

INVITATION TO BID (ITB)
(Two-Envelope Bidding Process)

for

“THE SUPPLY, DELIVERY, ASSEMBLY,
INSTALLATION, AND COMMISSIONING OF
FURNITURE REQUIRED AT THE OFFICE OF THE
ATTORNEY GENERAL AND OFFICE OF THE
DIRECTOR OF PUBLIC PROSECUTIONS”

REFERENCE: ITB#39/2025

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1.0 Letter of Invitation

The Office of the Attorney General hereby invites bids from eligible and qualified suppliers in response to this Invitation to Bid (“ITB”) for the above-referenced subject.

This ITB includes the following documents:

- Section 1: This Letter of Invitation
- Section 2: Instructions to Bidders
- Section 3: Bid Data Sheet
- Section 4: Scope of Works and Technical Specifications
- Section 5: Checklist of Documents
- Section 6: Draft Form of Contract
- Section 7: General Conditions of Contract
- Section 8: Returnable Bid Forms
 - Annex 1: Summary of Cost
 - Annex 2: Form of Bid
 - Annex 3: Technical Bid

If you are interested in submitting a bid in response to this ITB, please prepare your bid in accordance with the instructions, requirements, and procedures as set out in this ITB and submit it by the deadline for submission of **Monday 22nd September 2025 at 10a.m.** as stated in the BDS to the following email address:

- procurementunit@ag.gov.tt

All requests for clarification should be submitted to the above email address in accordance with the Bid Data Sheet (“BDS”). Only requests received within the stipulated time will be addressed. Clarifications and responses to queries shall be published on the website of the Office of the Attorney General and it is the responsibility of the Bidder to periodically check for said clarifications and responses. Should you require further clarification, kindly see the attached BDS.

The Office of the Attorney General looks forward to receiving your bid and appreciates your interest in this opportunity.

Kenneth Franklyn

Manager Public Procurement
Office of the Attorney General
14th September 2025

2.0 Instruction to Bidders

GENERAL PROVISIONS

1. Introduction

- 1.1 The Office of the Attorney General seeks to acquire furniture for delivery and installation at two locations. These furniture items have been identified in the Scope of Works and Technical Specifications at 4.0 of this document.
- 1.2 The Scope of Works and Technical Specifications includes the following:
 - (a) The supply, delivery, assembly, installation, and commissioning of furniture made up of the following items:
 - (i) Office or work chair;
 - (ii) Tables;
 - (iii) Desks;
 - (iv) Credenzas; and
 - (v) Filing cabinets or accessories;
- 1.3 See 4.0 – Scope of Works and Technical Specifications for further information.
- 1.4 Items should be delivered to the Office of the Attorney General, AGLA Tower, Corner London and Richmond Streets, Port of Spain or as otherwise specified by the Office of the Attorney General in writing. Delivery of furniture should begin no later than the end of April 2026 or on a date to be notified in writing by the Office of the Attorney General.
- 1.5 Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by the Office of the Attorney General.

2. Rejection of Bids

- 2. Any bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the bid by the Office of the Attorney General. The Office of the Attorney General is under no obligation to award a contract to any Bidder as a result of this ITB.
- 2.2 Notwithstanding anything to the contrary which may be contained or implied in this ITB, the Office of the Attorney General does not bind itself to accept the lowest bid and further reserves the right to reject any and all parts of any and all bids. The Office of the Attorney General reserves the right to reject any bid which it determines to be in violation of the spirit and intent of this ITB.
- 2.3 In addition, bids may be rejected if:
 - (a) The Bidder fails to provide the relevant documents requested in this ITB which supports its ability to successfully supply the goods, or goods and related services specified herein or which are necessary for bid evaluation; or

- (b) The Bidder has pending litigation which may adversely affect its ability to provide the goods, or goods and related services contained in this ITB.

3. Cancellation of Invitation to Bid Process

- 3.1 The Office of the Attorney General reserves the right to cancel the ITB process in its entirety or even partially at any stage prior to the Award of Contract for any reason without defraying any costs incurred by any individual, company, firm, joint-venture, partnership or consortium. Notice of such cancellation will be communicated to all participating firms.

4. Conflicts of Interest

- 4.1 A Bidder shall not have a conflict of interest. A Bidder shall hold the Office of the Attorney General's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- 4.2 Any Bidder who is found to have a conflict of interest with one or more parties in this ITB process shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this ITB process if:
 - (a) It has, directly or indirectly, controlling shareholders or partners in common; or
 - (b) Its legal representatives are the same as or have a common party in their executive boards or management, or when the decision-making quorum of their shareholders at assemblies or meetings belongs directly or indirectly to the same natural persons or entities; or
 - (c) It has a relationship, directly or through common third parties, that puts it in a position where it has access to information or can influence other bids or the decision of the Office of the Attorney General regarding this ITB process; or
 - (d) It submits more than one (1) application for this ITB process, either in its own name or as part of a joint venture in another bid; or
 - (e) It has participated directly or indirectly, in any capacity, in the preparation of the design or technical specifications of the goods, works or related services that are the subject of this ITB process; or
 - (f) It would be providing goods, works or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (g) It is a member of staff of the procuring entity.
- 4.3 In particular, any effort by Bidders to influence the Office of the Attorney General in the process of examination, clarification, evaluation, and comparison of bids will result in the rejection of the respective bid.

5. Alternative Bids

- 5.1 Alternatives proposed that do not meet the minimum specifications shall not be considered.

6. Partial Bidding

- 6.1 Partial bidding is not allowed and shall lead to disqualification of the bid.

7. Fraud & Corruption, Gifts and Hospitality

- 7.1 Participants in this procurement process shall be bound by the Ethical Code of Conduct for Suppliers and Contractors and by the Ethical Code of Conduct for Public Bodies and Public Officers, accordingly, located at <https://oprtd.org/>.

8. Ineligibility

- 8.1 Suppliers, contractors or other persons included in the ineligibility list maintained by the Office of Procurement Regulation (OPR) are not invited to submit a bid or awarded a contract for the provision of the goods or services described in this ITB. However, in accordance with Regulation 10 of the Public Procurement and Disposal of Public Property (Ineligibility Proceedings) Regulations, 2021, if a supplier or contractor is on the ineligibility list, a procuring entity can apply to the OPR for an exemption in order to conduct business with the supplier or contractor. The application must provide justification demonstrating reasons for the public good that make it necessary to do business with the supplier or contractor.

9. Registration on Procurement Depository

- 9.1 As part of this bid, Bidders must register on the Procurement Depository of the OPR at <https://oprtd.org/procurement-depository/>. In accordance with Regulations, the Office of the Attorney General only invites suppliers or contractors who have requested pre-qualification and are pre-qualified in the Procurement Depository to participate in procurement proceedings, under the following Lines of Business:

- Office or work chair (56101720)
- Tables (56101519)
- Desks (56101703)
- Credenzas (56101701)
- Filing cabinets or accessories (56101702)

10. Site Visit

- 10.1 Not Applicable (N/A) for this procurement activity.

11. Pre-Bid Conference

- 11.1 N/A for this procurement activity.

12. General Considerations

- 12.1 In preparing the bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the bid.
- 12.2 The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the Office of the Attorney General accordingly in writing.
- 12.3 Where a provisional or contingency sum has been included in the Summary of Costs, no claim by the contractor for loss of overhead charges and profit will be admitted on the grounds that such sums have not been expended in whole or in part.

- 12.4 Any expenditure required under the provisional or contingency item shall be in accordance with the instructions issued by the Office of the Attorney General in writing and only so much of the sum as is ordered by the Office of the Attorney General to be expended shall be paid to the contractor. No expenditure shall be made under either the provisional or contingency sum items without prior approval by the Office of the Attorney General.

13. Clarification and Change to Documents

- 13.1 The Office of the Attorney General may request a clarification of any part of the Bidder's submission, in writing, at any time prior to the completion of the evaluation process. The Bidder shall have twenty-four (24) hours to respond to requests for clarification after which time the information submitted will no longer be considered.
- 13.2 A Bidder may request a clarification of any part of the ITB documents, in writing, during the submission period up to two (2) days prior to the deadline for submission of bids.
- 13.3 Any clarification or change to these Bid Documents, prior to the closing date specified herein will be made only by written addenda published on the official website of the Office of the Attorney General as at the date the clarification or change was made, including a description of the inquiry but without identifying its source. The addenda will be published up to two (2) days before the deadline for submission of bids.
- 13.4 The Office of the Attorney General will not be held responsible for any interpretations made by Bidders as a result of information received by any means other than by written addenda.
- 13.5 Responses shall be given as a matter of assistance to the Bidder but that shall not be construed as altering the meaning and intent of the bid, and/or the Bidders' obligations thereunder, which can be varied only by letter signed by the Manager Public Procurement, Office of the Attorney General.
- 13.6 Each addendum, when issued, is to become a part of these Bid Documents.
- 13.7 In order to afford prospective Bidders reasonable time in which to take an addendum into account in preparing their bid, the Office of the Attorney General may, at its discretion, extend the deadline for the submission of bids.
- 13.8 Requests for clarification should be sent ONLY to:
procurementunit@ag.gov.tt

14. Bidder Representative

- 14.1 Bidders must advise the Office of the Attorney General of the name, business address, telephone number and email address of an individual who is designated as the Bidder's representative for the purpose of this ITB.

15. Waiver and Allocation of Risk

- 15.1 The Bidder acknowledges and agrees that it is solely responsible for obtaining its own commercial, legal, accounting, engineering, and other advice with respect to the contents of this ITB or any such information as is described in this paragraph. The Bidder who submits a bid to the Office of the Attorney General is deemed to have released the Office of the Attorney General from, and waived any action,

cause of action, claim, liability, demand, loss, damage, cost or expense, of every kind, in any way connected or arising out of the contents of this ITB or any such information as is described in this paragraph.

- 15.2 A Bidder who submits a bid is deemed to have agreed that it is solely responsible for and liable to ensure that it has obtained and considered all information necessary to enable it to understand the requirements of this ITB, and to prepare and submit its bid.

16. Cost of Preparation of Bid

- 16.1 The Bidder shall bear all costs related to the preparation and submission of the bid, regardless of whether its Bid is selected or not. The Office of the Attorney General shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

17. Language

- 17.1 The bid, as well as any and all related correspondence and documents exchanged by the Bidder and Office of the Attorney General, shall be written in Standard English.

18. Information to be Provided

- 18.1 Bidders must provide the following in their bid:-

- (a) The full name, signature, office and business address of the Bidder;
- (b) Signature of the person making the offer, or in the case of a company, partnership or business firm, by a duly authorised officer or employee of such company, partnership or business firm;
- (c) All information requested in the Bid Documents;
- (d) The bid must state clearly if items quoted are ex-stock/readily available or to be imported;
- (e) An assurance that prices will remain valid for an initial minimum period of one hundred and twenty (120) days from the closing date of bid or as stated otherwise;
- (f) Where delivery is ex-stock at the time of bidding, a delivery period must also be given in the event that the good is sold before notification of the acceptance of the offer:
 - (i) Failure to deliver the goods accepted within the period quoted in the bid may result in the goods being purchased from another supplier and the contractor having to meet the excess cost; and
 - (ii) The delivery timeline shall be in accordance with the period specified in the contract.
- (g) Guarantee or warranty offered;
- (h) Supportive literature / brochures on the goods being offered;
- (i) Capability for providing after sales service i.e., spares, repairs;
- (j) State Terms of Payment:

- Note that the Office of the Attorney General can facilitate a mobilization fee of ten percent (10%) of the value of the procurement contract or alternatively, an advance payment beyond the mobilization fee in accordance with Section 36 of the Public Procurement and Disposal of Public Property (Procurement Methods and Procedures) Regulations, 2021.
- Please note however only up to 50% down payment can be invoiced upon execution of the contract.

19. Documents Comprising the Bid

19.1 The bid shall comprise of the following documents and related forms:

- (a) Cover Letter;
- (b) Price Schedule/ Summary of Cost (See Annex 1);
- (c) Form of Bid (See Annex 2);
- (d) Technical Bid (See Annex 3); and
- (e) Any attachments and/or appendices to the bid.

19.2 There shall be no erasures or correction fluid applied to the bid. All changes shall be “crossed off”, corrected and initialled by the Bidder’s duly authorised representative.

19.3 Bids should be as thorough and detailed as possible so that the Office of the Attorney General may properly evaluate the Bidder’s capabilities to provide the required goods, or goods and related services.

20. Form of Bid and Summary of Cost

20.1 The Form of Bid and Price Schedule/ Summary of Cost shall be prepared using the relevant forms furnished. The forms must be completed without any alterations to the text, and no substitutes shall be accepted unless all pages of the bid where entries or amendments have been made shall be signed or initialled by the person signing the bid.

21. Currency of Bid

21.1 The currency of the bid and the currency of payments shall be the same. The Bidder shall quote in Trinidad and Tobago Dollars (TTD) only.

22. Type of Contract

22.1 Fixed Price.

23. Submission

23.1 The Bidder shall submit a duly signed and complete bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule/ Summary of Cost shall be submitted together with the Technical Bid and all other required documents.

23.2 Bids should be delivered by the method of transmission as specified in the BDS. Bids sent to any other email address other than the one identified in the BDS will be rejected.

23.3 The bid shall be signed by the Bidder or person(s) duly authorised to prepare and submit the bid. The authorisation shall be communicated through a document evidencing such authorisation issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the bid.

23.4 The bid shall be encrypted via a password. The password shall not be included in the accompanying email.

24. Deadline for Submission

- 24.1 Complete bids must be received by the Office of the Attorney General in the manner, and no later than the date and time, specified in the BDS. The Office of the Attorney General shall only recognise the actual date and time that the bid was received by the Office of the Attorney General.

25. Late Submission of Bid

- 25.1 The Office of the Attorney General shall not consider any bid that arrives after the deadline for submission of bids. Any bid received by the Office of the Attorney General after the deadline for submission of bids shall be declared late, and be disqualified from the evaluation process.

26. Modification and Withdrawal of Bids

- 26.1 Bidders may modify or withdraw their bids after submission provided that the modification or notice of withdrawal is received in writing by the Office of the Attorney General prior to the prescribed deadline for the submission of bids.
- 26.2 Submissions may be withdrawn by Bidders by sending a written notice duly signed by an authorised representative and shall include a copy of the authorisation.
- 26.3 The corresponding substitution or modification of the Bidder must accompany the respective written notice.

27. Validity Period

- 27.1 Bids shall be valid for a period not less than **One Hundred and Twenty (120) Days** from the closing date for the submission of bids.
- 27.2 A bid valid for a shorter period may be rejected by the Office of the Attorney General as non-responsive.
- 27.3 The Office of the Attorney General reserves the right to request all Bidders to extend the validity period of their bid. The request and response shall be made in writing. If a bid security is requested, it shall also be extended for a corresponding period.

28. Confidentiality

- 28.1 If the Bidder becomes aware of any sensitive information about the Office of the Attorney General during this ITB process, the Bidder shall treat this information as confidential.

29. Opening of Bids

- 29.1 On the opening date of **Monday 22nd September, 2025 at 10:00 a.m.**, all Bidders shall be invited to a Microsoft Teams meeting at which time Bidders will be required to email the password to their bids to procurementunit@ag.gov.tt. This Teams meeting will continue until 12:00 p.m. or until as necessary. Any Bidder not in attendance during this time will not have their bid evaluated.
- 29.2 The Office of the Attorney General shall share the following information via email with each Bidder who attended the meeting:
- (a) the name of each Bidder and whether there is a modification or withdrawal or both;
 - (b) the total Bid Price, including any discounts;
 - (c) the presence or absence of a bid security, if required.

30. Evaluation of Bids

- 30.1 Bids shall be reviewed and evaluated based on completeness and compliance of the bid and responsiveness with the requirements of the ITB as well as all other annexes providing details of the Office of the Attorney General's requirements. Any offer that does not meet the requirements shall be rejected.
- 30.2 The Office of the Attorney General shall use the criteria and methodologies contained in this ITB (inclusive of the Evaluation and Qualification Criteria) to determine the Most Advantageous Bid. The Most Advantageous Bid is one that meets the qualification criteria and has been determined to be:
- (a) substantially responsive to the Bid Document; and
 - (b) attains the highest qualifiable, combined evaluation score (based on both price and quality considerations).

31. Preliminary Examination

- 31.1 Bids that are received will be reviewed to ensure that all forms, documents, and supporting information requested in accordance with the Checklist of Documents to accompany the bid in the ITB are included in the submission.
- 31.2 Failure to include key forms or information will render the submission incomplete and it may be deemed non-responsive to the requirements outlined in the ITB and will not be considered further.
- 31.3 A substantially responsive bid is one that conforms to the terms, conditions, and specifications of the Bid Document without material deviation which:
- (a) affects the scope, quality, or performance of the goods or goods and related services specified in the contract included in this ITB; or
 - (b) is inconsistent with the Bid Document, the Office of the Attorney General's rights, or the obligations of a Bidder under the contract included in this ITB; or
 - (c) unfairly affects the competitive position of other Bidders who present submissions.
- 31.4 The Office of the Attorney General shall examine the technical aspects of the bid submitted to confirm that all requirements have been met without any material deviation, reservation, or omission.
- 31.5 If a bid is not substantially responsive to the requirements of the Bid Document, it may be rejected by the Office of the Attorney General and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

32. Technical Evaluation

- 32.1 Each submission deemed substantially responsive during the preliminary examination stage shall be subjected to a technical evaluation to ensure that the bid meets the requirements outlined in the Scope of Works and Technical Specifications.

33. Evaluation of Cost/Price

- 33.1 The Office of the Attorney General shall compare the evaluated costs of all substantially responsive bids to determine the bid that offers the best value for money in alignment with current market rates.

- 33.2 The Price Schedule/Summary of Cost of all bids that passed the technical evaluation stage will be reviewed to ensure that all goods and services required were priced, and that there are no arithmetical errors in the Bidder's submission.
- 33.3 Prices inserted shall be deemed to include the payment of customs and other duties, import levies and the like, for the provision of all labour, materials and plant, for transport, for deliveries to Site (where not specifically mentioned in the description), for assembly, installation, and commissioning, and for the temporary storage of material and all other things necessary for the completion of the Works per the Summary of Costs and Specifications to the reasonable satisfaction of the Client.
- 33.4 In the event of arithmetical errors, the following shall apply: -
- (a) if there is a discrepancy between the unit price and the line-item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line-item total shall be corrected, unless in the opinion of the Office of the Attorney General there is an obvious misplacement of the decimal point in the unit price, in which case the line-item total as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 33.5 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction shall result in the rejection of the bid.
- 33.6 Any storage costs necessary for the completion of the contract are to be borne by the successful Bidder.

34. Abnormally Low Bid

- 34.1 An Abnormally Low Bid is one where the bid price, in combination with other elements of the bid, is so abnormally low to the extent that the bid price raises material concerns with the Office of the Attorney General as to the capability of the bid to perform the contract for the offered bid price.
- 34.2 In the event of identification of a potentially Abnormally Low Bid, the Office of the Attorney General shall seek written clarification from the Bidder, including a detailed price analysis of its bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities, and any other requirements of the Bid Document.
- 34.3 After evaluation of the price analysis, in the event that the Office of the Attorney General determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered bid price, the Office of the Attorney General shall reject the bid.

35. Other Requirements

- 35.1 The Office of the Attorney General requires the submission of the following documents:
- (a) Certificate of Incorporation (and Continuance Certificate, if applicable);
 - (b) Certificate of Registration (if applicable);

- (c) Notice of Directors;
- (d) Return of Beneficial Ownership;
- (e) Company By-Laws;
- (f) Annual return for 2025/2026;
- (g) Value Added Tax Clearance Certificate (or Letter of Exemption) issued by the Board of Inland Revenue;
- (h) Income Tax Compliance Certificate (or Letter of Exemption) issued by the Board of Inland Revenue; and
- (i) National Insurance Compliance Certificate (or Letter of Exemption) issued in accordance with the National Insurance Act.

****Note:** If valid Clearance/Compliance Certificates are not available from the relevant authority by the submission deadline, evidence of applying for the new certificate must be submitted.

36. Evaluation Criteria

36.1 The Office of the Attorney General's evaluation of a bid will take into account, in addition to the bid price quoted, the following factors, using the following criteria and methodologies:

- (a) Adherence to Specification – this relates to adherence to the Scope of Works and Technical Specifications provided in the ITB (see Section 4.0 – Scope of Works and Technical Specifications and Section 8.0 – Annex 3B – Adherence to Specifications, for additional information and completion of the relevant Forms).
- (b) Implementation/Delivery Schedule – Items should be delivered to the Office of the Attorney General, AGLA Tower, Corner London and Richmond Streets, Port of Spain or as otherwise specified by the Office of the Attorney General in writing. Delivery of furniture should begin no later than the end of April 2026 or on a date to be notified in writing by the Office of the Attorney General. A GANTT chart for the works identifying the major and critical activities, milestones, and resources, showing durations and start and completion dates, and demonstrating a clear delivery and installation date for the goods, as well as the number of resources (labour) to be utilised (see Section 4.0 – Scope of Works and Technical Specifications, inclusive of Delivery Requirements and Section 8.0 – Annex 3B – Work Schedule, for additional information and completion of the relevant Forms).
- (c) Warranty and After Sales Service – see Section 4.0 - Scope of Works and Technical Specifications, item G.

37. Qualification Criteria

37.1 Evaluation of Bids shall also be carried out, using the following requirements:

- (a) Financial Capability: The Bidder shall furnish:
 - (i) Documentary evidence that it has the financial capacity to complete the project by the submission of a Banker's Letter not more than 3-months old. (see sample letter attached at Section 8.0 - Annex 3E).
- (b) General Experience:
 - (i) A Company Profile, i.e. a brief description of the Bidder's organization, including its organizational structure, is to be provided.

- (ii) The Bidder shall also provide documentary evidence of completing works of a similar nature and magnitude to this bid for at least one (1) client. The information provided on each assignment should indicate, inter alia, the nature of the contract and the contract amount. At least one (1) reference indicating names, addresses and telephone contacts, along with Client References wherein the furniture has been in use for the last five (5) years, must be provided. The Office of the Attorney General reserves the right to contact the references provided. (see Section 8.0 – Annex 3A, for additional information and completion of the relevant Forms).
- (c) Technical Capacity: The Bidder shall provide documentary evidence of:
- (i) Qualifications – designated personnel for (1) administration of contract and (2) coordination of works on site and by providing resumes of all these personnel (see Section 8.0 – Annex 3B – Project Organization and Staffing for additional information and completion of the relevant Forms).
- (ii) Quality Assurance Compliance – The Bidder shall submit quality assurance certificates (ISO or otherwise) for the goods being offered. The Bidder shall also include details of any mechanisms to allow for internal technical and quality assurance compliance (see Section 8.0 – Annex 3B – Quality Assurance Compliance for additional information and completion of the relevant Forms).
- (iii) Manufacturer’s Authorisation (see sample letter attached in Section 8.0 - Annex 3D) – If the Bidder is not a manufacturer but is offering the Goods (plant, equipment, parts) on behalf of a Manufacturer, the Bidder shall furnish documentary evidence to demonstrate that it (or a third party contracted supplier) is an authorised distributor of the Goods it offers. If the submission of the Manufacturer’s Authorisation Letter is not possible, the Bidder must provide documented and detailed evidence of its ability to meet any warranty and after-sales requirements of the manufacturer for the good it offers.

38. Evaluation Scores

38.1 Substantially responsive bids will be scored as follows:

Criteria	Maximum Score
Adherence to Specifications	20
Implementation/Delivery Schedule	10
Warranty and After Sales Service	10
Financial Capability	15
General Experience	10
Technical Capacity	15
Cost/ Price	20
TOTAL	100

38.2 Bidders must obtain a minimum total score of seventy-five (75) points and a minimum of 50% of points assigned to each category in order to be considered.

38.3 Weighting: 80% quality; 20% price.

38.4 Bidders must submit adequate documentation to support all of the above criteria.

39. Security Vetting (Due Diligence)

39.1 The Office of the Attorney General reserves the right to perform a security vetting on any Bidder (and any director/senior officer) who has made submissions in response to this ITB request.

40. Negotiation

40.1 The Office of the Attorney General reserves the right to negotiate details of the offer after the close of bids and make minor variations if necessary.

41. Notice of Award

41.1 Prior to the expiration of the bid validity period, the Office of the Attorney General shall transmit the Notice of Award to the successful Bidder who presented the submission, unless the OPR orders otherwise. The Notice of Award shall specify the sum that the Office of the Attorney General will pay the contractor in consideration of the performance of the contract.

41.2 At the same time, the Office of the Attorney General shall publish the Notice of Award which shall contain, at a minimum, the following information:

- (a) the name of the successful Bidder;
- (b) the goods and related services to be supplied;
- (c) the date of the award of contract; and
- (d) the contract price.

41.3 The Notice of Award shall be published on the Office of the Attorney General's website or any other electronic format, with free access if available.

41.4 Until a written Contract is prepared and executed, an implied contract in accordance with the terms and conditions of the successful submission enters into force when the Notice of Award is delivered to the successful Bidder.

42. Award of Contract

42.1 The Office of the Attorney General shall award a contract to the Bidder offering the Most Advantageous Bid.

43. Variation of Quantities at Time of Award

43.1 At any time during the validity of the proposal, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by the Office of the Attorney General after it has received the proposal (unless documented evidence of across-the-board market changes specific to this particular activity is provided in writing).

43.2 At the time the Contract is awarded, the Office of the Attorney General reserves the right to increase or decrease the quantity of goods and related services originally specified in the Scope of Works and Technical Specifications - 4.0, and without any increase in the unit prices or change in other terms and conditions of the bid and the Bidding Document.

44. Signing of Contract

- 44.1 Promptly upon Notification of Award, the Office of the Attorney General shall send the successful Bidder the Contract.
- 44.2 Within forty-eight (48) hours of receipt of the Contract, the successful Bidder shall sign and return it to the Office of the Attorney General.
- 44.3 The Draft Form of Contract and Conditions of Contract can be found at 6.0 and 7.0 respectively, of this ITB.

45. Cancellation of Contract

- 45.1 In the event that the awarded contract is cancelled, withdrawn, or otherwise terminated for any reason, the Office of the Attorney General reserves the right, at its sole discretion, to award the contract to the next most responsive and qualified Bidder.

3.0 **Bid Data Sheet**

The following data for the goods and services to be procured shall complement, supplement, or amend the provisions in the ITB. In the case of a conflict between the Instructions to Bidders, the BDS, and other annexures or references attached to the BDS, the provisions in the BDS shall prevail.

<u>BDS</u>	<u>Ref. to Section 2.0</u>	<u>Data</u>	<u>Specific Instructions / Requirements</u>
1)	5	Alternative Bid Submissions	Alternatives proposed that do not meet the minimum specifications shall not be considered.
2)	6	Partial Bid	Bidders are not allowed to bid partially. Partial bidding shall lead to disqualification of the bid.
3)	9	Registration on Procurement Depository	Required
4)	10	Site Visit	Not Applicable (N/A)
5)	11	Pre-Bid Conference	(N/A)
6)	26	Bid Validity Period	120 days
7)	18 (j)	Advanced Payment upon signing of contract (if required)	Note that the Office of the Attorney General can facilitate a mobilization fee of ten percent (10%) of the value of the procurement contract or alternatively, an advance payment beyond the mobilization fee in accordance with Section 36 of the Public Procurement and Disposal of Public Property (Procurement Methods and Procedures) Regulations, 2021.
			Please note however only up to 50% down payment can be invoiced upon commencement of the contract.

8)		Advance Payment Guarantee	May be required
9)	20	Currency of Bid	Trinidad and Tobago Dollars
10)	21	Type of Contract	Fixed Price
11)	16	Language of the Bid	English
12)	12	Deadline for submitting requests for clarifications/queries	Two (2) days before the submission deadline
13)	12	Contact Details for submitting clarifications/queries	Clarifications/Queries should be sent ONLY to: procurementunit@ag.gov.tt
14)	12	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Via publication on Office of the Attorney General's website
15)	23	Deadline for Submission of Bid	September 22, 2025 at 10a.m.
16)	22-23	Allowable Manner of Submitting Bids	Submission by Email
17)	22-23	Bid Submission Email Address	procurementunit@ag.gov.tt
18)	22-23	Electronic Submission Requirements	Format: Portable Document Format (PDF) files only.
			File names must be maximum 40 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.

			All files must be free of viruses and not corrupted.
			Submission must be encrypted via password.
			Max. File Size per transmission: 20MB.
			Mandatory subject of email: Bid Submission for ITB#39/2025 – [COMPANY NAME]

ADDITIONAL INFORMATION:			
20)		On-Site Working Hours	(N/A)
21)		Person to supervise the Work/Performance of the Contractor	Office of the Attorney General's Project Management team - the Bidder will be advised of the Project Team Lead upon award of contract.
22)		Office of the Attorney General will award the Contract to:	One Bidder
23)		Target Date for Award	September 2025
24)		Reporting	Status reports to be provided after award of contract to the Project Team Lead
25)		Demonstration/Testing of Goods Being Offered	The Office of the Attorney General reserves the right to request demonstrations from the Bidder or test specific items quoted to aid in the evaluation
26)		Letter of Credit	Letter of credit is required. The Office of the Attorney General may in its sole discretion accept an alternative form of security or financial guarantee that is deemed acceptable and equivalent in effect.

27)		Special Security Requirements	<p>The names and national IDs/Drivers Permit/Passport of all individuals, as well as vehicle registration numbers, must be provided at least two (2) business days prior to site access for delivery and installation. The Office of the Attorney General's Security Unit reserves the right to vet the names and national IDs/Drivers Permit/Passport of all personnel prior to site access and any part thereof.</p>
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4.0 Scope of Works and Technical Specifications

The following pertains to the Scope of Works and Technical Specifications for:

The Supply, Delivery, Assembly, Installation, and Commissioning of Furniture Required at the Office of the Attorney General and the Office of the Director of Public Prosecutions:

A. Scope of Work

The work shall include but not be limited to:

- (a) the supply, delivery, assembly, installation, and commissioning of furniture made up of the following items:
 - (i) Office or work chair;
 - (ii) Tables;
 - (iii) Desks;
 - (iv) Credenzas; and
 - (v) Filing cabinets and accessories.
- (b) Allow for the complete removal of all waste materials (paper, wrappers, debris etc.) from the building after completion of installation.
- (c) Items should be delivered to the Office of the Attorney General, AGLA Tower, Corner London and Richmond Streets, Port of Spain or as otherwise specified by the Office of the Attorney General in writing. Delivery of furniture should begin no later than the end of April 2026 or on a date to be notified in writing by the Office of the Attorney General.
- (d) Provide for any Miscellaneous items necessary to satisfactorily complete the works described to an acceptably high industry standard and all other matters for consideration during the execution of the works at the location. ***(A Breakdown of Miscellaneous costs is to be provided separately and a lump sum total for this cost is to be included in the Bidder's Summary of Cost.)***
- (e) On the completion of the contract, the contractor will provide the following:
 - (i) A soft copy guide on all operating procedures, safety precaution instructions and care and maintenance procedures for the furniture provided; and
 - (ii) All warranty documents.

B. Technical Specifications

<i>Description</i>	<i>Minimum Specifications</i>	<i>Quantity</i>
EXECUTIVE TASK CHAIRS	Upholstered seat and mesh back (All fabric) Ergonomic Pneumatic adjustable gas lift for seat height adjustment Adjustable height arm rests Hooded double wheel castors (5) Three paddle multi-function tilting 360 swivel base High back Weight capacity (lbs): 250 Dimensions: W27" x D27" x H37.5" Colour: Black	25
LAWYERS EXECUTIVE LEATHER CHAIR WITH HEADREST & BUILT IN COAT RACK	High back Chair Weight capacity (lbs): 300 Arms: Height and Width Adjustable Shape: Ergonomic, integral lumbar support Seat/Back material: Genuine leather Frame material: Metal Pneumatic seat height adjustment Seat slide mechanism – to allow cushion to travel forward and back 360 swivel Tilt tension control Tilt lock Synchro tilt to allow back to recline at 2:1 ratio to seat angle Chrome five-star base on castors to work on carpeted and/or wood floors Seat angle adjustment independent of seat tilting Back tilt and lock Optional coat hanger attachment	25
DISCUSSION TABLE WITH CHAIRS, TO COMPLEMENT EXECUTIVE DESK	40" diameter tabletop Work surface to be laminate, not melamine	10 tables 40 chairs
EXECUTIVE DESKS WITH CREDENZA	72" x 36" desk with laminate table top and modern decorative square metal legs •W: 72" x D: 36" x H: 30" •One (1) Pedestal - (2box/1file drawer), fully lockable •Side return with built in cabinet - W: 48"	25

	x D: 24" x H: 30" •Credenza - W: 72" x D: 30" x H: 36" •Colour: determined by client	
CABINET, 4 DRAWERS	6 High Lateral file cabinet 2 fixed upper shelves with flip up retractable doors 4 lateral file drawers Warranty: 1 Year on Faulty Workmanship & 8 Years Manufacturer's Warranty	10

C. Delivery Requirements

Items should be delivered to the Office of the Attorney General, AGLA Tower, Corner London and Richmond Streets, Port of Spain or as otherwise specified by the Office of the Attorney General in writing. Delivery of furniture should begin no later than the end of April 2026 or on a date to be notified in writing by the Office of the Attorney General.

D. Notes

- (1) Where applicable, the Office of the Attorney General will advise on the required quantity of right-handed and left-handed desks after the award of contract.
- (2) Where applicable, demonstrations of any operating procedures are required for the furniture supplied.

E. General Requirements

(1) Restoration of work site

- i. The contractor is responsible for protecting the work of other trades from any damage caused by his own work.
- ii. Upon completion of the works the contractor shall make a thorough inspection of all furniture installed, and remove any leftover packaging, waste material, debris, etc.

(2) Health and safety

- i. All works and services must fully comply with the Occupational Safety and Health (OSH) Act Chap 88:08 of Trinidad and Tobago and related subsidiary and other legislation.
- ii. The contractor shall ensure that all operations associated with these services do not negatively affect the health and safety of staff of the Office of the Attorney General, the public, and other key stakeholders.

- iii. The contractor shall maintain onsite records of all approved risk assessments, material safety data sheets (where applicable), and other pertinent safety records for internal and external auditing purposes.

(3) Insurances

The contractor shall ensure that the bid caters for all the necessary insurances to fully cover the full Scope of Works.

(4) Additional Requirements

The contractor is responsible for the cost of all communication with all stakeholders required for the execution of the works and for the cost for all transportation of goods, materials, tools, equipment, and personnel.

F. Installation Requirements

- 1) After award of contract, the contractor must produce an Installation Plan in accordance with the Office of the Attorney General's requirements. The contractor's personnel shall be qualified to accomplish all work promptly and satisfactorily.
- 2) The Office of the Attorney General shall be advised in writing of all designated service and support personnel responsible for installation as well as pre and post warranty service.
- 3) Any conflicts arising between the items stated will be resolved at the discretion of the Office of the Attorney General.

G. Warranties and After Sales Requirements

Bidders must provide the applicable Manufacturers' warranty and state any associated conditions for the furniture items offered. No less than one (1) year's warranty must be provided for all items including repairs or replacement of such defects within the warranty period. Temporary replacements should be provided when items are under repair due to a manufacturer's defect.

H. Submission Requirements

The Bidder must complete and submit the following technical and financial forms, as well as the Declaration, Confidentiality and Code of Conduct Forms, which shall form part of its contract upon engagement:

- See Section 8: Returnable Bid Forms (where applicable)

Financial:

- Summary of Cost (Annex 1); and
- Form of Bid (Annex 2)

Technical

- Technical Bid (Annex 3):
 - A) – Bidder Profile;
 - B) – Description of the Approach, Work Schedule, Project Plan;
 - C) – Bidder’s Statutory Compliance and Capacity to Contract;
 - D) – Manufacturer’s Authorization (sample);
 - E) – Banker’s Letter (sample);
 - F) – Declaration Form; and
 - G) – Code of Conduct (Contractor) Commitment Form.

5.0 Checklist of Documents to Accompany the Bid

- | | |
|---|--------------------------|
| 1. Summary of Cost | <input type="checkbox"/> |
| 2. Form of Bid | <input type="checkbox"/> |
| 3. Bidder Profile | <input type="checkbox"/> |
| 4. Reference | <input type="checkbox"/> |
| 5. Evidence of work of a similar nature | <input type="checkbox"/> |
| 6. Annual return for 2025/2026 | <input type="checkbox"/> |
| 7. Approach, Work Schedule and Project Plan | <input type="checkbox"/> |
| 8. Certification of Incorporation (and Continuance, if applicable) / Registration | <input type="checkbox"/> |
| 9. Notice of Directors | <input type="checkbox"/> |
| 10. Return of Beneficial Ownership | <input type="checkbox"/> |
| 11. Company By-Laws | <input type="checkbox"/> |
| 12. Valid Income Tax Clearance Certificate or Letter of Exemption | <input type="checkbox"/> |
| 13. Valid Value Added Tax Clearance Certificate or Letter of Exemption | <input type="checkbox"/> |
| 14. Valid National Insurance Board Compliance Certificate or Letter of Exemption | <input type="checkbox"/> |
| 15. Manufacturer's Authorisation Letter (see sample letter attached) | <input type="checkbox"/> |
| 16. Banker's Letter - not more than 3-months old (see sample letter attached) | <input type="checkbox"/> |
| 17. Declaration Form | <input type="checkbox"/> |
| 18. Code of Conduct (Contractor) Commitment Form | <input type="checkbox"/> |

Note: The Bidder must fill in the appropriate information in the enclosed forms and submit these forms with the bid. In addition, the Bidder may include any other form(s), which in his opinion will assist in presenting, clearly and concisely, pertinent information relevant to the goods and related services. **Failure to submit these forms, completed as instructed in the ITB, may result in the Bidder's submission not being considered, or not achieving maximum scores during the evaluation of bids.**

6.0 Draft Form of Contract

REPUBLIC OF TRINIDAD AND TOBAGO

THIS CONTRACT made this.....day of.....in the year of Two Thousand and Twenty-Five between the Permanent Secretary (Ag.) Indira Rampaul-Cheddie, Office of the Attorney General, acting herein for and on behalf of the Government of the Republic of Trinidad and Tobago, which expression shall mean and include the person or persons for the time being carrying on the duties of Permanent Secretary in the said Office of the Attorney General having its registered address situate at AGLA Tower, Government Campus Plaza, Corner London and Richmond Streets, Port of Spain (hereinafter called “**the Client**”) of the One Part and (**name of contractor**) having its registered office situate at (**address**) (hereinafter called “**the Contractor**”) of the Other Part.

WHEREAS the Client is desirous that the Contractor execute “**The Supply, Delivery, Assembly, Installation, and Commissioning of Furniture required at the AGLA TOWER, Government Campus Plaza, Corner London and Richmond Streets, Port of Spain of the Office of the Attorney General**”, hereafter referred to as “the goods and services” and has accepted a Bid by the Contractor for the execution and completion of such goods and services.

AND WHEREAS the Contractor was invited to bid for the performance and completion of the goods and services by invitation to bid dated the day of2025.

AND WHEREAS the Contractor offered to execute the goods and services as and for the total price ofDOLLARS (\$XXXX) (inclusive of Value Added Tax) as evidenced by its bid dated the day of.....2025.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract:
 - (1) *The Invitation to Bid;*
 - (2) *The Instructions to Bidders;*
 - (3) *Bid Data Sheet;*
 - (4) *The Conditions of Contract;*
 - (5) *The Scope of Works and Technical Specifications;*
 - (6) *The Addenda, if issued; and*
 - (7) *The Notice of Award of Contract.*
3. In consideration of the payments to be made by the Client to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Client to execute, complete and maintain the goods and services in conformity in all respects with the provisions of the Contract. It is agreed that the goods and services to be performed under this Contract shall be commenced on..... and shall be completed on.....duly maintaining a reasonable rate of progress. The Client hereby covenants to pay the Contractor in consideration of the satisfactory execution, completion and maintenance services, based on unit prices as stated in the bid herein enclosed, all as provided in the said Bid and other Contract Documents the sum ofTrinidad and Tobago Dollars (\$XXX) in the manner prescribed by the Contract.
4. The Contractor for itself and its assigns and the Client (but not so as to impose any personal liability on the Permanent Secretary, Office of the Attorney General) mutually covenant that they will respectively perform and observe the several provisions of the Contract to be performed and observed by them respectively under this Contract.

IN WITNESS WHEREOF the Parties have caused this Contract to be executed in **duplicate** as of the _____ day of _____, 2025.

SIGNED BY INDIRA RAMPAUL-CHEDDIE

Permanent Secretary (Ag.) of the Office of the Attorney General
for and on behalf of the Government of
Trinidad and Tobago in the presence of:

}

Signature of Witness: _____

Name of Witness: _____

Address of Witness: _____

Occupation of Witness: _____

SIGNED BY [Name]

[Position]

for and on behalf of **(name of contractor)** Limited
in the presence of:

}

Signature of Witness: _____

Name of Witness: _____

Address of Witness: _____

Occupation of Witness: _____

7.0 Draft General Terms and Conditions of Contract

DRAFT CONTRACT FOR THE PROVISION OF GOODS AND SERVICES

- 1. LEGAL STATUS OF THE PARTIES:** The Permanent Secretary of the Office of the Attorney General and the Contractor shall also each be referred to as a “Party” hereunder, and:
 - 1.1 The Permanent Secretary of the Office of the Attorney General with its registered office situate at AGLA Tower, Government Campus Plaza, Corner London and Richmond Streets, Port of Spain is acting herein for and on behalf of the Government of Trinidad and Tobago. The Permanent Secretary shall mean and include the person or persons for the time being carrying on the duties of Permanent Secretary of the said Office of the Attorney General.
 - 1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* the Office of the Attorney General, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
 - 1.3 By an Invitation to Bid dated [] pursuant to the Public Procurement and Disposal of Public Property Act, 2015 as amended and its associated regulations, the Client invited suitable contractors to submit quotations for **The Supply, Delivery, Assembly, Installation, and Commissioning of Furniture required at the AGLA TOWER, Government Campus Plaza, Corner London and Richmond Streets, Port of Spain** according to Scope of Works and Technical Specifications prepared by the Client (hereinafter called “**the Goods and Services**”).
 - 1.4 On [date], the Contractor submitted its Quotation for the provision of the Goods and Services.

1.5 By Letter of Award dated [], the Client awarded the Contract for the provision of the Goods and Services to the Contractor at the total cost of [XXXXXX].

1.6 Pursuant to the Scope of Works and Technical Specifications, Quotation, and the Letter of Award, the Contractor has represented that it has the necessary professional and technical qualifications, competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and personnel to provide the Goods and Services in the manner hereinafter appearing.

2. DEFINITIONS & INTERPRETATIONS

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

- (i) **“Business Day”** means a day other than a Saturday, Sunday, statutory or public holiday observed in the Republic of Trinidad and Tobago and any day that the Client is closed for business.
- (ii) **“Calendar Day”** means each day shown on the calendar beginning at 12:00 midnight, including Saturdays, Sundays and statutory or public holidays.
- (iii) **“Confidential Information”** means all information and data received under or by virtue of this Contract including, without limitation, all business, planning, performance, financial, product, trade secret, technical, sales, marketing, infrastructure, security, contractual, employee information and data of the Contractor and the Client but shall not apply to information and data that—
 - a) is publicly available or becomes publicly available otherwise than through an act or omission of that Party; or
 - b) a Party is required to disclose by order of a court of competent jurisdiction.
- (iv) **“Cure Period”** means the period commencing on the date that the defaulting Party receives written Notice of breach or default hereunder from the non-defaulting Party and continuing for a period of either **sixty (60) business days** or such longer time as the Parties shall agree.
- (v) **“Delivery Location”** means the Office of the Attorney General, AGLA Tower, Corner of London and Richmond Streets, Port of Spain or as otherwise specified by the Office of the Attorney General in writing.

- (vi) **“Effective Date”** means the date on which the Contract becomes legally binding on the Parties and the terms outlined in the Contract begin to apply set out at the head of the Agreement.
- (vii) **“Notice”** means notice complying with the terms of Clause 38 hereof.
- (viii) **“Personnel”** means persons hired by the Contractor or the Client or any Subcontractor of the Contractor as employees, servants and/or agents who are assigned to execute or assist in the performance of the Services or any part thereof.
- (ix) **“Premises”** or **“Premises of the Client”** mean(s) the office space located at the AGLA Tower, Government Campus Plaza, Corner London and Richmond Streets, Port of Spain, or as otherwise specified by the Office of the Attorney General in writing.
- (x) **“Subcontractor”** means any natural person, private entity, or a combination of the above, including its legal successors or permitted assigns to whom any part of the Services to be performed or execution of any part thereof is subcontracted or assigned by the Contractor in accordance with Clause 24.
- (xi) **“Terms and Conditions”** means the provisions set out below which shall be incorporated into this Contract in their entirety.

2.2 Reference to any statute or statutory provisions shall be deemed to include any statutory modifications or re-enactments thereof or any rules or regulations made thereunder or any enactment repealing and replacing the Act referred to.

2.3 Unless the context otherwise requires, words importing the singular shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and vice versa. References to persons shall include bodies of persons whether corporate or incorporate.

2.4 Headings are inserted for convenience only and shall not affect the construction or interpretation of these Conditions.

3. **ENGAGEMENT**

3.1 The Client hereby engages the Contractor and the Contractor hereby agrees to provide the Goods and Services in accordance with the terms and conditions of this Contract and the following annexed documents:

- (i) the Scope of Works and Technical Specifications dated [] which is hereto annexed and marked “**Appendix A**”;
- (ii) the Quotation of the Contractor dated [] which is hereto annexed and marked “**Appendix B**”; and
- (iii) the Letter of Award dated [] which is hereto annexed and marked “**Appendix C**”.

3.2 The documents listed in Clause 3.1 shall be collectively referred to as “**the Contract Documents**” and shall be deemed to be incorporated into and form part of this Contract and shall be read and construed together as one contract.

4. **SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS**

The Contractor agrees to provide the Goods and Services in the manner and form detailed in the Contract Documents.

5. **COMMENCEMENT DATE**

The commencement date for the provision of the Goods and Services shall be the Effective Date of the Contract.

6. **COMPLETION DATE**

The Contractor shall complete the delivery of the Goods and Services specified in this Contract by [Date] (hereinafter called “**the Completion Date**”). Time is of the essence in the performance of this Contract.

7. **TOTAL CONTRACT SUM**

7.1 In consideration of the due supply and delivery of the Goods and Services to the Client by the Contractor hereinbefore specified, the Client shall pay to the Contractor the total sum of **XXXXXXXX TRINIDAD AND TOBAGO DOLLARS (TT\$ XXX,XXX.XX)** VAT inclusive (hereinafter referred to as “**the Total Contract Sum**”).

7.2 The Total Contract Sum includes the delivery of the Goods and Services as detailed in the Contract Documents.

7.3 The Client shall pay the Total Contract Sum upon the provision of an invoice from the Contractor which shall then become due and payable within **thirty (30) business days** of the receipt thereof subject to the approval of the Client and Clause 27.2.1(i) of this Contract.

7.4 The remuneration of the Contractor under this Clause shall constitute the Contractor's sole remuneration in connection with this Contract and the provision of the Goods and Services.

8. **DELIVERY AND PACKAGING**

8.1 The Contractor shall package and deliver the Goods to the Delivery Location according to the Contract Documents.

8.2 The Contractor shall arrange, at its own expense, the transportation of the Goods from the place where the Goods are situated to the Delivery Location in accordance with the Contract Documents, time being of the essence. The Contractor undertakes to submit full particulars of the proposed transportation arrangements of the Goods to the Client in advance of the commencement of transport, and not to commence transportation until the Client has approved the said arrangements in writing. The Client's approval of the said arrangements shall not be unreasonably withheld.

8.3 The Contractor shall provide the Client with the following information no later than **seven (7) Business Days** prior to the delivery of the Goods:

- (i) copies of the Contractor's invoice describing the Goods, the quantity and price as agreed;
- (ii) a delivery note;
- (iii) the expected date of delivery; and
- (iv) the Contractor's warranty certificate on the Goods according to the Contract Documents.

8.4 The documents at Clause 8.3 (i) to (iv) must be received by the Client before the arrival of the Goods. The Contractor shall be liable for any consequential expenses incurred by the Client as a result of its failure to submit the required documents within the specified time frame.

8.5 The Contractor shall provide such packaging of the Goods in accordance with the Contract Documents as is required to prevent its damage or deterioration during transit to the Delivery Location. The packaging shall be sufficient to withstand, without limitation, rough handling and exposure to extreme tem-

perature, salt, precipitation and open storage during transit with consideration for the type of Goods and transportation mode. The choice of packaging case, size and weights shall take into consideration the final destination of the Goods and the absence of heavy handling facilities at all points in transit. The Contractor agrees to use reasonable endeavours to use sustainably sourced packaging materials.

8.6 All manuals, instructions, displays and any other information relevant to the Goods shall be in Standard English.

8.7 Packaging, marking and documentation shall comply with any requirements or instructions provided by the Client.

9. TRANSPORTATION AND FREIGHT

9.1 The Contractor shall ensure that the Client receives all necessary customs documents in a timely manner so as to provide the Contractor with necessary customs declaration documents to enable the Client to take delivery of the Goods in accordance with the requirements of the Contract.

10. INSPECTION AND ACCEPTANCE

10.1 The duly authorized representative(s) of the Client reserve(s) the right to inspect and/or test the Goods upon delivery at no extra cost to the Client.

10.2 The Client shall have the right to inspect and where necessary reject the Goods after the arrival of the Goods at the Delivery Location. This right of the Client shall in no way be limited or waived by reason of the Goods having previously been inspected and passed by the Client prior to the Goods' arrival at the Delivery Location.

10.3 Should any inspected Goods fail to conform to the Scope of Works and Technical Specifications, the Client may reject the Goods.

10.4 Should any inspected Goods fail to conform to the Scope of Works and Technical Specifications, the Contractor shall:

- (1) either provide a full refund upon the return of the Goods, or a partial refund upon a return of a portion of the Goods by the Client; or
- (2) replace the rejected Goods with goods of equal or better quality within a timely manner; and

(3) pay all costs relating to the return of the defective Goods and for the delivery of any replacement Goods to the Client.

10.5 The title and risk in the Goods shall remain with the Contractor until the Goods are delivered, installed, and commissioned in accordance with the terms of the Contract and are accepted by the Client.

10.6 Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.

10.7 Under no circumstances shall the Client be required to accept any Goods that do not conform to the specifications or requirements of the Contract.

10.8 In the event that the Client elects to return any of the Goods for the reasons specified in this Clause, the Client may procure the Goods from another source. In addition to any other rights or remedies available to the Client under the Contract, including but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, inter alia, the costs of engaging in such procurement, and the Client shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the Goods for the Contractor's account.

11. PUBLICITY, AND USE OF THE NAME, EMBLEM OF THE CLIENT

11.1 The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with the Client, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the Client, or any abbreviation of the name of the Client in connection with its business or otherwise without the written permission of the Client.

12. CONTRACTOR'S WARRANTIES, DUTIES AND OBLIGATIONS

12.1 During the term of the Contract, the Contractor's duties and obligations shall be to:

- (i) meet, and time is of the essence, any performance dates specified by the Client;
- (ii) provide the Goods and Services with the highest level of care, skill and diligence in accordance with best practice in the Contractor's industry, profession or trade;

- (iii) ensure that the Goods, including all packaging and packing thereof, conform to the Contract Documents, are fit for the purposes for which such goods are ordinarily used according to the Sale of Goods Act Chap. 82:30 and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults, and defects in design, material, manufacturing, and workmanship;
- (iv) provide the Client with the benefit of all manufacturer's warranties if the Contractor is not the original manufacturer of the Goods in addition to any other warranties required to be provided under the Contract;
- (v) ensure that the Goods are of the quality, quantity and description required by the Contract;
- (vi) ensure that the Goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;
- (vii) ensure that the Goods are new and unused;
- (viii) ensure that all warranties will remain fully valid following any delivery, installation and acceptance of the Goods and Services by the Client in accordance with the Contract;
- (ix) during any period in which the Contractor's warranties are effective, upon notice by the Client that the Goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace any defective Goods with goods of the same or better quality, at its own expense, remove defective Goods and fully reimburse the Client for the purchase price paid for the defective Goods;
- (x) remain responsive to the needs of the Client for any services that may be required in connection with any of the Contractor's warranties under the Contract;
- (xi) provide the Goods and Services utilizing all possible safeguards, precautions and protective measures to prevent exposure of any individuals to mould particulates;
- (xii) co-operate with the Client in all matters relating to the Goods and Services, and comply with all instructions of the Client through its Authorized Representative or Named Procurement Officer;
- (xiii) only use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Contractor's obligations are fulfilled;
- (xiv) ensure that all its personnel cooperate in absolute good faith with the Client;

- (xv) take any necessary corrective action regarding its personnel to ensure that the obligations in this Contract are fulfilled;
- (xvi) not engage, either directly or indirectly, in any business or professional activities in the Republic of Trinidad and Tobago which would conflict with the obligations under this Contract;
- (xvii) obtain and maintain during the term of this Contract, all necessary licences, permits and consents and comply with and adhere to the laws of the Republic of Trinidad and Tobago in relation to the Goods;
- (xviii) provide all supplies, equipment, tools, vehicles and other items required to provide the Goods and Services as per the Contract Documents;
- (xix) comply with all applicable laws, statutes, regulations and codes from time to time in force;
- (xx) not do or omit to do anything which may cause the Client to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business; and
- (xxi) notify the Client in writing before the occurrence of a merger, amalgamation, or a change of control in the ownership or management of the Contractor.

12.2 In the delivery of the Goods and Services, the Contractor shall be responsible for the professional conduct of its personnel and shall, except in relation to activities contrary to the Laws of the Republic of Trinidad and Tobago, have full authority and responsibility to take any necessary corrective action.

12.3 The Contractor further represents and warrants to the Client as follows that:

- (i) the Contractor, its directors, officers, employees and agents will continue to comply with Sections 29 and 59(2) of the Public Procurement and Disposal of Public Property Act, 2015 (as amended) during the term of this Contract;
- (ii) the Goods will be of good merchantable quality which are fit for purpose;
- (iii) it will package and deliver the same according to the Scope of Works and Technical Specifications;
- (iv) there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the Goods to which the Contract relates;

- (v) it has not colluded with any third-party regarding the fees to be charged hereunder, methods, factors or formulas used to calculate prices, or the particulars of the Goods to which the Contract relates;
- (vi) it is not a party to, and is not bound or affected by or subject to, any instrument, agreement, charter or by-law provision, law, rule, regulation, judgement or order which would be contravened or breached as a result of the execution of the Contract by the Contractor;
- (vii) it is not the subject of any pending or ongoing litigation, including claims subject to arbitration, arising from a relationship similar to the relationship contemplated by the Contract; and
- (viii) it has not violated and will not violate any other applicable guidelines for business conduct regarding the offer of inducements to the Client's employees or agents of which the Client informs the Contractor prior to Contract execution.

12.4 The provisions in Clause 12 shall survive any delivery, inspection, acceptance, payment or performance pursuant to the Contract and shall extend to any replacement, repair, substitute or remedial equipment provided by the Contractor.

13. **CLIENT'S DUTIES AND OBLIGATIONS**

13.1 During the term of the Contract, the Client's duties and obligations shall be to:

- (i) make payments to the Contractor in accordance with the terms and conditions set forth in this Contract for the provision of the Goods and Services;
- (ii) provide access to the premises for the provision of the Goods and Services in accordance with the Contract Documents;
- (iii) co-operate in absolute good faith with the Contractor and shall not prevent or obstruct the proper performance of the Contractor in the execution of its duties or the provision of the Goods hereunder;
- (iv) provide all documents that are reasonably required by the Contractor to provide the Goods and Services without delay; and
- (v) reply within a reasonable time to all requests made by the Contractor.

14. **MUTUAL WARRANTIES**

14.1 Each of the Parties warrants that:

- (i) it has the power to enter into the Contract and has obtained all necessary approvals to do so;
- (ii) the execution, delivery and performance of the Contract does not violate the organization documents of that Party or any other material agreement to which the Party is a signatory or by which it is bound; and
- (iii) the Contract constitutes a legal, valid and binding obligation on the Parties, enforceable against them on the basis of its terms and conditions.

15. **PROTECTION OF THE PERMANENT SECRETARY**

15.1 The Contractor for itself and its assigns and the Client (but not so as to impose any personal liability on the Permanent Secretary, Office of the Attorney General) mutually covenant that they will respectively perform and observe the several terms and conditions hereunder.

15.2 The Permanent Secretary in the Office of the Attorney General shall not in any way be held personally liable for anything arising out of the Contract.

16. **INSURANCE**

16.1 The Contractor shall insure the transportation of the Goods on all-risk terms, at its own expense, for the entire period during which, by reason of this Contract, the Goods are at the Contractor's risk, with a reputable insurance company (hereinafter called "**the Insurance Policy**").

16.2 The Contractor shall submit the Insurance Policy for approval by the Client in advance of the conclusion of the contract of insurance. The said approval shall be a condition precedent of the Client's obligation to pay the Total Contract Sum. The Contractor hereby declares and constitutes itself trustee for the Client of all sums due under the Insurance Policy and of any claim against the insurer, and undertakes to take all measures necessary for the said trust to be effectuated.

17. RISK OF LOSS AND LIMITATION OF LIABILITY

17.1 Risk of Loss or Theft

In the event that the Goods are lost, stolen, damaged, or destroyed whilst on the premises of the Contractor or whilst in transit up until the time of delivery at the Delivery Location, the Contractor shall be responsible for supplying replacement Goods according to the specifications contained in these Contract Documents at its own cost. The liability of the Contractor for any loss, theft, damage, or destruction is limited to the undertaking given in this Clause 18 whether such event is caused by the negligence, dishonesty, or default of the Contractor or its employees or otherwise. For the avoidance of doubt, ownership of the Goods does not pass until assembly, installation, and commissioning has been completed.

18. INDEPENDENT CONTRACTOR

18.1 The Contractor is retained as an independent contractor and nothing contained herein will be construed to imply or create a joint venture, principal and agent or employer and employee relationship between the Parties.

18.2 The Contractor has no authority to represent the Client or hold out itself as representing the Client regarding any matters.

18.3 The opinions and recommendations of the Contractor obligate neither the Client nor its representative who reserve the right to put forward observations or exceptions as they are deemed appropriate.

19. CONDUCT OF PERSONNEL

19.1 The Contractor shall be responsible for the behaviour of all its personnel while on the premises of the Client and shall ensure that:

- (i) all personnel are suitably qualified, adequately trained and capable of providing the applicable Services in respect of which they are engaged;
- (ii) only those people who are authorised by the Contractor are involved in providing the Services; and
- (iii) all personnel comply with the policies of the Client.

- 19.2 The Client may refuse to grant access to, and or may remove, any of the Contractor's personnel who fail to comply with the policies of the Client, present a security threat, or act in a manner deemed by the Client to be detrimental, abusive or offensive to any member of its staff. The Client reserves the right to request the suspension of any such personnel from further work on the premises.
- 19.3 The Contractor shall replace any of its personnel whom the Client reasonably determines has failed to perform their duties with reasonable skill and care. Following the removal of any of its personnel, the Contractor shall ensure that such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.
- 19.4 The Contractor shall maintain up-to-date records on its personnel engaged in the provision of the Services and shall provide that information to the Client upon written request. The Contractor shall ensure that its personnel cannot be individually identified from the information so provided.
- 19.5 The Contractor shall use its reasonable endeavours to ensure continuity of personnel and that the turnover rate of its staff engaged in the provision of the Services is at least as good as the prevailing industry norm for similar services, locations and environments.

20. **AUTHORIZED REPRESENTATIVES**

- 20.1 The Client shall designate a qualified person by Notice as the "Client Representative" who shall be the key point of contact for the Contractor during the term of the Contract. The Client agrees not to change its Client Representative without giving reasonable written Notice to the Contractor.
- 20.2 The Contractor's representative for any action required or permitted to be taken or any document required or permitted to be executed under the Contract is the Contractor's named representative in Clause 38, or such person as may be designated by the Contractor from time to time who must be approved by the Office of the Attorney General. The Contractor agrees not to change its representative without giving reasonable written Notice to the Client.

21. **LIABILITY**

- 21.1 The Contractor shall be liable to the Client for the provision of the Services in accordance with the terms and conditions of this Contract and for any loss suffered by the Client as a result of the negligence, default,

omission, recklessness and/or any breach of this Contract by the Contractor subject to the following limitations:

- (i) the Contractor shall not be liable for any damages or injury caused by or arising out of negligent acts, default or omission of any persons other than the Contractor or its personnel; and
- (ii) the Contractor shall not be liable for loss or damage caused by or arising out of Force Majeure as described in Clause 25.1.

21.2 The Contractor hereby acknowledges and agrees that the Client shall have no liability whatsoever in contract, tort (including negligence) or otherwise for any loss of goodwill, business, revenue or profits, anticipated savings or wasted expenditure (whether reasonably foreseeable or not) or indirect or consequential loss suffered by the Contractor or any third party in relation to this Contract and this clause shall have effect subject to any limitation imposed by any applicable law.

22. INDEMNIFICATION

22.1 The Contractor shall defend, indemnify, protect, save and hold harmless the Client and its personnel from and against any and all suits, claims, demands and damages of whatsoever kind or nature for loss, injury, damage or liability caused to any person as a result of or in connection with or arising out of any negligent act, default, error, omission or recklessness of the Contractor, employees or agents in the provision of the Goods and Services under the Contract or for any breach of contract by the Contractor, employees or agents, including but not limited to expenditure for and costs of investigations, hiring of experts, witnesses, court costs, Attorneys' settlements, judgments or otherwise or breaches in respect of any matter arising from the supply of the Goods and Services resulting in any successful claim by any third-party whatsoever.

23. LIMITATION ON ACTIONS

23.1 Except with respect to any indemnification in Clause 22, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Clause 34 below, arising out of the Contract must be commenced within four (4) years after the cause of action has accrued.

23.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known

all of the essential elements of the cause of action, or in the case of a breach of warranty, when delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

24. **ASSIGNMENT AND SUBCONTRACTING**

24.1 Neither Party shall assign, subcontract or otherwise transfer the Contract or any of its rights or obligations hereunder whether in whole or in part without the prior written consent of the other Party, which said consent shall not be unreasonably withheld.

24.2 Any attempt to assign or subcontract the Contract without such written consent referred to in Clause 24.1 shall be void and of no effect. Notwithstanding the foregoing, the Contractor shall be permitted to assign the Contract to any successor in title or the entity into which the business or assets of the Contractor to which the Contract relates may be merged, acquired, consolidated or recognized or any entity which may purchase all or substantially all of such business assets. The Contract shall be binding upon and shall enure to the benefit of the Parties hereto and their respective successors and permitted assigns.

25. **FORCE MAJEURE**

25.1 In the event of any act of God including but not limited to fire, flood, earthquake, windstorm or other natural disaster, imposition of government sanction embargo or similar action, law, judgment, order, decree, embargo, blockade, labour dispute including strike, lock out or boycott, enemy action, hostilities, riot, civil commotion, insurrection, global pandemic or any other circumstances (whether or not of a similar nature to the foregoing) over which the Parties have no control and which cause the interruption of or substantial interference in the ability of the Parties to perform their respective duties under this Contract (Force Majeure), the affected Party shall notify the other Party of such event as soon as possible, and in any event not later than **fourteen (14) business days** following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give Notice of the restoration of normal conditions as soon as possible.

25.2 A Party affected by the occurrence of a Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations with a minimum of delay.

25.3 If, as a result of the Force Majeure, the Contractor is unable to perform a material portion of the Services, either Party may serve upon the other **thirty (30) calendar days'** Notice of Termination in writing and the Contract shall terminate in accordance with such Notice.

26. **CONFIDENTIALITY**

26.1 The Contractor agrees and undertakes that it shall at all times keep any Confidential Information that it has acquired in consequence of the negotiation of this Contract or the performance of the Services thereof and shall take such security and other precautions as are necessary to prevent the unauthorized use and inadvertent disclosure of the Confidential Information and agrees not to publish, disclose, give, transmit, or otherwise make available any such information in whole or in part, except as otherwise provided by this Contract or as consented to in writing by the Client.

26.2 The restriction at Clause 26.1 above shall survive the termination or expiration of this Contract and continue without any time limit but shall cease to apply to such information or knowledge which has in its entirety become public knowledge otherwise than through any unauthorized disclosure or other breach on the part of the Contractor.

26.3 The Contractor shall inform its officers, employees and agents of the Contractor's obligations under the provisions of this Clause 26 and ensure that the Contractor's officers, employees and agents meet the obligations.

27. **TERMINATION**

27.1 **Termination by The Client**

27.1.1 The Client may at any time terminate the Contract by giving to the Contractor **thirty (30) calendar days'** written Notice of Termination, such Notice to be given after the occurrence of any of the events specified in sub-clauses (i) through (vii) hereof:

- (i) if the Contractor fails to remedy a failure or breach in the performance of its obligations hereunder;
- (ii) if the Contractor becomes insolvent or bankrupt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

- (iii) if the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 34.3 hereof;
- (iv) if the Contractor submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Contractor knows to be false;
- (v) if, as a result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than **thirty (30) calendar days**;
- (vi) if the Contractor is found to be in material breach of the ethical duties and obligations prescribed by the Public Procurement Disposal of Public Property Act, 2015 (as amended), its associated Regulations or the Guidelines established by the Office of Procurement Regulation; or
- (vii) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate the Contract.

27.2 Termination by the Contractor

27.2.1 The Contractor may at any time terminate this Contract by giving to the Client **thirty (30) calendar days'** written Notice of Termination, such Notice to be given after the occurrence of any of the events specified in sub-clauses (i) through (iv) hereof:

- (i) if the Client fails to make any payment due under Clause 7 of this Contract, the Client shall be entitled to a Cure Period which shall commence on the date that the Client received Notice from the Contractor requesting payment for the outstanding amount owed. If the outstanding amount remains unpaid by the end of the Cure Period, the Contractor shall have the right to terminate this Contract upon the provision of **thirty (30) calendar days'** written Notice;
- (ii) if the Client is in material breach of non-pecuniary obligations pursuant to this Contract and has not remedied same after having received **thirty (30) business days'** written Notice from the Contractor specifying the breach, the Parties may negotiate for an extended period of time within which to remedy the default. If the material breach continues thereafter, the Contractor shall have the right to terminate this Contract upon the provision of **thirty (30) calendar days'** written Notice;
- (iii) if, as a result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than **thirty (30) calendar days**; or

- (iv) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 34.3 hereof.

27.3 Upon termination of the Contract under Clauses 27.1.1 or 27.2.1 hereof, and subject to the obligation of the Contractor to reduce expenditure to a minimum as contained in Clause 27.2, the Contractor shall be entitled to receive the remuneration due up to the effective date of termination which is directly attributed to the completed portion of the Services obligated by the Contract.

27.4 Except as otherwise provided in this Contract, termination will be effective as of the date specified in the Notice of Termination.

28. **CESSATION**

28.1 Upon termination of the Contract pursuant to Clause 27 or upon completion of the Contract pursuant to Clause 6 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) the obligation of confidentiality set forth in Clause 26; and
- (iii) any right that a Party may have under the Laws of the Republic of Trinidad and Tobago.

28.2 Upon termination of the Contract by Notice of either Party to the other pursuant to Clauses 27.1.1 or 27.2.1 hereof, the Contractor shall immediately upon dispatch or receipt of such Notice take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditure for this purpose to a minimum.

29. **SEVERABILITY**

29.1 In the event that any one or more of the provisions contained in this Contract are deemed to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, provided that the remaining provisions are enforceable and the invalid, illegal or unenforceable provision or provisions are not fundamental to this Contract.

30. **VARIATION OF CONTRACT**

- 30.1 The Contractor and the Client shall not be bound by any variation to the terms and conditions of this Contract except as agreed by both Parties in writing and signed by the authorized representatives of the Parties.

31. **REPORT**

- 31.1 The Contractor shall submit to the Client any reports that may be reasonably requested in connection with the progress of the provision of the Goods and Services and/or on special problems.

32. **FAIRNESS AND GOOD FAITH**

- 32.1 The Parties undertake to act in good faith with respect to each other's rights under the Contract and to adopt all reasonable measures to ensure the realization of the objectives of the Contract.
- 32.2 The Parties recognize that it is impractical to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that the Contract shall operate fairly as between them and without detriment to the interest of either of them.

33. **NON-EXCLUSIVITY**

Unless otherwise specified in the Contract, the Client shall have no obligation to purchase any minimum quantities of Goods or Services from the Contractor, and the Client shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

34. **SETTLEMENT OF DISPUTES**

34.1 **Amicable Settlement**

The Parties shall use their best efforts to settle amicably through negotiation all disputes arising out of or in connection with the Contract or the interpretation thereof.

34.2 **Right to Mediation**

Any dispute between the Parties as to matters arising from the Contract or the alleged breach or interpretation thereof which has not been settled through negotiation shall be mediated by a mediator mutually agreed upon by and between the Parties in accordance with the provisions of the Mediation

Act Ch. 5:32 of the Republic of Trinidad and Tobago, or any statutory modification(s) thereof for the time being in force. The Parties agree to split equally the costs of the agreed mediator. The mediation shall take place within **thirty (30) calendar days** after the receipt by one Party of the other Party's request for such mediation.

34.3 **Right to Arbitration**

Any dispute between the Parties as to matters arising from the Contract or the alleged breach or interpretation thereof which cannot be settled amicably through negotiation or mediation pursuant to Clauses 34.1 and 34.2 respectively may be submitted by either Party to arbitration by an arbitrator mutually agreed upon by and between the Parties in accordance with the provisions of the Arbitration Act No. 11 of 2023 of the Republic of Trinidad and Tobago, or any statutory modification(s) thereof for the time being in force. The place of arbitration shall be Trinidad and Tobago. The Parties agree to split equally the costs of the agreed arbitrator. The arbitration shall take place within **thirty (30) business days** after the receipt by one Party of the other Party's request for such arbitration.

35. **EXTENSION OF TIME**

35.1 The Parties shall be entitled to request an extension of time for the completion of the Contract in the following circumstances:

- (i) by the mutual agreement of the Parties in writing;
- (ii) by any period of time that the Goods or Services have been delayed as a result of Force Majeure pursuant to Clause 25;
- (iii) by any period of time that the Goods or Services are delayed as a result of delays on the part of the Client or the Contractor; or
- (iv) for the execution and completion of any variations requested by the Client pursuant to Clause 30.

35.2 Where the Contractor determines that it requires an extension of time for the completion of the performance of the Services, it shall promptly give notice in writing to the Client of its request for such extension. When considering a request for an extension of time, the Client shall give consideration to the following:

- (i) the circumstances and factors which influence and/or are affected by such decision including extended timeframes and additional costs; and
- (ii) the extent of the variation from the original contract.

35.3 Where there is no agreement on the period of the extension to be granted, the Parties shall resolve this matter in accordance with the Settlement of Disputes provisions in Clause 34.

36. **ENTIRETY OF CONTRACT**

36.1 The Parties acknowledge that the Contract contains the whole contract between the Parties and that they have not relied upon any oral or written representation made to them by each other, their personnel or by another third-party and have made their own independent investigation into all matters relevant to them. No agent or representative of either Party has authority to make and Parties shall not be bound by or be liable for any statement, representation, promise or agreement not set forth herein.

37. **WAIVER**

37.1 No failure or delay on the part of any of the Parties to this agreement relating to the exercise of any right, power, privilege or remedy provided under this agreement shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other Party to this agreement nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this agreement (all of which are several and cumulative and are not exclusive of each other) or of any other rights or remedies otherwise available to a Party at law or in equity.

37.2 No information received by the Client on or before the date on which the Contract is signed (whether in consequence of inquiries by the Client or through any other means) shall extinguish, reduce, abate, suspend, displace or otherwise adversely affect any of the rights and remedies of the Client that arise (or would otherwise arise) under, by reason of, or in connection with the Contract.

37.3 Neither the reception of such information by the Client nor the Client's response to such information, shall in any circumstances constitute or produce any waiver or other relaxation of the said rights and remedies, nor any derogation from the Contractor's strict fulfilment of the undertakings arising under, by reason of, or in connection with the Contract.

38. **NOTICES**

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

For the Client:

Mrs. Indira Rampaul-Cheddie
Permanent Secretary (Ag.)
Attention: Mr. Kenneth Franklyn
Named Procurement Officer
Office of the Attorney General
AGLA Tower, Government Campus Plaza
Corner London and Richmond Streets
Port of Spain
Phone Number: (868) 223-2452
Fax Number: (868) 625-6530
Email Addresses: procurementunit@ag.gov.tt and icheddie@ag.gov.tt

For the Contractor:

XXXXXXXXXXXXX
XXXXXXXXXXXXX
XXXXXXXXXXXXX
XXXXXXXXXXXXX
XXXXXXXXXXXXX
Trinidad and Tobago
Phone Number: (868) XXX-XXXX
Email Address:

- 38.2 Each of the Parties shall give Notice to the other of a change or an acquisition of any address or telephone, facsimile or other number at the earliest opportunity but in any event which shall not exceed **forty-eight (48) hours**.
- 38.3 Notice given personally shall be deemed given at the time of its delivery. Notice sent by post shall be deemed given at the commencement of the **fifth (5th) business day** following its posting.
- 38.4 Notice sent by electronic mail or facsimile transmission shall be deemed given at the time of its actual transmission, provided that the sender does not receive any indication that the electronic mail message or facsimile transmission has not been successfully transmitted to the intended recipient.
39. **GOVERNING LAW**
- 39.1 The Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of the Republic of Trinidad and Tobago.
- 39.2 Any proceedings arising out of or in connection with the Contract may be brought in any court of competent jurisdiction in the Republic of Trinidad and Tobago. The Parties agree to submit to the exclusive jurisdiction of the Courts in Trinidad and Tobago and hereby agree to waive all rights to object to forum.
- 39.3 Any Notice of proceedings or other Notices in connection with or which would give effect to any such proceedings may without prejudice to any other method of service be served on any Party in accordance with Clause 38.
- 39.4 In the event that a Party to any proceedings arising out of or in connection with the Contract is resident outside the Republic of Trinidad and Tobago, the address for service in the Republic of Trinidad and Tobago shall be the address for service stated in Clause 38 of the Contract and any time limit in any proceedings shall not be extended by virtue only of the foreign residence of the other Party.

8.0 Returnable Bid Forms

Annex 1: Summary of Cost

The Supply, Delivery, Assembly, Installation, and Commissioning of Furniture required at the Office of the Attorney General and the Office of the Director of Public Prosecutions

No.	Description	Qty	Unit of Measure	Unit Cost of Goods	Delivery Cost	Installation Cost	Total Cost
1	Executive task chairs	25	each				
2	Lawyer's executive leather chairs with headrest and built-in coat rack	25	each				
3	Discussion tables to complement executive desk	10	each				
4	Discussion chairs to match discussion table and complement executive desk	40	each				
5	Executive desks with credenza	25	Each				
6	Six-high lateral cabinets	10	Each				

7	Provision for Miscellaneous Items (<i>A Break-down of Miscellaneous costs is to be provided separately and a lump sum total for this cost is to be included in the Summary of Cost</i>)						
	Sub-total						
	VAT (12.5%)						
	GRAND TOTAL						

SUMMARY

	TTD (\$)
Sub-total (To Form of Bid)
VAT (12.5%) (To Form of Bid)
TOTAL

.....
Name of Firm/Bidder

.....
Signature of Bidder

.....
Date of Bid

.....
Name of Signatory

COMPANY SEAL/ STAMP:

Annex 2: Form of Bid

The Supply, Delivery, Assembly, Installation, and Commissioning of Furniture required at the Office of the Attorney General and Office of the Director of Public Prosecutions

Manager Public Procurement
Office of the Attorney General
AGLA Tower
Corner London and Richmond Streets
Port-of-Spain

Sir,

I / We
of
..... having examined the Bid Document, and having no
reservations to the bidding document, including any addenda, do hereby offer to supply, deliver and
complete the said works in full conformance with the Bid Document for the sum
of (\$) Trinidad and Tobago
Dollars Plus Value Added Tax of (\$).

I/We undertake if our bid is accepted, to supply, deliver and complete the whole of the works comprised
in the contract within (.....) weeks from the order to commence.

I / We agree to abide by the prices quoted in this bid for a period of one hundred and twenty (120) days
from the closing date of the receipt of bids.

I/We understand that this bid, together with your written acceptance thereof included in your Notice of
Award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

I/We agree to commence work on the date specified in the “Notice to Proceed” from the Office of the
Attorney General’s authorized representative and to complete the said works within the agreed
completion period or within the such extended period as may be approved by the Office of the Attorney
General’s authorized representative, failing which I/we agree to pay liquidated damages at the rate

specified in the formal contract, as a result of any failure on my/our part to satisfactorily carry out the work contract.

I/We understand that you are not bound to accept the lowest evaluated cost bid, or any other bid that you may receive.

I/We meet the eligibility requirements and have no conflict of interest in accordance with Instructions to Bid.

I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

.....
Signature of Bidder

.....
Name of Firm

.....
Name of Signatory (UPPERCASE LETTERS)

.....
In the capacity of (Position Held)

.....
Address of Firm

.....
Date of Bid

.....
Telephone Number/ Email Address

COMPANY SEAL/STAMP:

Annex 3: Technical Bid

Technical Bid

for

“The Supply, Delivery, Assembly, Installation, and Commissioning of Furniture required at the Office of the Attorney General and Office of the Director of Public Prosecutions”

A) Bidder Profile

[Using the format below, provide information on the Proponent; History; and Organisational Structure. Insert additional rows as necessary. If the submission is being made through a Joint Venture, please include same information for Joint Venture partner]

Information on Directors/Principals/Owners

Name of Directors/Owners/Principal 1:	Address: Contact: Nationality: Résumé: <i>[Please attach at end of this form]</i>
Name of Directors/Owners/Principal 2:	Address: Contact: Nationality: Résumé: <i>[Please attach at end of this form]</i>
Name of Directors/Owners/Principal 3:	Address: Contact: Nationality: Résumé: <i>[Please attach at end of this form]</i>
<i>[Add additional rows as necessary for other Directors/ Owners/ Principal]</i>	Address: Contact: Nationality: Résumé: <i>[Please attach at end of this form]</i>

Bidder's History and Experience

<p>Date of Incorporation/ Registration pursuant to the Companies Act of Trinidad and Tobago, and Registration of Business Names Act of Trinidad and Tobago: <i>Day/Month/ Year</i></p>	<p><i>[Please provide copies of Company Incorporation and Registration Documentation (and Continuance, if applicable), Annual Return for 2025/2026, Notice of Directors, Return of Beneficial Ownership, Company By-Laws, Income Tax, VAT and NIS Compliance Certificate as may be applicable to the Company and attach at the end of this form]</i></p>
<p>Company Profile with General Experience (information on Joint Venture partners to also be included, if applicable)</p>	<p><i>[A Company Profile, i.e. a brief description of the Bidder's organization, including its organizational structure, is to be provided. Bidders must have no less than five (5) years' experience doing business in the furniture industry.]</i></p>
<p>Is this a Joint Venture? YES/ NO</p>	<p><i>[If YES, please provide copy of the Joint Venture agreement at the end of this form.]</i></p>

Bidder Experience

[Using the format below, provide information on the assignment for which you were legally contracted either individually or as one of the major companies within an association, for carrying out services of similar type and magnitude to the ones requested under this ITB for at least one (1) client with the furniture having been in use during the last five (5) years and specify the positions held. Names, addresses and telephone contacts, along with a Client Reference must be provided. Note that the Office of the Attorney General reserves the right to contact the references, if needed.]

Assignment name:	Approx. value of the contract (in current TT\$):
Country: Location within the country:	Duration of assignment (months)
Name of Client:	Approx. value of the services provided by your firm under the contract (in TT\$):
Address:	Start date (month/year): Completion date (month/year):
Narrative description of the Project:	
Contract Sum: <i>[Please state a range as follows: under TT\$1,000,000.00; over TT\$1,000,000.00 but under TT\$5,000,000.00; over TT\$5,000,000.00 but under TT\$10,000,000.00; over TT\$10,000,000.00]</i>	
Description of actual services provided by the Proponent within the assignment:	
Client Reference: Name: Title: Contact No.: Email address: Website address:	

B) Approach, Work Schedule and Project Plan for Implementing the Scope of Works

[Technical approach, work schedule and project plan are key components of the Technical Bid to ensure quality, timeliness and value for money. You are suggested to present your Technical Bid, divided into the following sections:

- 1. Adherence to Specifications;**
- 2. Work Schedule;**
- 3. Project Organization and Staffing; and**
- 4. Quality Assurance Compliance.**

1. Adherence to Specifications:

This section should include supportive literature / brochures, inclusive of pictures, of the furniture items being offered as evidence of adherence to the specifications provided in this ITB. Full specifications, along with information on brands and models, warranties, guarantees, and any other relevant information should also be provided.

All operating procedures, safety precaution instructions and care and maintenance procedures for the proposed furniture should be provided upon contract completion.

2. Work Schedule:

Please show a work schedule that clearly outlines the project plan for delivery of the goods being offered as follows:

No.	Main Task/Activity ¹	Weeks ²			
		1	2	3	4
1					
2					
3					
4					
5					

[1] *Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), resources (labour) to be utilised, and other milestones such as Client approvals.*

[2] *Duration of activities shall be indicated in the form of a Gantt chart. Additional columns (weeks) may be added as needed]*

3. Project Organization and Staffing:

In this section, you should list the designated personnel for (1) administration of contract and (2) coordination of works on site, and provide resumes of all these personnel.

4. Quality Assurance Compliance

In this section, you are to provide quality assurance certificates (ISO or otherwise) for the goods being offered. The Bidder shall also include details of any mechanisms to allow for internal technical and quality assurance compliance.

C) Bidder's Statutory Compliance and Capacity To Contract

[Please attach the following documents at the end of this form]

- 1) Certificate of Incorporation (and Continuance Certificate, if applicable);
- 2) Certificate of Registration (if applicable);
- 3) Notice of Directors;
- 4) Return of Beneficial Ownership;
- 5) Company By-Laws;
- 6) Annual return for 2025/2026;
- 7) Valid National Insurance Compliance Certificate (or Letter of Exemption) issued in accordance with the National Insurance Act;
- 8) Valid Value Added Tax Clearance Certificate (or Letter of Exemption) issued by the Board of Inland Revenue;
- 9) Valid Income Tax Compliance Certificate (or Letter of Exemption) issued by the Board of Inland Revenue;
- 10) Manufacturer's Authorisation Letter, where applicable (see sample letter attached)/ Documented evidence of being able to meet any warranty and after-sales requirements for the good being offered; and
- 11) Banker's Letter - not more than 3-months old (see sample letter attached).

****Note: If valid Clearance/Compliance Certificates are not available from the relevant authority by the submission deadline, evidence of applying for the new certificate must be submitted.**

D) Manufacturer's Authorisation (Optional – Additional points will be awarded if included)

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated if necessary. This letter of authorisation should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid.]

Manager Public Procurement
Office of the Attorney General
AGLA Tower
Corner London and Richmond Streets
Port-of-Spain

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods, plant, equipment manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Proponent]*, being its *[insert whether the Proponent is an Authorised Agent, Authorised Reseller or the Sole Authorised Agent for Trinidad and Tobago and/or the Caribbean Region]*, to submit a Proposal the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend the following guarantee and warranty, with respect to the goods, plant, equipment offered by the above firm:

- *[insert guarantee and warranty information; inclusive of any after-sales service being offered]*

Signed: *[insert signature(s) of authorised representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorised representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Official Stamp/Seal of the Manufacturer:

E) Banker's Letter

Sample Banker's Reference Letter

Date:

PRIVATE AND CONFIDENTIAL

Manager Public Procurement
Office of the Attorney General
AGLA Tower
Corner London and Richmond Streets
Port-of-Spain

Dear Sir:

(Name of company)

The following information is provided at the request of our above-named customer, in strict confidence, without guarantee, for your private use and without responsibility on the part of this bank or its officials.

The captioned company is involved in (indicate nature of business) and has been banking with us since (year). Credit facilities in the (low, medium or high) (four, five or six) figure bracket have been marked for this account and are being handled to our satisfaction.

We consider the company good for normal contracting transactions.

We hope that the foregoing report is suitable for your purposes.

Yours faithfully

(Signature) _____

(Name) _____

(Position) _____

F) Declaration Form

Bidder's Declaration Form

A. LITIGATION

1. Have you or your director(s) ever been convicted within the past ten (10) years of corruption or fraud related offences locally or internationally?

Yes ☐ No ☐

2. Have any of the director(s) ever had a professional license suspended or revoked?

Yes ☐ No ☐

3. Has your organisation ever been the subject of any petition for bankruptcy?

Yes ☐ No ☐

4. Has your organisation ever had any civil judgment against you?

Yes ☐ No ☐

5. Does your organisation have any pending civil litigation matters?

Yes ☐ No ☐

6. Does your organisation have any pending criminal matters before the court?

Yes ☐ No ☐

7. Has your organisation, or any organisation over which you have had control, ever been the subject of any inquiry or investigation?

Yes ☐ No ☐

If you checked **Yes** to any of the above questions, kindly provide the key facts and decisions, including dates, relating to these matters on a separate page to be annexed to this document.

B. STATUTORY COMPLIANCE

1. Is your organisation in compliance with the **OSH Act 2004** (as amended) in the form of OSH requirement applicable to your organisation? *Kindly provide details of the compliance with the most recent supporting documents.*

☐ Yes ☐ No ☐ Not applicable

If no or not applicable is selected, please provide details:

2. Is your organisation in compliance with the **Minimum Wages Act, Chap 88:04** (as amended)?

☐ Yes ☐ No ☐ Not applicable

If no or not applicable is selected, please provide details:

I/We make this declaration conscientiously believing the same to be true, and I/we am/are aware that if there is any statement in this declaration which is false in fact, which I/we know or believe to be false or do not believe to be true, I/we may be disqualified from the Bidding process or if awarded the Bid, the contract will be immediately terminated.

.....
Declarant Name

.....
Declarant Signature

.....
Date

Position:

Company Seal:



G) Code of Conduct (Contractor) Commitment Form

(To be completed and signed by each Director, Manager, Senior Officer, Partner or other similar officer)

ITB for The Supply, Delivery and Installation of Furniture required at the Office of the Attorney General

ITB Ref #: ITB#39/2025

ITB Date: September 14th, 2025

I declare that I have read and fully understood the contents of the PUBLIC PROCUREMENT AND DISPOSAL OF PUBLIC PROPERTY ACT 2015 (AS AMENDED) AND THE GUIDELINES FOR ETHICAL CONDUCT FOR SUPPLIERS/CONTRACTORS IN PUBLIC, PROCUREMENT, RETENTION & DISPOSAL.

I do hereby commit to abide by the provisions of the PUBLIC PROCUREMENT AND DISPOSAL OF PUBLIC PROPERTY ACT 2015 (AS AMENDED) AND THE GUIDELINES FOR ETHICAL CONDUCT FOR SUPPLIERS/CONTRACTORS IN PUBLIC, PROCUREMENT, RETENTION & DISPOSAL.

Binding ..

Name..... Signature.....
Position.....
Office address Telephone.....
Email.....

(Company Seal/
Rubber Stamp
where applicable)