

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

for

“THE SUPPLY AND DELIVERY OF NETWORK
SWITCHES AND ACCESS POINTS AT THE OFFICE
OF THE ATTORNEY GENERAL, AGLA TOWER,
GOVERNMENT CAMPUS PLAZA”

REFERENCE: ITB#5/2026

(26/08/2026)

Table of Contents

1.0	Letter of Invitation	3
2.0	Instruction to Bidders.....	4
3.0	Bid Data Sheet.....	18
4.0	Technical Specifications.....	22
5.0	Checklist of Documents to Accompany the Bid	25
6.0	Draft General Terms and Conditions of Contract.....	26
7.0	Returnable Bid Forms	42
Annex 1:	Summary of Cost	42
Annex 2:	Form of Bid	44
Annex 3:	Technical Bid	46
A)	Bidder Profile.....	47
B)	Delivery Schedule	50
C)	Banker’s Letter	51
D)	Declaration Form.....	52
E)	Code of Conduct (Contractor) Commitment Form	54

1.0 Letter of Invitation

In connection with the Procurement Notice, 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.

Bidders are responsible for examining with care all the documents and information provided in this ITB and will also be responsible for informing themselves of all relevant conditions, which may in any way affect their Bid.

This ITB includes the following documents:

- Section 1: This Letter of Invitation
- Section 2: Instructions to Bidders
- Section 3: Bid Data Sheet
- Section 4: Technical Specifications
- Section 5: Checklist of Documents
- Section 6: Draft General Terms and Conditions of Contract
- Section 7: 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 **11th September 2026 at 10 a.m.** as stated in the Bid Data Sheet (“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 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.

Manager Public Procurement
Office of the Attorney General
26th August 2026

2.0 Instruction to Bidders

GENERAL PROVISIONS

1. Introduction

- 1.1 The Office of the Attorney General seeks the supply of network switches and access points for an infrastructure refresh. The requirements have been identified in the Technical Specifications at 4.0 of this document.
- 1.2 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

- 2.1 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 and 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 services contained in this ITB.
 - (c) The Bidder has not acknowledged receipt of any bid addendum issued by the Office of the Attorney General and has not incorporated the modifications made to the ITB into their submission.

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 Bidders.
- 3.2 Notice of the cancellation of the ITB process referred to in clause 3.1 shall be communicated to all Bidders in writing via the official email address provided in the Bid within three (3) business days after the cancellation.

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 Alternative proposals 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, service providers 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 Line of Business:

- Network switches (43222612)

Evidence of such pre-qualification shall be provided in the bid.

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.

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.

Throughout this bidding document:

- (a) The term “in writing” means communicated in written form (e.g. by mail and e-mail)
- (b) If the context so requires, “singular” means “plural” and vice versa; and
- (c) “Day” means calendar day, unless otherwise specified as “business day”. A business day is any day that is an official working day. It excludes public holidays.

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 these Bid Documents;
 - (d) Guarantee offered;
 - (e) Supportive literature / brochures on the goods being offered;
 - (f) State Terms of Payment:

19. Documents Comprising the Bid

19.1 The bid shall comprise 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 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 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.

23.2 The documents and forms of the bid shall be separated into **three** (3) separate files attached to one email as follows:

(a) Mandatory due diligence documents. This file shall contain the following:

- i. Certificate of Incorporation (and Continuance, if applicable)/Registration;
- ii. Notice of Directors;
- iii. Return of Beneficial Ownership;
- iv. Evidence of pre-qualification as requested at 9.1;
- v. Valid Income Tax Clearance Certificate or Letter of Exemption;
- vi. Valid Value Added Tax Certificate or Letter of Exemption;
- vii. Valid National Insurance Board Compliance Certificate or Letter of Exemption; and
- viii. Annual Return for 2025/2026.

This file shall not be password-protected.

(b) Technical Bid. This file shall contain all other information relating to the subject matter of the bid and the bidder's ability to provide same. No information pertaining to price shall be included. This file

shall be password-protected.

(c) Financial Bid. This file shall contain all information regarding the price of the bid. This file shall be password-protected with a different password from the Technical Bid.

- 23.3 The passwords for the bids **shall not** be included in the accompanying email.
- 23.4 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.
- 23.5 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.

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 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 **11th September, 2026 at 10 a.m.**, all Bidders shall be invited to a Microsoft Teams meeting at which time their mandatory due diligence documents will be opened and the presence of the contents noted. This Teams meeting will continue until 12:00 p.m. or until as necessary. All bidders who are declared to have successfully provided the required documents will be requested to email the password to their Technical Bids to procurementunit@ag.gov.tt. Any Bidder not in attendance

during this time will not have their bid assessed for further evaluation.

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 documents present and validity thereof; and
- (c) whether each bid will be considered for further evaluation.

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 annexures 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)
- (c) any other relevant 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 draft 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 draft 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 Technical Specifications.

33. Evaluation of Cost/Price

- 33.1 Bidders whose bids were successful in the Technical Evaluation stage will be contacted and convened for a secondary opening meeting via Microsoft Teams and requested during the said meeting to email their passwords for their Financial Bids to procurementunit@ag.gov.tt. Prices shall be read out at this meeting.
- 33.2 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.
- 33.3 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.
- 33.4 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.

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 Bidder 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) Evidence of prequalification in the relevant line of business;
 - (g) Annual return for 2025/2026;
 - (h) Audited Financial Statements or Management Accounts
 - (i) Value Added Tax Clearance Certificate (or Letter of Exemption) issued by the Board of Inland Revenue;
 - (j) Income Tax Compliance Certificate (or Letter of Exemption) issued by the Board of Inland Revenue; and
 - (k) National Insurance Compliance Certificate (or Letter of Exemption) issued in accordance with the National Insurance Act.
 - (l) Banker's Reference Letter
 - (m) Evidence of Insurance
 - (n) Bidder's Declaration Form
 - (o) Completed Code of Conduct (Service provider) Commitment Form
 - (p) No Conflict-of-Interest Declaration
 - (q) Client References
 - (r) Price Schedule
 - (s) Completed Bid-Securing Declaration Form

The following Bid Forms shall also be included in the bid:

- a) Letter of Bid**
- b) Price Schedules**
- c) Bid-Securing Declaration**
- d) Authorisation:** written confirmation authorising the signatory of the Bid to commit the Bidder
- e) Qualification:** documentary evidence establishing the Bidder's qualifications to perform the Contract if its Bid is accepted
- f) Conformity:** documentary evidence, that the Related Services conform to the bidding document.
- g) Any other document required**

In addition to the above requirements, Bids submitted by a Joint Venture shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

****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 Technical Specifications provided in the ITB (see Section 4.0 –Technical Specifications and Section 8.0 – Annex 3B – Adherence to Specifications, for additional information and completion of the relevant Forms).
- (b) Implementation Schedule – Services shall commence at the Office of the Attorney General, Corner London and Richmond Streets, Port of Spain on a date to be specified by the Office of the Attorney General in writing.

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 3D).
- (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. 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 administration of contract by providing resumes for these personnel (see Section 8.0 – Annex 3B – Project Organization and Staffing for additional information and completion of the relevant Forms).

38. Evaluation Scores

This section contains the criteria that the Office of the Attorney General shall use to evaluate a Bid and qualify the Bidders. No other factors, methods or criteria shall be used other than those specified in this bidding document.

The Most Advantageous Bid is the Bid of the Bidder that meets the minimum criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

38.1 Substantially responsive bids will be scored as follows:

Criteria	Total Points
Experience of the firm (Past Performance / Track Record / Reliability)	10 Points
Financial Capability	10 Points
Adherence to Specifications	20 Points
Implementation plan and support mechanisms	10 Points
Total	50 Points

38.2 Bidders must obtain a minimum total score of forty-five (45) points and a minimum of fifty percent (50%) of points assigned to each category in order to be considered.

38.3 Weighting: Eighty percent (80%) quality; twenty percent (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/or 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 enter into a Contract with 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 bid, 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 bid (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 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 General Terms and Conditions contained in the Contract can be found at 6.0 of this ITB.

45. Cancellation of Contract

45.1 In the event that the 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)	Advance Payment Guarantee	Not required
8)	20	Currency of Bid	Trinidad and Tobago Dollars (TTD)
9)	21	Type of Contract	Fixed Price
10)	16	Language of the Bid	English
11)	12	Deadline for submitting requests for clarifications/ queries	Two (2) days before the submission deadline
12)	12	Contact Details for submitting clarifications/queries	Clarifications/Queries should be sent ONLY to: procurementunit@ag.gov.tt

13)	12	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to Queries	Via publication on Office of the Attorney General's website
14)	23	Deadline for Submission of Bid	11 th September, 2026 at 10 a.m.
15)	22-23	Allowable Manner of Submitting Bids	Submission by Email
16)	22-23	Bid Submission Email Address	procurementunit@ag.gov.tt
17)	22-23	Electronic Submission Requirements	Three (3) separate files. Format: Portable Document Format (PDF) files only.
			File names must be maximum forty (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.
			Technical Bid and Financial Bid must be encrypted via unique passwords.
			Max. File Size per transmission: 20MB.
			Mandatory subject of email: Bid Submission for ITB#5/2026 – [COMPANY NAME]

ADDITIONAL INFORMATION:

18)		On-Site Working Hours	(N/A)
-----	--	-----------------------	-------

19)		Person to supervise the Work/Performance of the Contractor	Office of the Attorney General's Named Representative - the Bidder will be advised of the Named Representative upon award of contract.
20)		Office of the Attorney General will award the Contract to:	One (1) Bidder
21)		Target Date for Award	September 2026
22)		Reporting	Status reports to be provided after award of contract to the Project Team Lead
23)		Demonstration/Testing of Services 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
24)		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.
25)		Special Security Requirements	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. The Office of the Attorney General reserves the right to vet the names and national IDs/Drivers Permit/Passport of all personnel prior to site access and any part thereof.

4.0 Technical Specifications

A. Technical Specifications

Networking Equipment				
Model	SKU	Quantity	Description	Manufacturer
FortiSwitch-348G	FS-348G	24	Layer 2/3 FortiGate switch controller compatible switch with 48 x GE/10GE SFP/SFP+ ports and 6 x 100GE QSFP28 ports. MACSec. Dual AC power supplies.	Fortinet
FortiSwitch-348G Forticare Support	FC-10-348GN-247-02-12	4	1 Year FortiCare Premium Support	Fortinet
FortiSwitch-1024E	FS-1024E	2	Layer 2/3 FortiGate switch controller compatible switch with 24 x GE/10GE SFP/SFP+ slots and 2 x 100GE QSFP28. Dual AC power supplies	Fortinet
FortiSwitch-1024E Forticare Support	FC-10-S1E24-247-02-12	2	1 Year FortiCare Premium Support	Fortinet
FortiSwitch-110G-FPOE	FS-110G-FPOE	20	Layer 2 FortiGate switch controller compatible PoE 802.3bt switch with 2x 5G RJ45 with PoE bt, 8x 2.5G RJ45 with PoE af/at and 4x SFP+ ports. Fanless. Max 200W PoE output limit.	Fortinet
FortiSwitch-110G Forticare Support	FC-10-S124N-247-02-12	4	1 Year FortiCare Premium Support	Fortinet
Fortinet Access Point FAP-231K-N	FAP-231K-N	100	Indoor Wireless AP - (Wi-Fi-7 IEEE Tri-band 2.4/5/6GHz 2+2+2 2 streams 3 radios), internal antennas, 100/1000/2500/5000 Base-T RJ45, BT/BLE, 1x RS-232 RJ45 Serial Port. Ceiling/wall mount kit included. For power order: 802.3at PoE injector GPI-130(1Gbps)/GPI-145(10Gbps) or AC adapter SP-FAP200-PA. Region Code N	Fortinet

Fortinet Access Point FAP-231K-N Forticare Support	FC-10- P231K- 247-02-12	10	1 Year FortiCare Premium Support	Fortinet
--	-------------------------------	-----------	-------------------------------------	----------

Networking Accessories				
Model	SKU	Quantity	Description	Manufacturer
Fortinet Passive Direct Attach Copper Breakout Cable	Fortinet FN- CABLE- QSFP28- 4SFP28-1	4	100 GE QSFP28 breakout to 4x 25 GE SFP28 passive direct attach cable 100 GE QSFP28 breakout to 4x 25 GE SFP28 passive direct attach cable, 1m, -40°C to 85°C, transceivers included, for systems with QSFP28/QSFP+, SFP28/SFP+ slots	Fortinet
Fortinet Passive Direct Attach Copper Twinax Cable	FN- CABLE- SFP+3	20	10 GE SFP+ passive direct attach cable, 3m, 0°C to 70°C, transceivers included, for systems with SFP/SFP+ slots	Fortinet
Fortinet Passive Direct Attach Copper Twinax Cable	FN- CABLE- SFP+1	20	10 GE SFP+ passive direct attach cable, 1m, 0°C to 70°C, transceivers included, for systems with SFP/SFP+ slots	Fortinet
Fortinet Passive Direct Attach Copper Twinax Cable	FN- CABLE- QSFP28-3	4	100 GE QSFP28 passive direct attach cable, 3m, 0°C to 70°C, transceivers included, for systems with QSFP28 slots	Fortinet
Fortinet 10GE SFP+ Transceiver module	FN-TRAN- SFP+SR	20	10 GE SFP+ transceiver module, short range 300m, LC connector, MMF, 850nm, 0°C to 70°C, for systems with SFP+ slots	Fortinet
Fortinet 10 GE copper SFP+ RJ45 Transceiver module	Fortinet FN-TRAN- SFP+GC	8	10 GE SFP+ transceiver module, range 30m, RJ45 connector, CAT6A, -5°C to 85°C, for systems with SFP+ slots.	Fortinet

B. 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 7: Returnable Bid Forms (where applicable)

Mandatory Due Diligence:

- Bidder's Statutory Compliance and Capacity to Contract

Financial:

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

Technical

- Technical Bid (Annex 3):
 - A) – Bidder Profile;
 - B) – Delivery Schedule;
 - C) – Banker's Letter (sample);
 - D) – Declaration Form; and
 - E) – Code of Conduct (Contractor) Commitment Form.

5.0 Checklist of Documents to Accompany the Bid

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

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 General Terms and Conditions of Contract

6. MUTUAL WARRANTIES

6.1 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.

7. SUPPLIER'S WARRANTIES

7.1 The Supplier further represents and warrants to the Client as follows that:

- (1) the Goods shall conform with the quality, description and other particulars set out in the Contract Documents;
- (2) the Goods shall conform to all samples, drawings, descriptions and specifications provided by the Client to the Supplier as detailed in the Contract Documents;
- (3) the Goods shall conform with all standards referred to on any part of the Goods and in any product packaging and/or documents in, with, or in relation to which the Goods are supplied;
- (4) the Goods will be of satisfactory quality and fit for any intended uses expressly or impliedly made known to the Supplier, and will be free from all vulnerabilities and defects in materials, workmanship, and installation as of the date of delivery;
- (5) the Goods shall comply with all performance and other specifications stated in the Contract Documents, and all applicable legislation for the time being in force, including all cybersecurity requirements;
- (6) unless the Client and the Supplier have agreed in writing, additional conditions for any software before or at the same time as this Contract Documents, the Supplier has and will continue to have the full right and title to license the Client and hereby grants to the Client without further charge the irrevocable right and licence to use the Software on the Goods;

- (7) where the software is licensed directly to the Client by the Supplier's licensor, the Supplier will procure for the Client rights in all respects no less favourable than those it would have granted had it granted the rights directly under the express licence at Clause 7.1.(vi);
- (8) it shall provide to the Client high-quality user manuals and training and other documents for the Goods and the relevant software without further charge in such form and quantities as the Client may reasonably stipulate at any time before **five (5) days** after delivery;
- (9) 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;
- (10) 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;
- (11) 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 Supplier;
- (12) 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
- (13) it has not violated and will not violate the Client's applicable guidelines for business conduct regarding the offer of inducements to the Client's employees or agents of which the Client informs the Supplier prior to Contract execution.

7.2 The provisions in Clause 7 shall survive any delivery, inspection, acceptance, payment or performance pursuant to the Contract and shall extend to any replacement, repaired, substitute or remedial equipment provided by the Supplier.

8. **LIABILITY**

8.1 The Supplier shall be liable to the Client for the delivery of the Goods 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 Supplier subject to the following limitations:

- (i) the Supplier 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 Supplier or its personnel; and

- (ii) the Supplier shall not be liable for loss or damage caused by or arising out of circumstances over which the Supplier or its personnel had no control.

9. **PROTECTION OF THE PERMANENT SECRETARY**

- 9.1 The Supplier 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 of the Contract to be performed and observed by them respectively hereunder.
- 9.2 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.

10. **INSURANCE**

- 10.1 The Supplier shall have in place and maintain at all times during the period of the performance of the Contract the following insurance coverage with a reputable insurance company to cover professional indemnity insurance, workmen's compensation insurance, and comprehensive public liability insurance (hereinafter called "**the insurance policies**") for all personnel.
- 10.2 The insurance coverage should cover all liabilities that may arise under or in connection with this Contract and shall produce to the Client upon request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- 10.3 If the insurance policies expire before the term of the Contract, the Supplier shall immediately provide the Client with copies of the renewed insurance certificates which shall expire no earlier than the date scheduled for completion of the Contract.
- 10.4 The cost of the insurances arising under Clauses 10.1 and 10.3, if applicable, shall be deemed to be included in the Total Contract Sum.

11. INDEPENDENT CONTRACTOR

- 11.1 The Supplier 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.
- 11.2 The Supplier has no authority to represent the Client or hold out itself as representing the Client regarding any matters except as expressly authorized in the Contract.
- 11.3 The opinions and recommendations of the Supplier obligate neither the Client nor its representative who reserve the right to put forward observations or exceptions as they are deemed appropriate.

12. CONDUCT OF PERSONNEL

- 12.1 The Supplier shall be responsible for the behaviour of all its personnel while on the premises of the Client and shall ensure that:
 - (1) all personnel are suitably qualified, adequately trained and capable of providing the applicable services in respect of which they are engaged;
 - (2) there is an adequate number of personnel to perform such services according to the highest standards of professional standards in the industry;
 - (3) only those people who are authorised by the Supplier are involved in delivering the Goods; and
 - (4) all personnel comply with the policies of the Client.
- 12.2 The Client may refuse to grant access to, and or remove, any personnel of the Supplier who do not comply with any policies of the Client, or if they otherwise present a security threat, or acts in a manner deemed by the Client or the administration of the Office of the Attorney General to be detrimental, abusive or offensive to any member of its staff. The Client reserves the right to request that the Supplier suspends its personnel from further work on the premises.
- 12.3 The Supplier shall replace any of its personnel whom the Client reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of its personnel for any reason, the Supplier shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of this Contract.

- 12.4 The Supplier shall maintain up-to-date personnel records on its personnel engaged in the delivery of the Goods and shall provide information to the Client as the Client reasonably requests on its personnel. The Supplier shall ensure that its personnel cannot be individually identified from the information so provided.

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 Supplier in accordance with the terms and conditions set forth in this Contract for the delivery of the Goods;
 - (ii) cooperate in absolute good faith with the Supplier and shall not prevent or obstruct the proper performance of the Supplier in the execution of its duties or the delivery of the Goods hereunder;
 - (iii) provide all documents that are reasonably required by the Supplier to deliver the Goods without delay; and
 - (iv) reply within a reasonable time to all requests made by the Supplier.

14. SUPPLIER'S DUTIES AND OBLIGATIONS

- 14.1 During the term of the Contract, the duties and obligations of the Supplier shall be to:
- (i) deliver the Goods in accordance with Clause 3;
 - (ii) ensure that the Goods conform in all respects with Clause 3 and that the Goods shall be fit for any purpose expressly or implicitly made known to the Supplier by the Client;
 - (iii) immediately notify the Client of any damage to the Goods or the premises of the Client that occurs as a result of the performance of the Services;
 - (iv) repair any damage to the Goods that was occasioned by the actions or omissions of its personnel as a result of the performance of the Contract;
 - (v) ensure that all Goods are new units, meaning that such Goods are not refurbished. The Supplier shall furnish the Client with all manufacturers' warranties in relation to such units immediately upon delivery, where applicable;
 - (vi) deliver the Goods with the highest level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

- (vii) ensure that the Goods, and all materials, standards, and techniques used in providing the Goods are of the best quality and are free from defects in workmanship, installation and design;
- (viii) cooperate with the Client in all matters relating to the Goods and comply with the Client's instructions;
- (ix) not do or omit to do anything which may cause the Client to lose any licence, authority, permits or consent or permission on which it relies for the purposes of conducting its business;
- (x) notify the Client in writing immediately upon the occurrence of a change of control of the Supplier;
- (xi) ensure that all its personnel cooperate in absolute good faith with the Client; and
- (xii) comply with all the Client's safety and security protocols while on its premises, including the removal of all tools and materials upon completion of the delivery of the Goods.

15. **AUTHORIZED REPRESENTATIVES**

15.1 The Client shall designate a qualified person as the "Client Representative" who shall be the key point of contact for the Supplier during the term of the Contract. The Client agrees not to change its Client Representative without giving reasonable written notice to the Supplier.

15.2 The Supplier'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 Supplier's names representative in Clause 38, or such person as may be designated by the Supplier from time to time. The Supplier agrees not to change its representative without giving reasonable written notice to the Client.

16. **INDEMNIFICATION**

16.1 The Supplier shall defend, indemnify, protect and save the Client and its personnel from and against any and all suits, claims, demands and damages of whatsoever kind or nature arising out of any negligent act, error or omission of the Supplier or its personnel in the delivery of the Goods under the Contract, including but not limited to expenditure for and costs of investigations, hiring of experts, witnesses, court costs, Attorneys' settlements, judgments or otherwise.

16.2 In the performance of the Contract, the Supplier 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.

17. **ASSIGNMENT AND SUBCONTRACTING**

17.1 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.

17.2 Any attempt to assign or subcontract the Contract without such written consent referred to in Clause 17.1 shall be void and of no effect. Notwithstanding the foregoing, the Supplier shall be permitted to assign the Contract to any successor in title or the entity into which the business or assets of the Supplier 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.

18. **FORCE MAJEURE**

18.1 In the event of any strike, lock out, enemy action, hostilities, riot, civil commotion, natural disaster, 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, 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.

18.2 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.

18.3 The Client may, during the period of the continuance of the Force Majeure, issue a written Notice of Suspension to the Supplier suspending all payments under Clauses 5 or 26 hereof, where applicable, if

the Supplier fails or is unable to perform any of its obligations under this Contract for a period of **thirty (30) business days**.

- 18.4 Notwithstanding the provisions of Clause 18.3, the Supplier is entitled to submit invoices for any work done prior to the occurrence of the Force Majeure and the Client, upon proof that the Goods have been satisfactorily delivered, will remunerate the Supplier.
- 18.5 Any sum of money paid to the Supplier before the occurrence of the Force Majeure in respect of which the Supplier has not yet performed any service in accordance with the terms of this Contract will be credited to the period following the resumption of delivery unless the Contract is terminated in accordance with the terms and conditions of Clause 18.6 and Clause 21.1.1(v) or Clause 21.2.1(iii).
- 18.6 If, as a result of the Force Majeure, the Supplier is unable to perform a material portion of the Contract for a period of not less than **thirty (30) business days**, 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.
- 18.7 Any monies that were paid to the Supplier before the occurrence of the Force Majeure in respect of which the Parties agree that the Goods were not delivered or were partially delivered shall be returned to the Client within **thirty (30) calendar days** of the date on which the Contract shall terminate in accordance with the Notice of Termination.
19. **CONFIDENTIALITY**
- 19.1 The Supplier agrees and undertakes that it shall at all times keep confidential any information that it has acquired in consequence of the negotiation of this Contract or the performance of the Services thereunder.
- 19.2 The restriction at Clause 19.1 above shall continue to apply after the completion of the Services 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 Supplier.

20. **SUSPENSION**

- 20.1 The Client may, by written Notice of Suspension to the Supplier, suspend all payments if the Supplier fails or omits to perform any of its obligations under this Contract for a period of **thirty (30) business days**, provided that such Notice of Suspension:
- (i) shall specify the nature of the failure or omission; and
 - (ii) shall request the Supplier to remedy such failure or omission within a period not exceeding **fourteen (14) business days** after receipt by the Supplier of such Notice of Suspension.
- 20.2 The Client agrees to pay, upon the submission of outstanding invoices, the Supplier for all work satisfactorily done up to the time of suspension of this Contract.
- 20.3 The Client may re-engage the Supplier to deliver the Goods or any part thereof if the Supplier has remedied the failure or omission identified in the written Notice of Suspension.
- 20.4 Where the Supplier has not remedied the failure or omission, the Client may employ the settlement of dispute provisions in Clause 34 of this Contract or may terminate this Contract in accordance with the provisions of Clause 21.

21. **TERMINATION**

21.1 **Termination by The Client**

- 21.1.1 The Client may at any time terminate the Contract by giving to the Supplier **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 (vi) hereof:
- (i) if the Supplier fails to remedy a failure or breach in the performance of its obligations hereunder;
 - (ii) if the Supplier 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 Supplier fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 33.3 hereof;
 - (iv) if the Supplier submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Supplier knows to be false;

- (v) if, as a result of Force Majeure, the Supplier is unable to perform a material portion of the Contract for a period of not less than **thirty (30) business days**; or
- (vi) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate the Contract.

21.1.2 Where the Supplier is issued with a Notice of Termination after the occurrence of any of the events set out in Clause 21.1.1, the Client, upon the receipt of an invoice from the Supplier, shall determine the value of the Goods delivered as at the date of termination and shall issue a payment to the Supplier for the Goods which the Client accepts have been satisfactorily delivered.

21.2 Termination by the Supplier

21.2.1 The Supplier may at any time terminate the Contract herein 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 this Contract, the Supplier shall have the right to terminate the Contract upon giving **thirty (30) calendar days'** written notice to the Client, unless the Client makes such payments under Clauses 5 or 26 hereof within the said notice period. If the payments are not made by the end of the said **thirty (30) calendar day** notice period, the Client shall be entitled to a Cure Period within which to remedy the default. For a third failure to make payment on time, the Supplier shall have the right to terminate this Contract immediately upon written notice;
- (ii) notwithstanding Clause 21.2.1(i), if the Client is in material breach of its other obligations pursuant to this Contract and has not remedied same after having received written notice from the Supplier specifying the breach the Parties may negotiate for an extended period of time within which to remedy the default;
- (iii) if, as a result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than **thirty (30) business days**; or
- (iv) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 33.3 hereof.

21.3 Upon termination of the Contract under Clauses 21.1.1 or 21.2.1 hereof, and subject to the obligation of the Supplier to reduce expenditure to a minimum as contained in Clause 22.2, the Supplier 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 deliveries obligated by the Contract.

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

22. **CESSATION**

22.1 Upon termination of the Contract pursuant to Clause 21 or upon completion of the Contract pursuant to Clause 5 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 19; and
- (iii) any right that a Party may have under the Laws of the Republic of Trinidad and Tobago.

22.2 Upon termination of the Contract by notice of either Party to the other pursuant to Clauses 21.1.1 or 21.2.1 hereof, the Supplier shall immediately upon dispatch or receipt of such notice take all necessary steps to bring delivery to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditure for this purpose to a minimum.

23. **SEVERABILITY**

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.

24. **VARIATION OF CONTRACT**

The Supplier and the Client shall not be bound by any variation or addition to the terms and conditions of this Contract except as agreed by both Parties in writing and signed by the representatives of the Parties.

25. **CONFLICT OF INTEREST**

- 25.1 The Supplier shall not engage, either directly or indirectly, in any business or professional activities in the Republic of Trinidad and Tobago or elsewhere which would conflict with the activities assigned to it under this Contract.
- 25.2 The Supplier, for itself and on behalf of its personnel, hereby attest that it neither has nor anticipates having any interest (other than those stated herein), commercial, familial, or otherwise in the award of this Contract for the provision of the Services.

26. **WAIVER**

No failure or delay on the part of the Client to exercise any right under this Contract or enforce at any time any one or more of the terms and conditions of this Contract shall be construed or operate as a waiver thereof, or of the Client's right at any time subsequently to enforce each and every term and condition of this Contract.

27. **REPORT**

The Supplier shall submit to the Client any reports relating to the performance of the contract that may be reasonably requested in connection with the progress of the delivery of Goods or on special problems.

28. **FAIRNESS AND GOOD FAITH**

- 28.1 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.
- 28.2 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.
- 28.3 If during the term of the Contract either Party believes that the Contract is operating unfairly, the Parties will use their best efforts to agree on such action(s) as may be necessary to remove the cause or causes of

such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 29.3 hereof.

29. SETTLEMENT OF DISPUTES

29.1 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.

29.2 Right to Mediation

Any dispute between the Parties as to matters arising from this 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.

29.3 Right to Arbitration

Any dispute between the Parties as to matters arising from this Contract or the alleged breach or interpretation thereof which cannot be settled amicably through negotiation or through mediation pursuant to Clauses 29.1 and 29.2 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 Ch. 5:01 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 arbitrator. The arbitration shall take place within **thirty (30) calendar days** after the receipt by one Party of the other Party's request for such arbitration.

30. **HEADINGS**

Headings contained in the Contract are for reference purposes only and should not be incorporated into this Contract and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

31. **JOINT AND SEVERAL**

In the Contract, unless the context otherwise requires, any reference on the part of either of the Parties which is comprised of more than one person or entity shall be joint and several and words importing the neuter gender and the singular shall include all genders and the plural and the successor in title to the Parties.

32. **ENTIRETY OF CONTRACT**

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.

33. **NOTICES**

- 33.1 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, telegram or facsimile transmission and confirmed by registered post to which it is required to be given at the following address:

For the Client:

Ms. Indira Rampaul-Cheddie

Permanent Secretary (Ag.)

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

For the Supplier:

.....

.....

.....

.....

Phone Number: (868)

Fax Number: (868)

33.2 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**.

33.3 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.

33.4 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.

34. **GOVERNING LAW**

34.1 This Contract, its meaning and interpretation and the relation between the Parties shall be governed by the Laws of the Republic of Trinidad and Tobago.

34.2 Any proceeding 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.

34.3 Any notice or proceeding or other notices in connection with or which would give effect to any such proceedings may without prejudice to any other method or service be served on any Party in accordance with Clause 33.

34.4 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 nominated in Clause 33 of the Contract and any time limits in any proceedings shall not be extended by virtue only of the foreign residence of the Party.

IN WITNESS whereof, the Parties have caused this Contract to be executed in **duplicate** as of the Effective Date.

SIGNED BY **INDIRA RAMPAUL-CHEDDIE**

Permanent Secretary of the Office of the Attorney General

for and on behalf of the

Government of the Republic of Trinidad and Tobago

in the presence of:

Signature of Witness: _____

Name of Witness: _____

Address of Witness: _____

Occupation of Witness: _____

SIGNED BY

Director

for and on behalf of

in the presence of:

Signature of Witness: _____

Name of Witness: _____

Address of Witness: _____

Occupation of Witness: _____

7.0 Returnable Bid Forms

Annex 1: Summary of Cost

No.	Description	Qty	Unit Cost of Item	Delivery Cost	Total Cost
1					
2					

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 AND DELIVERY OF NETWORK SWITCHES AND ACCESS POINTS TO THE OFFICE OF THE ATTORNEY GENERAL, AGLA TOWER, GOVERNMENT CAMPUS PLAZA”

Manager Public Procurement
Office of the Attorney General
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 services 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 begin delivery of the services 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 Agreement.

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 AND DELIVERY OF NETWORK SWITCHES AND
ACCESS POINTS AT THE OFFICE OF THE ATTORNEY GENERAL,
AGLA TOWER, GOVERNMENT CAMPUS PLAZA”**

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/ Principals]</i>	Address: Contact: Nationality: Résumé: <i>[Please attach at end of this form]</i>

Bidder's History and Experience

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>	<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>
Company Profile with General Experience (information on Joint Venture partners to also be included, if applicable)	<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 networking equipment industry.]</i>
Is this a Joint Venture? YES/ NO	<i>[If YES, please provide copy of the Joint Venture agreement at the end of this form.]</i>

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 networking equipment supply services having been provided 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) Delivery Schedule

You are suggested to present your Technical Bid, divided into the following sections:

- 1. Adherence to Specifications;**
- 2. Delivery Schedule.**

1. Adherence to Specifications:

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

2. Delivery Schedule:

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

<i>Date of Delivery</i>	<i>Items</i>

C) Banker's Letter

Sample Banker's Reference Letter

Date:

PRIVATE AND CONFIDENTIAL

Manager Public Procurement
Office of the Attorney General
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) _____

D) 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:

E) 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 AND DELIVERY OF NETWORK SWITCHES AND ACCESS POINTS TO
THE OFFICE OF THE ATTORNEY GENERAL, AGLA TOWER, GOVERNMENT CAMPUS PLAZA*

ITB Ref #: ITB#5/2026

ITB Date: 26th August, 2026

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)
