# INVITATION TO BID (ITB)

for

# "THE LEASING OF A VEHICLE FOR THE OFFICE OF THE ATTORNEY GENERAL, AGLA TOWER, GOVERNMENT CAMPUS PLAZA, PORT-OF-SPAIN"

**REFERENCE: ITB#6/2026**

# Table of Contents


**1.0 Letter of Invitation** ..... 3

**2.0 Instruction to Bidders** ..... 4

**3.0 Bid Data Sheet** ..... 18

**4.0 Scope of Services and Technical Specifications** ..... 22

**5.0 Checklist of Documents to Accompany the Bid** ..... 26

6.0 Draft General Terms and Conditions of Lease ..... 27

**7.0 Returnable Bid Forms** ..... 43

**Annex 1: Summary of Cost** ..... 43

**Annex 2: Form of Bid** ..... 45

**Annex 3: Technical Bid** ..... 47

**A) Bidder Profile** ..... 48

**B) Approach, Work Schedule and Project Plan for Implementing the Scope of Services** ..... 51

**C) Bidder's Questionnaire** ..... 53

**D) Banker's Letter** ..... 58

**E) Declaration Form** ..... 59

**F) Code of Conduct (Contractor) Commitment Form** ..... 61

# 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: Scope of Services and 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 **6th October 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
4th September 2026

# 2.0 Instruction to Bidders

**GENERAL PROVISIONS**

**1. Introduction**

1.1 The Office of the Attorney General seeks the lease of one (1) minibus for a period of three (3) years to support the transportation needs of the Ministry. The vehicle required has been identified in the Scope of Services and 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://oprtt.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://oprtt.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:

- Vehicle leasing of light trucks and sport utility vehicles (78111811)

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 **6th October, 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 Scope of Services and Technical Specifications provided in the ITB (see Section 4.0 – Scope of Services and 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 three (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 Bidder who presented the successful 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 Lease Agreement is prepared and executed, an implied Lease Agreement 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 Lease Agreement 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 Scope of Services 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 Lease**

44.1 Promptly upon Notification of Award, the Office of the Attorney General shall send the successful Bidder the Lease Agreement.

44.2 Within forty-eight (48) hours of receipt of the Lease Agreement, 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 Lease Agreement can be found at 6.0 of this ITB.

**45. Cancellation of Lease**

45.1 In the event that the Lease 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 Lease 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.

| **BDS** | **Ref. to Section 2.0** | **Data** | **Specific Instructions / Requirements** |
|---|---|---|---|
| 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 | One (1) day 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 | 6th October, 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.<br><br>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#6/2026 – [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 | January 2027 |
| 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 Scope of Services and Technical Specifications

## A. Scope of Services

### 1. Objective

The purpose of this scope of services is to define the requirements, responsibilities, and deliverables associated with the leasing of one (1) vehicle for three (3) years to support the operational needs of the lessee, the Office of the Attorney General.

### 2. Scope of Services

2.1 Vehicle Provision

- Supply of one (1) vehicle in accordance with agreed specifications and requests of the Ministry.
- Vehicle shall be a minibus capable of seating fifteen (15) persons.
- Vehicle shall be new or within the agreed age/mileage limits.
- Vehicle shall be delivered in roadworthy condition and compliant with applicable regulations.

2.2 Lease Terms

- Provision of vehicle for the agreed lease duration of three (3) years.
- Clearly defined monthly lease rates, payment schedules, and any applicable penalties or adjustments.
- Option for lease renewal, extension, or termination as per agreement.
- Option for the Ministry to install security features at its discretion.

2.3 Registration and Compliance

- Vehicle registration.
- Compliance with local transport laws and regulations.
- Provision of valid number plates and ownership documentation where applicable.

2.4 Insurance Coverage

- Fully comprehensive liability insurance coverage for leased vehicle.
- Management of insurance claims and renewals during the lease period.

2.5 Maintenance and Servicing

- Preventive and corrective maintenance in accordance with manufacturer recommendations.
- Routine servicing, oil changes, and inspections.
- Repair or replacement of defective parts due to normal wear and tear.
- Provision of authorized service centres.

2.6 Breakdown and Roadside Assistance

- 24/7 roadside assistance services.
- Vehicle recovery and towing in case of breakdown or accident.
- Provision of replacement vehicles where applicable.

2.7 Replacement Vehicle

- Temporary replacement vehicle during extended repairs or servicing.
- Replacement vehicle to be of similar or equivalent class.

2.8 Fleet Management

- Vehicle usage monitoring and reporting.
- No GPS to be installed.
- Mileage tracking and fuel usage reporting.

3. **Responsibilities**

3.1 Lessor Responsibilities

- Supply and maintain vehicle as per agreed specifications.
- Ensure continuous insurance and compliance.
- Provide timely maintenance and support services.
- Replace vehicle that is unsafe or beyond economic repair.

3.2 Lessee Responsibilities

- Use vehicle solely for authorized purposes.
- Ensure drivers hold valid driving licenses.
- Report accidents, damage, or mechanical issues promptly.
- Maintain cleanliness and proper care of vehicle.

4. **Deliverables**

- Fully operational and insured vehicle.
- Maintenance and service records.
- Incident and accident reports.

5. **Service Levels and Performance Standards**

- Maximum response time for breakdowns and emergencies.
- Scheduled maintenance turnaround times.
- Replacement vehicle availability timelines.

6. **Health, Safety, and Environmental Compliance**

- Compliance with occupational health and safety standards.
- Environmentally responsible vehicle operation and disposal.

7. **Termination and Handover**

- Conditions for early termination.
- Vehicle return condition requirements.
- Final inspection and handover procedures.

8. **Confidentiality and Data Protection**

- Protection of lessee data and vehicle usage information.
- Compliance with all applicable Data Protection laws of Trinidad and Tobago.

## B. TECHNICAL SPECIFICATIONS

## VEHICLE SPECIFICATION

- The vehicle should seat fifteen (15) persons. Fuel type should be diesel. Vehicle colour should be black.
- The vehicle must not be more than one (1) year old from the year of manufacture at the time of entry into Trinidad and Tobago and at the time of registration (Used or Foreign Used).
- Prior to registration, the vehicle must be in a generally good working condition and must be subject to inspection and certification by the Transport Commissioner.
- The vehicle must be accompanied by a specification title issued by the manufacturer, giving all relevant specification – exact age, (date by manufacturer) and chassis number.
- The imported vehicle must meet all environmental requirements as determined by the regulation and approved by the Transport Commissioner.

## C. 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) – Description of the Approach, Work Schedule, Project Plan;
  - 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. Approach, Work Schedule and Project Plan ☐
8. Bidder's Questionnaire ☐
9. Certification of Incorporation (and Continuance, if applicable) / Registration ☐
10. Notice of Directors ☐
11. Return of Beneficial Ownership ☐
12. Company By-Laws ☐
13. Valid Income Tax Clearance Certificate or Letter of Exemption ☐
14. Valid Value Added Tax Clearance Certificate or Letter of Exemption ☐
15. Valid National Insurance Board Compliance Certificate or Letter of Exemption ☐
16. Banker's Letter - not more than 3-months old (see sample letter attached) ☐
17. Declaration Form ☐
18. 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 Lease

## REPUBLIC OF TRINIDAD AND TOBAGO

**THIS AGREEMENT** (hereinafter, together with the appendix attached hereto and forming an integral part thereof, called "**the Lease**" or "**this Lease**") is made in **duplicate** and is entered into this day of , in the Year of Our Lord Two Thousand and Twenty-Six BETWEEN **INDIRA RAMPAUL-CHEDDIE,** Permanent Secretary, Office of the Attorney General, acting herein for and on behalf of the Government 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 (hereinafter called "**the Lessee**") of the One Part AND , a Company duly incorporated under the Companies Act, Chapter 81:01 of the Laws of the Republic of Trinidad and Tobago and having its registered office at (hereinafter called "**the Lessor**") of the Other Part.

The Lessee and the Lessor are hereinafter at different times referred to individually as "**the Party**" or collectively as **"the Parties"** where the context so admits.

**WHEREAS:**

A. The Lessee requires the use of a motor vehicle to perform its official Governmental functions.

B. 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 Lessee invited the Lessor to bid for the provision of one (1) motor vehicle to be leased to the Office of the Attorney General for a period of three (3) years at its office located at AGLA Tower, Government Campus Plaza, Corner of London and Richmond Streets, Port of Spain (hereinafter called "**the Services**").

C. The Lessor was successful in its Bid for the provision of the Services.

D. The Lessor is willing to lease such vehicle to the Lessee under the terms and conditions set out herein.

E. The Lessor has represented that it has the required professional skill, personnel and technical resources to provide the Services as set out in the terms of this Lease and in the manner hereinafter appearing.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration the Parties **HEREBY AGREE** as follows:

1. **DEFINITIONS & INTERPRETATIONS**

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

(i) **"Business Day"** means a day other than a Saturday, Sunday, and statutory or public holiday observed in the Republic of Trinidad and Tobago.

(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 including, without limitation, all business, planning, performance, financial, product, trade secret, technical, sales, marketing, employee, Lessor and Lessee information.

(iv) **"Effective Date"** means the date on which the Lease becomes legally binding on the Parties and the terms outlined in the Lease begin to apply.

(v) "**Notice**" means notice complying with the terms of Clause 34 hereof.

(vi) **"Personnel"** means persons hired by the Lessor or the Lessee or any sublessor of the Lessor or sublessee of the Lessee as employees and/or agents who are assigned to execute or assist in the performance of the Services or any part thereof.

(vii) **"Premises"** mean(s) the Head Office of the Office of the Attorney General, currently located at AGLA Tower, Government Campus Plaza, Corner of London and Richmond Streets, Port of Spain.

(viii) **"Sublessor" or "Sublessee"** means any natural person, private or government 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 subleased by the Lessor or the Lessee, respectively.

(ix) **"Terms and Conditions"** means the provisions set out below which shall be incorporated into this Lease in their entirety.

2. **ENGAGEMENT**

2.1 The Lessee hereby engages the Lessor and the Lessor hereby agrees to execute the Services in accordance with the terms and conditions of this Lease and:

**i.** the Bid dated which is hereto annexed and marked "**Appendix A**"; and

**ii.** the Schedule which is hereto annexed and marked **"Appendix B"**.

2.2 The Bid and the Schedule shall be incorporated into and form part of this Lease and shall be read and construed together as one document.

3. **SCOPE OF SERVICES**

3.1 The Lessor shall perform the Services as detailed in this Lease.

4. **COMMENCEMENT DATE**

4.1 The commencement date for the provision of the Services shall be the .

5. **COMPLETION DATE**

5.1 The Lessor shall perform the Services for a period of t**hree (3) years** from the commencement date.

6. **TOTAL LEASE SUM**

6.1 In consideration of the due performance and completion of the Services by the Lessor, the Lessee shall pay to the Lessor the total sum of **TRINIDAD AND TOBAGO DOLLARS (TT$ )** VAT inclusive (hereinafter referred to as "**the Total Lease Sum**").

6.2 The Total Lease Sum shall be paid in monthly instalments in the sum of **TRINIDAD AND TOBAGO DOLLARS (TT$ )** VAT inclusive (hereinafter referred to as "**the Monthly Lease Sum**").

6.3 The Lessee shall pay the Monthly Lease Sum upon the provision of an invoice from the Lessor which shall then become due and payable within **thirty (30) business days** of the receipt subject to the approval of the Lessee.

7. **DELIVERY AND ACCEPTANCE**

7.1 The Lessor shall deliver the vehicle to the Lessee at the Office of the Attorney General, AGLA Tower, Government Campus Plaza, Corner of London and Richmond Streets, Port of Spain promptly upon the execution of this lease in good working condition, fully serviced, registered and insured. The Lessee shall inspect and accept the vehicle within three (3) business days of delivery and sign as accepting delivery.

8. **USE OF MOTOR VEHICLE**

8.1 The vehicle shall be used solely for official Government purposes by authorised Lessee personnel.

8.2 The Lessee shall comply with all applicable traffic laws, Ministry policies and roadworthiness requirements.

8.3 The Lessor shall permit the Lessee to install any security features required by the Lessee, including emergency "blue" lights and sirens, on the leased motor vehicle.

8.4 The Lessor shall not install any surveillance or remote monitoring systems on the leased motor vehicle.

## 9. MAINTENANCE AND REPAIRS

9.1 As stated in the Bid in **"Appendix A"**:

(i) the Lessor shall provide full maintenance works.

(ii) the Lessee shall be responsible for fuel, cleaning, periodic checks and reporting any defects promptly.

(iii) the Lessor will provide the Lessee with a replacement vehicle in the event of total loss or theft and while the vehicle is being maintained.

(iv) the Lessee shall not be held liable for any loss or theft referred to in Clause 9.1(iii) beyond accrued payments.

## 10. MUTUAL WARRANTIES

10.1 The Parties warrant that:

(i) they have the power to enter into the Lease and have obtained all necessary approvals to do so;

(ii) the execution, delivery and performance of the Lease does not violate the organizational 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 Lease constitutes a legal, valid and binding obligation on the Parties, enforceable against them on the basis of its terms and conditions.

## 11. LESSOR'S WARRANTIES, DUTIES AND OBLIGATIONS

11.1 During the term of the Lease, the Lessor's duties and obligations shall be to:

(i) meet, and time is of the essence as to, any performance dates specified by the Lessee;

(ii) perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Lessor's industry, profession or trade;

(iii) perform the Services utilizing all possible safeguards, precautions and protective measures to safeguard all persons;

(iv) co-operate with the Lessee in all matters relating to the Services, and comply with all instructions of

the Lessee;

(v) only use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Lessor's obligations are fulfilled;

(vi) ensure that all its personnel co-operate in absolute good faith with the Lessee;

(vii) obtain before the date on which the Services are to start and at all times, maintain during the term of this Lease, 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 Services;

(viii) provide all vehicles, equipment, tools, and other items required to provide the Services;

(ix) comply with all applicable laws, statutes, regulations and codes from time to time in force;

(x) observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Lessee's premises from time to time and that have been communicated by the Lessee. The Lessee reserves the right to refuse any of the Lessor's personnel involved in the provision of the Services access to the Lessee's premises which shall only be given to the extent necessary for the performance of the Services;

(xi) not do or omit to do anything which may cause the Lessee to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business; and

(xii) notify the Lessee in writing immediately upon the occurrence of a change of control of the Lessor.

11.2 The Lessor further represents and warrants to the Lessee as follows that:

(i) 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 services to which the Lease relates;

(ii) 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 Lease by the Lessor;

(iii) 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 Lease; and

(iv) it has not violated and will not violate the Lessee's applicable guidelines for business conduct regarding the offer of inducements to the Lessee's employees or agents of which the Lessee informs the Lessor prior to Lease execution.

11.3 The provisions in Clause 8 shall survive any delivery, inspection, acceptance, payment or performance pursuant to the Lease and shall extend to any replacement, repaired, substitute or remedial vehicles or

equipment provided by the Lessor.

12. **LESSEE'S DUTIES AND OBLIGATIONS**

12.1 During the term of the Lease, the Lessee's duties and obligations shall be to:

(i) make payments to the Lessor in accordance with the terms and conditions set forth in this Lease for the Services;

(ii) provide access to the Lessor's representatives for the delivery of the vehicle and to carry out the Services at any reasonable time or as specified in this Lease;

(iii) co-operate in absolute good faith with the Lessor and not prevent or obstruct the proper performance of the Lessor in the execution of its duties or the provision of the Services hereunder;

(iv) provide all documents that are reasonably required by the Lessor to perform the Services without delay; and

(v) reply within a reasonable time to all requests made by the Lessor.

13. **CONDUCT OF PERSONNEL**

13.1 Any personnel of the Lessor who acts in a manner determined by the Lessee to be detrimental, abusive or offensive to any member of staff of the Lessee may be asked to leave the premises and may be suspended from entering the premises.

14. **INSURANCE**

14.1 The Lessor shall have in place and maintain at all times during the period of the performance of the Lease fully comprehensive motor vehicle insurance coverage with a reputable insurance company (hereinafter called "**the insurance policy**").

14.2 The insurance policy coverage should cover all liabilities that may arise under or in connection with this Lease and the Lessor shall produce to the Lessee upon request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of the insurance policy.

14.3 If the insurance policy expires before the term of the Lease, the Lessor shall immediately provide the Lessee with a copy of the renewed insurance certificate which shall expire no earlier than the date scheduled for completion of the Lease.

14.4 The cost of the insurance policy arising under Clauses 14.1, if applicable, shall be deemed to be included in

the Total Lease Sum.

14.5 The inspection of vehicles and the acquisition of the Inspection Certificate for all vehicles, where required, is the sole responsibility of the Lessor.

## 15. LIABILITY

15.1 The Lessor shall be liable to the Lessee for the provision of the Services in accordance with the terms and conditions of this Lease and for any loss suffered by the Lessee as a result of the negligence, default, omission, recklessness and/or any breach of this Lease by the Lessor subject to the following limitations:

(i) the Lessor 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 Lessor, its employees, agents, personnel or sublessors; and

(ii) the Lessor shall not be liable for loss or damage caused by or arising out of Force Majeure as described in Clause 20.1.

## 16. INDEMNIFICATION

16.1 The Lessor shall defend, indemnify, protect, save and hold harmless the Lessee and its personnel from and against any and all suits, claims, demands and damages of whatsoever kind or nature for loss, injury, damage, death of any person, or other liability caused as a result of or in connection with or arising out of any negligent act, default, error, omission or recklessness of the Lessor, its employees, agents or sublessors in the performance of the Services under the Lease or for any breach of lease by the Lessor, its employees, agents or sublessors, 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 performance of the Services resulting in any successful claim by any third-party.

## 17. PROTECTION OF THE PERMANENT SECRETARY

17.1 The Lessor for itself and its assigns and the Lessee (but not so as to impose any personal liability on the Permanent Secretary, Office of the Attorney General) mutually covenant that they will each perform and observe the several terms and conditions of the Lease to be performed and observed by them respectively hereunder.

17.2 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 Lease.

18. **AUTHORIZED REPRESENTATIVES**

18.1 The Lessee shall designate a qualified person as the "Lessee Representative" who shall be the named representative in Clause 33 during the term of the Lease. The Lessee agrees not to change its Lessee Representative without giving reasonable written Notice to the Lessor.

19. **ASSIGNMENT AND SUBLEASING**

19.1 Neither Party shall assign, sublease or otherwise transfer the Lease 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.

19.2 Any attempt to assign or sublease the Lease without written consent referred to in Clause 19.1 shall be void and of no effect. Notwithstanding the foregoing, the Lessor shall be permitted to assign the Lease to any successor in title or the entity into which the business or assets of the Lessor to which the Lease relates may be merged, acquired, consolidated or recognized or any entity which may purchase all or substantially all of such business assets. The Lease shall be binding upon and shall enure to the benefit of the Parties hereto and their respective successors and permitted assigns.

19.3 If the Lessor obtains the Lessee's approval for the subleasing of the Services or any part thereof, the Lessor shall:

(i) provide to the Lessee and keep up-to-date as necessary any information about sublessor the Lessee may reasonably require;

(ii) ensure that the sublessor carries out its obligations in accordance with the Lease;

(iii) regularly monitor the performance of the sublessor and take prompt corrective action to remedy failures of performance; and

(iv) remain at all times liable under the Lease for the subleased services and for any acts or omissions of its sublessors.

20. **FORCE MAJEURE**

20.1 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, 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 Lease (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.

20.2 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.

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

## 21. CONFIDENTIALITY

21.1 The Lessor agrees and undertakes that it shall at all times keep any confidential information that it has acquired in consequence of the negotiation of this Lease 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 information and agrees not to publish, disclose, give, transmit, or otherwise make available any information in whole or in part, except as otherwise provided by this Lease or as consented to in writing by the Lessee.

21.2 The Lessee's confidential information and all personal information shall remain in the control and possession of the Lessee at all times. The Lessor shall ensure that the personal information is protected by appropriate safeguards in accordance with the provisions of the Data Protection Act Chapter 22:04 of the Laws of the Republic of Trinidad and Tobago.

21.3 The restriction at Clause 21.1 shall survive the termination or expiration of this Lease 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 Lessor.

21.4 The Lessor shall inform its employees, agents and sublessors of the Lessor's obligations under the provisions of this Clause 21 and ensure that the obligations are met.

## 22. TERMINATION

### 22.1 Termination by The Lessee

The Lessee may at any time terminate the Lease by giving to the Lessor **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 Lessor fails to remedy a failure or breach in the performance of its obligations hereunder;

(ii) if the Lessor 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 Lessor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 29.3 hereof;

(iv) if the Lessor submits to the Lessee a statement which has a material effect on the rights, obligations or interests of the Lessee and which the Lessor knows to be false;

(v) if, as a result of Force Majeure, the Lessor is unable to perform a material portion of the Services for a period of not less than **thirty (30) calendar days**;

(vi) if either Party exercises the option to renew but the Parties are unable to agree to the terms and conditions of a new agreement before the expiration of this Lease; or

(vii) if the Lessee, in its sole discretion and for any reason whatsoever, decides to terminate the Lease.

### 22.2 Termination by the Lessor

The Lessor may at any time terminate the Lease herein by giving to the Lessee **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 (v) hereof:

(i) if the Lessee fails to make any payment due under Clause 6 of this Lease, the Lessor shall write to the Lessee to request payment for the outstanding amount owed within **thirty (30) calendar days**. If the outstanding amount remains unpaid by the end of that Notice period, the Lessor shall have the right to terminate this Lease;

(ii) if the Lessee is in material breach of non-pecuniary obligations under this Lease and has not remedied same after having received **thirty (30) calendar days'** written Notice from the Lessor specifying the breach, the Parties may negotiate for an extended period of time within which to remedy the default. If the material breach continues after the extension of time, the Lessor shall have the right to terminate this Lease;

(iii) if, as a result of Force Majeure, the Lessor is unable to perform a material portion of the Services for a

period of not less than **thirty (30) calendar days**;

(iv) if either Party exercises the option to renew but the Parties are unable to agree to the terms and conditions of a new agreement before the expiration of this Lease; or

(v) if the Lessee fails to comply with any final decision reached as a result of arbitration pursuant to Clause 32.3 hereof.

22.3 Upon termination of the Lease under Clauses 22.1 or 22.2 hereof, and subject to the obligation of the Parties to reduce expenditure to a minimum as contained in Clause 23.2 the Lessor 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 Lease.

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

## 23. CESSATION

23.1 Upon termination of the Lease pursuant to Clause 22 or upon completion of the Lease 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 21; and

(iii) any right that a Party may have under the Laws of the Republic of Trinidad and Tobago.

23.2 Upon termination of the Lease by notice of either Party to the other pursuant to Clauses 22.1 or 22.2 hereof, the Parties 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.

## 24. SEVERABILITY

24.1 In the event that any one or more of the provisions contained in this Lease 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 Lease.

## 25 VARIATION OF LEASE

25.1 The Lessor and the Lessee shall not be bound by any variation or addition to the terms and conditions of this Lease except as agreed by both Parties in writing and signed by the representatives of the Parties.

## 26 CONFLICT OF INTEREST

26.1 The Lessor 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 Lease.

26.2 The Lessor, for itself and on behalf of its Personnel, hereby attests that it neither has nor anticipates having any interest (other than those stated herein), commercial, familial, or otherwise, in the award of this Lease for the provision of the Services.

## 27 REPORT

27.1 The Lessor shall submit to the Lessee any reports relating to the performance of the Lease that may be reasonably requested in connection with the progress of the Services and/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 Lease and to adopt all reasonable measures to ensure the realization of the objectives of the Lease.

28.2 The Parties recognize that it is impractical to provide for every contingency which may arise during the life of the Lease, and the Parties hereby agree that it is their intention that the Lease shall operate fairly as between them and without detriment to the interest of either of them.

## 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 Lease or the interpretation thereof.

29.2 **Right to Mediation**

Any dispute between the Parties as to matters arising from this Lease 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 Chapter 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 Lease 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 Chapter 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

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

## 31 RENEWAL

31.1 Either Party may give the other written notice of its intention to exercise its option to renew at least three (3) month prior to the end of the term of this Lease.

31.2 Upon the receipt of notice by either Party of the other Party's intention to renew the Lease, the Parties may, by written agreement, renew this Lease, in whole or in part, pursuant to the terms and conditions of this Lease provided always that the Lessor reserves the option to renew the Lease at an increased lease sum which, in any event, shall be negotiated by the Parties.

31.3 If upon the expiration of the Lease the Parties have not agreed on the terms and conditions of a new agreement, the Lessor shall provide the Services to the Lessee on a month-to-month basis in accordance with the terms and conditions of this Lease until such time as a new agreement is executed by the Parties or either Party terminates the Lease in accordance with Clause 22.1 (vi) or Clause 22.2 (iv).

## 32 ENTIRETY OF LEASE

32.1 This Lease supersedes all prior agreements, arrangements and understandings between the parties and constitutes the entire Lease between the parties relating to the subject matter hereof. No addition to or modification of any provision of this Lease shall be binding upon the Parties unless made by a written instrument signed by a duly authorized representative of each of the Parties.

32.2 The Parties acknowledge that the Lease contains the whole lease 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 Lease 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 Lessee:**

Ms. Indira Rampaul-Cheddie
Permanent Secretary
**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 Lessor:**

……..
……
……..
…….

Phone Number: (868) ……

Email Address: …….

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 Lease, 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 Lease 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 of 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 Lease 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 Lease 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 Lease 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 Trinidad and Tobago
in the presence of:

Signature of Witness: _____
Name of Witness: _____
Address of Witness: _____
Occupation of Witness: _____

SIGNED BY }

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 Vehicle | 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 LEASING OF A VEHICLE FOR 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 Lease Agreement 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 Lease Agreement, 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 LEASING OF A VEHICLE FOR 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:<br>Contact:<br>Nationality:<br>Résumé: [*Please attach at end of this form]* |
| Name of Directors/Owners/Principal 2: | Address:<br>Contact:<br>Nationality:<br>Résumé: [*Please attach at end of this form]* |
| Name of Directors/Owners/Principal 3: | Address:<br>Contact:<br>Nationality:<br>Résumé: [*Please attach at end of this form]* |
| *[Add additional rows as necessary for other Directors/ Owners/ Principal]* | Address:<br><br>Contact:<br><br>Nationality:<br>Résumé: [*Please attach at end of this form]* |

**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: *Day/Month/ Year* | *[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]* |
| Company Profile with General Experience (information on Joint Venture partners to also be included, if applicable) | *[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 vehicle leasing industry.* |
| Is this a Joint Venture? YES/ NO | *[If YES, please provide copy of the Joint Venture agreement at the end of this form.]* |

## 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 vehicle leasing 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$): |
| Country:<br>Location within the country: | Duration of assignment (months) |
| Name of Client: | Approx. value of the services provided by your firm under the contract (in TT$): |
| Address: | Start date (month/year): Completion date (month/year): |
| Narrative description of the Project: | |
| Contract Sum: [*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* | |
| Description of actual services provided by the Proponent within the assignment: | |
| Client Reference:<br>Name:<br>Title:<br>Contact No.:<br>Email address:<br>Website address: | |

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

[*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 vehicle 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.*

*All operating procedures, safety precaution instructions and care and maintenance procedures for the vehicle should be provided upon contract commencement.*

2. *Work Schedule:*

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

| *Vehicle Delivery Schedule* | | |
|---|---|---|
| *Date of Delivery* | *Vehicle Specification* | *Vehicle Registration Number* |
| | | |
| | | |
| | | |
| | | |
| | | |

| *Vehicle Maintenance Schedule* | | | |
|---|---|---|---|
| *Vehicle Registration Number* | *Vehicle Specification* | *Mileage* | *Proposed Maintenance as per mileage* |
| | | | |
| | | | |
| | | | |
| | | | |

***3.*** *Project Organization and Staffing:*

*In this section, you should list the designated personnel for administration of contract, and provide resumes of these personnel.*

***4.*** *Quality Assurance Compliance*

*In this section, you are to provide details of any mechanisms to allow for internal technical and quality assurance compliance.*

**C) Bidder's Questionnaire**

## The Leasing of One (1) Motor Vehicle at the Office of the Attorney General.

Potential suppliers are advised to read all instructions carefully since failure to comply may result in not being considered as eligible to partake in the bidding process.

## Purpose of Questionnaire

The Office of the Attorney General is seeking to engage the services of a suitably qualified supplier for the leasing of one (1) minibus for three (3) years.

**Definitions and Interpretations**

1. The "Client" means the Office of the Attorney General, or anyone acting on behalf of the Office of the Attorney General, the procuring entity which is seeking to invite suitable candidates to participate in this procurement process.
2. "You" / "Your" means the Supplier or its agent completing this Standard Selection Questionnaire i.e., the legal entity responsible for the information provided.
3. "Supplier" means any party or potential party to procurement proceedings with the procuring entity, the Office of the Attorney General.

**Instructions:**

1. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply, please state 'N/A'.
2. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.

| Question Number | Question | Response |
|---|---|---|
| 1(a) | Are you registered with the appropriate professional or trade register(s) specified for this procurement? | Yes ☐<br>No ☐<br>N/A ☐ |
| 1(b) | If you responded yes to 1(a), please provide additional details of what is required, confirmation that you have complied with this and, if evidence of compliance is available, please state issuing body and reference number. | |
| **Technical Evaluation** | | |
| 2. | Please provide the following:<br>Minibus<br>(a) Vehicle license plate no.<br>(b) Registration Class<br><br>Also indicate the vehicle model and origin which constitute those in your fleet, as well as the mileage. | |
| 3. | Please provide detailed specifications for the following components for the vehicle you propose to lease to the Office of the Attorney General:<br>- Engine (type, capacity, fuel type, emissions standard);<br>- Suspension system;<br>- Transmission system;<br>- Wheel braking system. | |
| 4. | Kindly indicate the vehicle's:<br>- Length, width and height;<br>- Wheelbase;<br>- Ground clearance;<br>- Turning radius. | |
| 5. | Please describe the vehicle seating arrangements, including:<br>- Number of seats;<br>- Whether seats are adjustable;<br>- Availability and type of seatbelts. | |
| 6 | Please provide details on intended insurance provider and further details of coverage plan and Motor Traders Policy. | |
| 7. | Are your employees trained to repair and maintain Hybrid vehicles? | Yes ☐<br>No ☐ |
| 8. | Do you offer 24/7 roadside assistance?<br><br>If yes, is the roadside assistance offered in-house or through a third-party? | Yes ☐ No ☐<br><br>In-House ☐<br>Third Party ☐ |
| 9. | Describe your repair and maintenance management program. | |

| | | |
|---|---|---|
| | What routine maintenance services are included in the vehicle supply? | |
| 10. | Please indicate whether:<br>- The vehicle must be delivered by the Ministry to your service centres; or<br>- You provide a concierge of vehicle collection and return service.<br>If applicable, please state whether this service attracts an additional cost. Please also state the amount of this additional cost. | Delivery ☐<br>Concierge Service ☐ |
| 11. | Is the manufacturer's warranty covered for the entire lease term and the mileage limit? | Yes ☐<br>No ☐ |
| 12. | Are repair and maintenance services provided in-house or through authorised third-party service providers? | In-House ☐<br>Third Party ☐ |
| 13. | Are body works to be undertaken in-house or by a third-party? | In-House ☐<br>Third Party ☐ |
| 14. | Are wrecking services provided in-house or through a third-party service provider? | In-House ☐<br>Third Party ☐ |
| 15. | Are all replacement parts genuine Original Equipment Manufacture (OEM) parts? | Yes ☐<br>No ☐ |
| 16. | If non-OEM parts are used, are they approved by the vehicle's manufacturer? | Yes ☐<br>No ☐ |
| 17. | Do your maintenance services comply with manufacturer specifications and local regulatory requirements? | Yes ☐<br>No ☐ |
| 18. | Describe the bidder's process and requirements for handling maintenance or repair services that are not covered by bidder's vehicle maintenance program. | |
| 19. | Describe bidder's insurance and accident services, and risk management programs. | |
| 20. | Describe the bidder's process and timeline for selection and delivery of leased vehicles. | |
| 21. | Do you have adequate contingency replacement/ exchange vehicles (as part of your fleet) for use while leased vehicle is under maintenance or repair? | Yes ☐<br>No ☐ |
| 22. | Will detailed service records be provided for the vehicle? | Yes ☐<br>No ☐ |
| 23. | Are maintenance costs fixed or subject to escalation? If so, please explain the escalation mechanism. | Yes ☐<br>No ☐ |
| 24. | Is the vehicle equipped with remote monitoring GPS tracking services? | Yes ☐<br>No ☐ |
| 25. | Please describe any surveillance or vehicle monitoring systems installed or available (e.g. telematics, driver behaviour monitoring, anti-theft systems). | |

| | | |
|---|---|---|
| 26. | What key performance indicators (KPIs) do you use to measure maintenance service quality? | |
| 27. | Explain bidder's process for managing and resolving complaints for all parties involved. | |

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay, I will provide the certificates and/or documentary evidence referred to in this document except where this documentation can be accessed by the Office of the Attorney General on the Procurement Depository or it already possesses the documentation.

I declare that the information uploaded unto the Procurement Depository is true and accurate.

I understand that the information will be used in the selection process to assess my suitability to participate further in these procurement proceedings.

I understand that the Office of the Attorney General may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware that misrepresentations of my qualifications would result in me being disqualified these procurement proceedings.

Declarant's name:

Declarant's Signature:

Name of Organisation:

Role in organisation/Occupation:

Phone number:

Address:

Email address:

Date:

Organisation's stamp/seal:

Witness Name:

Witness Signature:

Occupation:

Name of Organisation:

Address:

Contact No.:

Date:

*[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) Evidence of pre-qualification in relevant line of business;
7) Annual return for 2025/2026;
8) Valid National Insurance Compliance Certificate (or Letter of Exemption) issued in accordance with the National Insurance Act;
9) Valid Value Added Tax Clearance Certificate (or Letter of Exemption) issued by the Board of Inland Revenue;
10) Valid Income Tax Compliance Certificate (or Letter of Exemption) issued by the Board of Inland Revenue;
11) Manufacturer's Authorisation Letter, where applicable (see sample letter attached)/ Documented evidence of being able to meet requirements for the services being offered; and
12) 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) 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)_____

## E) 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:

## F) 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 LEASING OF A VEHICLE TO THE OFFICE OF THE ATTORNEY GENERAL, AGLA TOWER, GOVERNMENT CAMPUS PLAZA*

ITB Ref #: ITB#6/2026

ITB Date: 4th September, 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)