or of the Contract in any subsequent year.
 - 4.6 The Contractor will provide all premises, facilities, equipment, materials, personnel and anything else required for the proper performance of the Contract at its own cost.
 - 4.7 The Contractor will be responsible for the activities of its Personnel engaged in the provision of the Services.
 - 4.8 The Contractor will engage sufficient competent, qualified and experienced Personnel to ensure that the Services are provided at all times and in all respects in accordance with this Contract.
 - 4.9 Use its best endeavours to ensure that its Personnel engaged in the provision of the Services will comply with all applicable laws, statutes, regulations and codes from time to time in force whether or not they are detailed in this Contract.

Contract Management

- 5.1 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.
- 5.2 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.
- 5.3 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.
- 5.4 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.
- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 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.
- 5.9 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.

Price

- 6.1 The Price will be calculated as laid out in the Contractor's Tender.

- 6.2 The Price will remain unchanged during the Initial Contract Period unless it is varied under clause 24.
- 6.3 If the Parties agree to alter the Services or Price as described in clause 24, the altered Services or Price will be subject to review.

Payment

- 7.1 The Contractor will submit invoices to the Corporation using the process and timing laid out in the Specification and this clause.
- 7.2 All invoices must contain:
 - 7.2.1 the correct Corporation Purchase Order number;
 - 7.2.2 all appropriate references;
 - 7.2.3 a detailed breakdown of the Services supplied;
 - 7.2.4 any other documentation stipulated in the Specification; and,
 - 7.2.5 any other documentation that is reasonably required by the Corporation to substantiate the invoice.
- 7.3 The Contractor will add VAT to the Price at the prevailing rate as applicable.
- 7.4 The Corporation will pay each agreed, correct and valid invoice within thirty (30) days of receipt together with a sum equal to the VAT chargeable on the amount payable.
- 7.5 If the Parties have a dispute about an invoice:
 - 7.5.1 the Corporation will pay any undisputed part of the invoice;
 - 7.5.2 the Contractor will continue to supply the Services; a dispute about an invoice does not allow it to suspend or terminate the supply of the Services; and,
 - 7.5.3 the Parties will resolve the dispute using the dispute resolution procedure laid out in clause 22.

- 7.6 The Contractor will indemnify the Corporation on a continuing basis against any liability, including any interest, penalties or costs, which the Corporation is required to pay at any time in respect of the Contractor's failure to account for or to pay any VAT connected to payments made to the Contractor under the Contract; the Contractor will pay any amounts due under this clause to the Corporation not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Corporation.
- 7.7 If the Contractor owes money to the Corporation for any reason connected with this Contract, then the Corporation may deduct (set-off) that money from any sum owed by the Corporation to the Contractor, whether owed for a reason connected with this Contract or not, without the Contractor needing to agree. The Contractor cannot make any claim against the Corporation in order to withhold payment and/or set-off of any such amount in whole or in part.

Intellectual Property

- 8.1 The Contractor assigns to the Corporation all existing and future IPR in any products of the Services and all materials embodying these rights to the fullest extent permitted by law. If for any reason they do not transfer, the Contractor will hold legal title in these rights on trust for the Client and will transfer them to the Corporation promptly and at their own expense.
- 8.2 The Contractor warrants that the IPR in the products of the Services does not infringe the rights of any third party.

Bribery and Corruption

- 9.1 The Contractor:
- 9.1.1 will not ask for or accept any gratuity, tip or any other form of money-taking or reward in connection with the Contract other than the Price;
 - 9.1.2 will not commit a prohibited act under the Prevention of Corruption Act; and
 - 9.1.3 warrants that it is not aware of any financial or other advantage being given or any agreement reached with any of the Corporation's Personnel in connection with the execution of the Contract.
- 9.2 The Contractor will:

- 9.2.1 ensure that neither the Contractor nor its Personnel are placed in a position where, in the reasonable opinion of the Corporation, there is or may be an actual or potential conflict between the pecuniary or personal interests of the Contractor and the duties owed to the Corporation under the provisions of the Contract; and,
 - 9.2.2 disclose to the Corporation full particulars of any such conflict of interest which arises.
 - 9.3 If the Contractor breaches Clause 9.2 the Corporation may:
 - 9.3.1 take such steps it considers necessary to prevent, stop or remedy any breach; and,
 - 9.3.2 terminate the Contract immediately in accordance with clause 20.
- the actions of the Corporation under this clause will not prejudice or affect any rights of action or remedy which the Corporation may have.

Compliance with Laws and Policies

- 10.1 The Contractor will at all times comply:
 - 10.1.1 with all applicable laws, statutes, regulations and codes from time to time in force; and,
 - 10.1.2 the requirements of the Occupational Safety and Health Act 2004, (as amended) and all other statutory provisions relating to health and safety.
- 10.2 The Contractor will ensure it complies with the requirements of the Equal Opportunities Act 2000 and in particular will:
 - 10.2.1 use its best endeavours to eliminate all conduct prohibited by the Act and will seek to promote equality among its Personnel and generally

Data Protection and Freedom of Information

- 11.1 Both Parties will fulfil their obligations under the DPA connected with the Contract and will comply with the terms contained in Appendix I.
- 11.2 The Contractor will assist and cooperate with the Corporation to enable the Corporation to comply with its information disclosure obligations under the **FOIA** and the **EMA** and in particular will comply with the terms contained in Appendix II.
- 11.3 This clause 11 will continue to apply indefinitely after the Contract ends.

Safeguarding (not applicable)

Access

- 13.1 The Contractor will allow the Corporation and its auditors access at all reasonable times and on reasonable notice to all premises of the Contractor:
 - 13.1.1 to inspect work being done as part of the Contract;
 - 13.1.2 to all records and information relating to the Contract;
 - 13.1.3 to any of the Contractor's personnel; and,
 - 13.1.4 to all resources and systems used by the Contractor in connection with the Contract.
- 13.2 For a period of six (6) years, or such other period as the Parties may agree, following the expiry or termination of the Contract, the Contractor will allow the Corporation and its auditors reasonable access from time to time as may be reasonably required for the purposes of examining records and information relating to the Contract.
- 13.3 The Corporation will allow the Contractor to have such access as is reasonable in the circumstances to the Corporation's premises, officers, members or information for the purpose of providing the Services only to the extent it is necessary to deliver the Services.

Management Information and Audit

- 14.1 The Contractor will provide the Corporation with:
 - 14.1.2 the reports and information as set out in the Specification; and,
 - 14.1.3 such other information as the Corporation may reasonably require from time to time or as a consequence of the Contract ending;and agrees that the costs of so doing are included in the Price.
- 14.2 The Contractor will co-operate fully with any enquiry or investigation made by the Corporation's internal or external auditors or any other quality or performance inspectors that in any way concerns the Contract or the Services.
- 14.3 The Corporation may use information given by the Contractor under the Contract to prevent and detect fraud and money-laundering and may share such information with other organisations that handle public funds for the same purpose.

Insurance

- 15.1 The Contractor shall maintain adequate insurance levels, as outlined in the Specification, throughout the term of the Contract.
- 15.2 On each policy renewal date, the Contractor will provide the Corporation with written evidence that it has complied with this condition.

Confidentiality

- 16.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in the Contract, each Party will:
 - 16.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly; and
 - 16.1.2 not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.
- 16.2 Clause 16.1 will not apply to the extent that:
 - 16.2.1 such disclosure is a requirement of law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR;
 - 16.2.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 16.2.3 such information was obtained from a third party without obligation of confidentiality;
 - 16.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
 - 16.2.5 it is independently developed without access to the other Party's Confidential Information.
- 16.3 The Contractor may only disclose the Corporation's Confidential Information to the Personnel who are directly involved in the provision of the Services and who need to know the information and will ensure that such Personnel are aware of and will comply with these obligations as to confidentiality.

- 16.4 The Contractor will not, and will procure that the Personnel do not, use any of the Corporation's Confidential Information received otherwise than for the purposes of the Contract.
- 16.5 In discharging its obligations under this clause 16, the Contractor will observe all further or particularised requirements in respect of confidentiality as may be set out in the Specification.

Liability

- 17.1 The Contractor will be liable for and will indemnify and keep indemnified the Corporation against all liabilities, actions, damages, costs, losses, claims, expenses, demands and proceedings whatsoever either arising directly from the breach by the Contractor of any of its obligations under the Contract including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly or indirectly by any act or omission of the Contractor.
- 17.2 The Contractor will not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Corporation or by breach by the Corporation of its obligations under the Contract.

Status and Publicity

- 18.1 At all times during the term of the Contract, the Contractor will be an independent contractor and nothing in the Contract will create a contract of employment, a relationship of agency, a partnership or a joint venture between the Parties.
- 18.2 A Party is not authorised to act in the name of, or on behalf of, or otherwise bind the other Party unless it is authorised to do so under the terms of the Contract.
- 18.3 The Contractor will not communicate by any means with the press or broadcasting media about any matters connected with the Contract, except with the prior consent of Corporation.
- 18.4 The Contractor will not advertise its provision of the Services to the Corporation or use the Corporation's corporate logo, coat of arms or name without the prior consent of the Corporation.

Business Continuity

- 19.1 The Contractor will have business continuity arrangements in place so that in the event of a failure of or disruption of the Services they will:
 - 19.1.1 ensure that the Corporation can continue to provide its functions;

- 19.1.2 prevent loss of data;
- 19.1.3 prevent or as far as possible minimise any impact on any service levels set out in the Contract; and
- 19.1.4 ensure that normal provision of the Services begins as soon as possible.
- 19.2 The Contractor must continue to meet its obligations under the Contract and the Price will not be increased where any failure or disruption of the Services occur because of any breach of Contract by the Contractor.

Termination

- 20.1 The Corporation may without liability terminate the Contract for any reason by giving the Contractor not less than one (1) Months' notice in writing.
- 20.2 If the Contractor materially breaches any of the terms of the Contract, the Corporation may give the Contractor ten (10) Working Days' notice to remedy the breach. If the breach is not remedied within those 10 days or is not capable of remedy the Corporation may end the Contract by giving the Contractor ten (10) Working Days' notice in writing.
- 20.3 The Corporation may end this Contract immediately by giving the Contractor notice in writing if the Contractor:
 - 20.3.1 becomes bankrupt or insolvent, in circumstances which entitle the Court or a creditor to appoint or have appointed a receiver, manager or administrative receiver, has a provisional liquidator appointed or has a winding-up order made;
 - 20.3.2 breaches Clause 10; or,
 - 20.3.3 repeatedly breaches the Contract which the Corporation, acting reasonably, considers sufficiently material to terminate the Contract including where breaches are of the same or different obligations, or if the breaches have been cured.

Force Majeure

- 21.1 No Party will be considered in breach of its obligations under this Contract or be responsible for any delay in their performance if this is prevented or delayed as a direct or indirect consequence of a Force Majeure Event.
- 21.2 If a Party reasonably considers that its obligations are delayed or affected by a Force Majeure Event, then that Party will promptly notify the other Party in writing providing full details of the Force Majeure Event and how long they estimate the delay will be.

Dispute Resolution

- 22.1 If there is a dispute connected with the Contract the Parties will attempt in good faith to negotiate a settlement to the dispute following the dispute resolution process laid out in this clause 22.
- 22.2 Firstly, the Corporation's Manager and the Contractor's Manager will endeavour to resolve any dispute between them.
- 22.3 If the Corporation's Manager and the Contractor's Manager are unable to reach agreement within five (5) Working Days, the dispute will be referred to a Senior Manager of the Corporation and a person of equivalent status with the Contractor.
- 22.4 If the Corporation's Manager and the Contractor's Manager are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the Parties agree to enter into mediation in good faith to settle the Dispute in accordance with the Arbitration Act of Trinidad and Tobago, Chapter 5, No. 1, or any modifications thereof.
- 22.5 No Party may commence any court proceedings in relation to the whole or part of the Dispute until 30 days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by such delay.
- 22.6 If the Dispute is not resolved within 30 days after service of the ADR notice, or either Party fails to participate or ceases to participate in the mediation before the end of that 30 day period, or the mediation terminates before the end of that 30 day period, the Dispute shall be resolved by the courts of Trinidad and Tobago in accordance with clause 25.5 of this Contract.
- 22.7 Nothing in this dispute resolution procedure will prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

Assignment and Sub-contracting

- 23.1 The Corporation can assign the Contract to another public body.
- 23.2 The Contractor cannot transfer or assign the Contract, including to a purchaser of the Contractor's business without the written consent of the Corporation before doing so.
- 23.3 The Contractor cannot sub-contract any of its obligations under the Contract or use the Contract as security without obtaining the written consent of the Corporation before doing so.

- 23.4 The Contractor will be liable for any failure of a sub-contractor to perform the Services, or for its failure to meet any of the Contractor's obligations under the Contract.
- 23.5 If a Contractor sub-contract its obligations under the Contract, it will ensure that its contract with the contractor shall:
 - 23.5.1 require payment to be made of all sums due from the Contractor to the sub- contractor within 30 days from the receipt of a valid invoice; and,
 - 23.5.2 require that the sub-contractor will have insurance at the same levels as the Contractor's insurance under this Contract.

Contract Changes

- 24.1 Either Party may propose a change to the Specification or these terms and conditions of contract which may include a change to the Price.
- 24.2 The Parties may need to negotiate the proposal and if they agree a change, they will record the change in writing and this will be signed by an authorised representative of the Corporation and an authorised representative of the Contractor.
- 24.3 A Contract change will not take effect if a proposal is not agreed by both Parties in writing.
- 24.4 Any extension to the Term of the Contract or another change to the information contained in the Contract Information will be recorded by the Corporation issuing a revised version of the Contract Information.

General

- 25.1 No third party shall have the right to enforce any term of the Contract.
- 25.2 If any provision of the Contract or if any Court of competent jurisdiction declares any provision of the Contract to be invalid or unenforceable in any way, this will not affect the other provisions of the Contract which will remain in full effect.
- 25.3 Where any of the rights and obligations of the Parties in the Contract will or may be exercised after the end of the Contract, the Contract's Clauses conferring these rights and powers will survive and remain in full force and effect despite the Contract ending.
- 25.4 Any formal demand, notice or other communication required to be given under the Contract will be sufficiently served if sent by recorded delivery post (or equivalent),

or electronic mail to the address of the Party to be served recorded in this contract and, if so sent, will (subject to proof to the contrary) be deemed to have been received by the addressee (in the case of transmission by post) on the second working day after the date of posting or (in the case of electronic mail) on the first working day after confirmed transmission, as the case may be.

- 25.5 The Contract will be governed by the laws of Trinidad and Tobago and subject to the exclusive jurisdiction of the Courts of Trinidad and Tobago.