



**TAG 2025 -01**

**Request for Proposal (RFP)**

**The Development of a Strategic Plan  
and Human Resource Consultancy**

**Services for Tobago Agri-  
Technology Services Limited  
(TAGS)**

DESCRIPTION	DATE & TIME
PRE-BIDDING MEETING	5 <sup>th</sup> June 2025 @ 10:00 AM
CLOSING DATE	26 <sup>th</sup> June 2025 @ 1:30 PM
CLARIFICATION	11 <sup>th</sup> June 2025 @ 12:00 PM
OPENING DATE	26 <sup>th</sup> June 2025 @ 1:40 PM

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Part A: INVITATION

Ref#: TAGS 2025-01

Dear Sir/Madam,

**RE: RFP for The Development of a Strategic Plan and Human Resource Consultancy**

Reference is made to the captioned matter above.

Tobago Agri-Technology Services Limited (TAGS) hereby invites tender submissions for a **Development of a Strategic Plan and Human Resource Consultancy** for the Tobago Agri-Technology Service Limited. The provision of services shall be governed by the terms and conditions of the draft Contract contained in this Invitation To Tender (ITB) document.

A copy of the ITB is attached to this Letter for your careful review and consideration in preparation for submission of your Tender.

**A. Acknowledgement of Invitation**

Proponents are asked to email their acknowledgment to this RFP using the Tender Acknowledgement Form (Appendix B) to [Lizanne.greenidge@tha.gov.tt](mailto:Lizanne.greenidge@tha.gov.tt) by **28<sup>th</sup> May 2025 at 12:30 P.M.**

**B. Pre-Bidding Meeting**

TAGS will coordinate a **MANDATORY** Pre-Bidding Meeting at the **Shirvan Administrative Complex** located at Shirvan Road, Shirvan, Tobago. This Pre-Bidding Meeting is scheduled for **5<sup>th</sup> June 2025 and will commence at 10:00 A.M.**

**C. Submission of Tender**

**One (1)** original, **four (4)** hard copies and **one (1) soft copy** (via flash drive) of the Tender Package must be placed into **one (1) sealed envelope**, labelled in accordance with Instructions to Proponents of the RFQ documents, and delivered into the appropriately labelled Tender Box located in the **TAGS OFFICE**, on the First Floor of the address below, by no later than **26<sup>th</sup> June 2025 at 1:30 P.M.**

**Shirvan Administrative Complex  
Corner Milford and Shirvan Road,  
Shirvan, Tobago.**

A Proponent requiring clarification of the contents of this ITT Documents must notify TAGS in writing by email to the following email address, [lizanne.greenidge@tha.gov.tt](mailto:lizanne.greenidge@tha.gov.tt)

The Proponent's requests for clarifications must be titled "REQUEST FOR INFORMATION-TAGS 2025-01 RFP "For the Development of a Strategic Plan and Human Resource Consultant". The request must be specific, must refer to the project title, specific section and clause and must be sequentially numbered. Inquiries must be received no later than **11<sup>th</sup> June, 2025 at 12:00 P.M.**

TAGS does not bind itself to accept the lowest cost of this or any Tender Submission also, the company reserve right to cancel this RFP at any time prior to the acceptance of the successful submission.

Respectfully,

Lizanne Greenidge  
Interim Public Procurement Officer  
TAGS.

- END -

## **BACKGROUND INFORMATION**

The Tobago Agri-Technology Services Limited (TAGS) was established with a clear mandate: to revolutionize agriculture in Tobago through the integration of technology and stakeholder collaboration. Recognizing the urgent need to enhance food production and achieve food security, TAGS was indemnified as a strategic response to the challenges faced by local farmers, agribusinesses, and the wider agricultural sector.

From its inception, TAGS has been committed to bridging the gap between traditional farming practices and modern Agri-Technology solutions. By leveraging innovative techniques, data-driven decision-making, and sustainable practices, the organization aims to increase agricultural efficiency, productivity, and resilience.

A key pillar of TAGS' growth has been its strong focus on stakeholder engagement. Collaborating with farmers, policymakers, researchers, and technology providers, TAGS fosters an ecosystem where knowledge-sharing and technological advancements drive agricultural success.

As part of its mission to support food security and sustainability, TAGS actively participates in major agricultural events, including World Food Day and the annual Agri-Tech Summit. These platforms allow TAGS to showcase cutting-edge solutions, educate stakeholders, and advocate for policies that strengthen Tobago's agricultural future.

**VISION-** *To boost Food Production in order to achieve Food Security (for Tobago) through the efficient use of Technology and Engagement of all Stakeholders.*

**MISSION-** *Agricultural Growth through Technology and Stakeholder Collaboration, thereby fostering Food Security for a sustainable future*

Tobago Agri-Technology Services Limited is desirous to engage a suitably qualified firms or individuals to submit a Request For Proposal (RFP) for the development of a Comprehensive Strategic Plan and Human Resource consultancy services to establish an Organizational Structure for the Company.

A well-defined strategic plan is critical to our continued growth and effectiveness in advancing agricultural technology in Tobago. Additionally, a complementary organizational structure will enhance our efforts in talent identification, workforce planning, and project execution aligned with our mandate.



## SCOPE OF SERVICE

The selected consultant/s or firm will be responsible for delivering:

1. Assessment of Current Operations:

- Conduct a thorough evaluation of TAGS' existing business practices.
- Identify areas for improvement in alignment with industry best practices.
- Provide Recommendation

2. Strategic Direction:

- Develop a clear and actionable strategic direction for TAGS.
- Ensure alignment with the company's vision, mission, and long-term goals.

3. Human Resource Strategy and Organizational Development:

- Formulate a Human Resource strategy that optimizes employee and organization productivity.
- Provide recommendations on recruitment, professional development, and retention strategies.
- Develop an organizational structure that aligns with the company's strategic objectives.

## SCHEDULE

The Firm must be able to commit and undertake the service within a **three (3) months** Period.

## ELIGIBILITY

A bidder, and all parties constituting the bidder, shall meet the following criteria to be eligible to participate in public procurement:

- a) Tenderers are eligible to bid as individual, partnership, firms, company or joint ventures.
- b) the bidder **must** be registered in the Office of Procurement Regulator's (OPR) Procurement or TAGS under \$75000.00 internal depository;
- c) the bidder has the legal capacity to enter into a contract;
- d) the bidder is not:
  - i. insolvent;

- ii. in receivership;
  - iii. bankrupt; or
  - iv. being wound up, administered by a court or judicial officer;
- e) the bidder's business activities have not been suspended;
- f) the bidder is not the subject of legal proceedings for any of the circumstances in (d);
- g) the bidder has fulfilled his or her obligations to pay Taxes and National Insurance Contributions;
- h) the Directors and/or Principal Officers have not been convicted for any criminal offences;
- i) the Tenderer is domicile on the island of Tobago as this is a **Selective Tender**;
- j) the bidder must have the necessary professional qualifications and competence, financial resources (*required to show available finances*), managerial capability, reliability, experience and personnel to perform the procurement contract; and
- k) the bidder must meet relevant industry standards/memberships requirements.

## FORMAT OF TENDERS

- (a) Tenders shall comprise of a **Single-Envelope System**, this means a single envelope containing both the financial and technical/quality information for evaluation.
- (b) Alterations or erasures on any tender shall be initialed by the Tenderer or, in the case of a company or firm, by a duly authorized officer or employee of such company.

## TENDER SUBMISSION INSTRUCTIONS

Each tenderer is to only submit documents requested in a neat format with each section properly separated and tabbed together with a table of contents for ease of access **in the order stated hereunder**. All submissions must be neatly bonded. The Division reserves the right to reject any tender that has not been properly bonded, tabbed or in an order different from that stated below or submission of any loose pages:

- a) **A cover page** outlining the name of the Tenderer, date and signature of person making submission on behalf of the Tenderer.
- b) **Completed Tender Submission Form (TSF)** - Tenderers are to print the detached

**Appendix C in duplex style** (i.e. back and front), read carefully, insert the information required, and provide the necessary attachments as recited in the paragraphs in the Tender Submission Form (TSF). Tenderer must sign and stamp their TSF

- c) **Proof of Register entity** – Tenderers are required to submit a copy of their business registration or a copy of their certificate of incorporation along with a list of **all** directors.
- d) **Valid VAT, NIS and BIR** certificates of compliance from the business entity.
- e) **Registration-** Tenderer business entity must be registered with the Office Procurement Regulation (OPR)
- f) **Utility bill** demonstrating evidence of Tenderers location. Where any utility bill is not in the name of the tenderer, such as where the tenderer is a tenant or licensee, a letter from the person whose name appears on the utility bill certifying that the Tenderer is a lessee or licensee. Utility bill must not be more than three (3) months old.
- g) **Past Experience-** Tenderers must provide **two (2)** previous contracts or letter(s) of award/signed or purchase orders from Government agencies demonstrating that the tenderer has undertaken works of a **similar nature**, within the past twelve (12) years. Tenderer must attach Scope of Works/Service for works completed. Where any past experience contracts/letter of award is submitted from a private company or a private individual it **MUST** be proved, by being attached to a Statutory declaration from the client on whose behalf the work was undertaken. The declaration must come from the client and not the Tenderer and be notarized by a Commissioner of Affidavits. The statutory declaration shall be in a format as prescribed by Schedule III (a) – company or Schedule III (b) – private individual.
- h) **Past Performance** - Two (2) references from the same clients from which letters of awards/contracts/purchase orders were issued above. Reference must include name and contact information of client, the start and end date of contract and the **performance of your company** in undertaking the works.
- i) **Financial Capacity** –Tenderers can provide a current statement (not older than two (2) months) or letter from a **recognized financial institution** demonstrating

finances **available** to pay technical staff for three (3) months period. Letters must state the exact figures **available or range available**. Tenderers shall also submit a listing of all ongoing (current) project/s (if any) at *Appendix E*.

- j) **Methodology and Implementation Plan** - Clearly outlining timelines and deliverables for the requested service. The plan must include the specific tasks for the service. It should identify detailed descriptions of the procedures and methods to complete all tasks in order to satisfy the objectives/needs identified in the required scope.
- k) **Project Team**- Tenderer is required to submit the names and copies of qualifications for the key technical personnel who will perform the services and indicate and who the Team Leader is, who are supporting and roles and responsibilities of each person.
- l) The Division shall (if required) make enquiries and or visits to ensure the validity of the works represented in the contract/letter. If award is found to be misrepresenting any facts, it shall be summarily rejected without notice.
- m) **No additional information** is to be submitted other than that requested above. Any additional information not requested shall not be taken into account or June result in disqualification.
- n) Each requested attachment must be placed under the respective labelled cover page and tabbed, to provide for easy access.
- o) **No additional information** is to be submitted other than that required by the TSF.
- p) Where there are any inconsistencies between words and or figures in the TSF and its annexures, those stated in the TSF shall override that stated in the annexures.
- q) Tenderer must read and sign Ethical Code of Conduct for Suppliers and Contractors, which indicates you have read and agreed to the terms and condition outlined therein.

All tenders must be submitted in sealed envelopes, labelled in **BOLD** letter and addressed as follows:

**The Interim General Manager**  
**Tobago Agri-Technology Service Limited (TAG)**  
**TAGS 2025– 01**

## **Request for Proposal (RFP) for the Development of a Strategic Plan and Human Resource Consultancy**

And deposited in the tender box (Box Opening dimensions are approx. 14" long x ¾" wide) located in the Procurement Unit on the Second /Floor of the Division's Main Office Building at MILSHIRV Administrative Complex, Shirvan Road, Shirvan, Tobago, on or before **26<sup>rd</sup> June 2025 at 1:30 P.M.**

Tenderers MUST submit **one (1) original, four (4) copies and a soft copy (via flash drive)** of their bids in **One (1) Envelope**. The envelope of the original bid MUST be labelled as "ORIGINAL" in BOLD font and the envelopes containing copies MUST be labelled "COPY". Envelopes must be properly sealed with the Tenderer's returning address and contact number at the back of the envelope.

**Tenderers MUST also affix their company's stamp at the front of the Envelope, the Bill of Quantities (Appendix A) and on the Tender Submission Form (Appendix C) and duly signed by the Principal.**

### **TENDER OPENING**

Tenders shall be opened at Division's Main Office Building, MILSHIRV Administrative Complex, Shirvan Road, Shirvan Tobago and a virtual link for the opening will be given to each Tenderer when submission is made. Tender submissions will be open publicly on the **26<sup>th</sup> June 2022 at 1:40 P.M. ALL tenderers are welcome to attend.**

### **PRE-BIDDING MEETINGS**

TAGS will coordinate a **MANDATORY** Pre-Bidding Meeting at Shirvan Administrative Complex located at Shirvan Road, Shirvan , Tobago on **5<sup>th</sup> June 2025 and will commence at 10:00 A.M.**

## EVALUATION CRITERIA

CRITERIA	SCORE	EVIDENCE
Neatly bonded Tender Submission	Mandatory	Must have a cover page and table of content.
Attendance to Pre-Bidding Meeting	Mandatory	<b>Signed Attendance Register.</b>
Completion of the Tender Submission Form (TSF) in manner specified by this Invitation	Mandatory	Completed TSF, including annexures.
Firm must be a registered business entity	Mandatory	Business Registration/ Incorporation certificate and Notice of Directors.
Compliance with VAT, BIR and NIS laws	Mandatory	Compliance certificate from the relevant authorities.
Registered and with OPR	Mandatory	Business name must be listed on the OPR's depository.
Firm has experience in undertaking works of similar nature as in this ITT	Mandatory	Two (2) previous contracts/letters with scope/purchase order of similar nature and not older than eight (8) years.
Past performance	Mandatory	Two (2) references from the same clients from which letters of awards/contracts/purchase orders were issued above. Reference must include name and contact information of client, the start and end date of contract and the performance of your Firm in undertaking the works.
Professional Certification	Mandatory	At least one person within the company/firm must be a valid member (must be listed on membership website) of the Institute of Surveyors Trinidad and Tobago ((ISTT) or Royal Institute of Chartered Surveyors (RICS) for the year 2024.
Financial capacity to undertake the company/firm operation cost for a three (3) months period.	Mandatory	Bank reference letter or bank statement( not older than 2 months) demonstrating evidence that the Firm has the financial capacity to undertake the service contract. The letter must state to the value or range <b>available</b>
Statement of Truth	Mandatory	Tenderers must sign and submit their Statement of Truth Declaration ( <b>Appendix D</b> ).
Ethical Code of Conduct for Contractors and Suppliers	Mandatory	Tenderer must read and sign Ethical Code of Conduct for Contractors and Supplier, which indicates you have read and agreed to the terms and condition outlined therein at <b>Appendix F</b> .

- I. Tenderers who have NOT met ALL mandatory selection criteria shall not be considered for award criteria.**
- II.** The TAGS does however retain a separate right to waive irregularities in the tender submission if in the TAGS's discretion if such irregularities are of a minor technical nature or relate to defects.
- III.** Where none of the tenderers have met the criteria stated above, the TAGS retains the right to relax or waive any of the tender requirements, whether it be material or not, so long as waiving such requirement is not unfair to any tenderer who "but for" the waiver, would have submitted a different offer and shall not be prejudicial for any of the other tenderers.

## AWARD CRITERIA

<b>Experience</b> Experience in similar works as those in this tender proposal in the form of two (2) contracts or 2 letter of award not more than eight (8) years old. Scope of service should be submitted within contracts/letter of award.	25%
<b>Methodology and Implementation plan</b> Clearly outlining timelines and deliverables for the requested service. The plan must include the specific tasks for the service. It should identify detailed descriptions of the procedures and methods to complete all tasks in order to satisfy the objectives/needs identified in the required scope..	20%
<b>Project team</b> Tenderer is required to submit the structure of the organization along with resume and copies of qualifications of the key technical personnel that will perform the services, indicating who the Team Leader is, who are supporting, etc. and roles and responsibilities of each person.	40%
<b>Total Technical Score</b>	85%
<b>Detail Price Breakdown</b>	15%
<b>Total</b>	<b>100</b>



**Tenderers must achieve over 50% in EACH award criteria, to be considered for the award of the procurement contract.**

Price score will be calculated as follows – Lowest (compliant bidder) Tender Price/Tenderers

Price x 15% Total Score = Technical Score + Price Score

Abnormally low bids notwithstanding its Price score shall be summarily rejected.

## **REQUESTS FOR ADDITIONAL INFORMATION**

Tenderers requiring a clarification of the bid documents **MUST** do so by contacting the Procurement Unit **ONLY** by sending an email to the following email address: [lizanne.greenidge@tha.gov.tt](mailto:lizanne.greenidge@tha.gov.tt). All queries should be addressed to:

**Lizanne Greenidge**  
**Public Procurement Officer**  
**Tobago Agri-Technology Service Limited (TAGS)**  
**Procurement Unit**

Replies to any request for clarification or additional information (including all previous requests) shall be circulated to all parties participating in this tender process via the THA'S website.

## **AWARD OF CONTRACT**

The contract will be executed following successful negotiations with the top-ranked, or subsequent Proponent, and the fulfilment of TAGS requirements for the creation of binding legal relations, including its internal approval process. The successful Tenderer and TAGS shall make every effort to execute the formal contract within fourteen (14) days from the date of the Letter of Award.

Unsuccessful Tenderers will be so notified as soon as possible after the award of contract.

## **STANDSTILL PERIOD**

Once a decision is taken to accept a successful submission and prior to Award of Contract, the Company will enter into a Standstill Period of **three (3) working days**. During this time, TAGS shall notify each supplier or contractor who presented submissions of its decision to accept the successful submission at the end of this period.

This notice shall contain the following information:

- a) the name and address of the supplier or contractor presenting the successful submission;
- b) the contract price; and

c) the duration of the standstill period as set out in this solicitation document.

## **TERMS OF PAYMENT**

The successful supplier shall be paid 100% within twenty-eight (28) days of receipt of invoice, against completion of services and finalization and acceptance of deliverables of TAGS

## **BID VALIDITY PERIOD**

Bids shall be valid for a period of at least Ninety (90) calendar days as per the Form of Tender.

## **NO CONTRACTUAL OBLIGATIONS**

This is an Invitation to Tender. No contractual obligations will arise between TAGS and any Tenderer until and unless TAGS and a Tenderer enters into a formal, written contract for the Tenderer to provide the services contemplated in this Tender Document. The Tenderer agrees that while the offer is made in accordance with the provisions of this invitation to treat, the TAGS reserves the right to vary and or amend contractual terms, with mutual consent of the TAGS and the successful tenderer.

## **LATE TENDERS**

Late tenders will not be accepted under any circumstances. TAGS reserves the right to reject any or all tenders, in whole or in part, to negotiate changes in the scope of works and waive any technicalities as deemed in its best interest.

## **NO CLAIM FOR COMPENSATION**

Except as expressly and specifically permitted in this Tender document, no Tenderer shall have any claim for any compensation of any kind whatsoever, as a result of participation in the ITT, and by submitting a tender each Tenderer shall be deemed to have agreed that it has no claim.

## **CONFLICT OF INTEREST**

The TAGS will ensure there is no Conflict of Interest in this tender. As such, any direct family relationship involving Tenderers and Members of Division's Management and Staff must be fully disclosed. A member and/or officer of the TAGS or the relative of any such person shall not tender for the supply of items and or services stated herein. For the purposes of this tender the term "*relative*" means the father, mother, brother, sister, son or daughter of a person and includes the spouse of a son or a daughter of such person.

## **RIGHTS OF THE TOBAGO AGRI-TECHNOLOGY SERVICE LIMITED (TAG).**

In addition to the rights expressly hereinbefore referred to, the following additional rights accrue -

- (a) TAGS reserves the right to reject any or all bids without limiting the generality of the foregoing, a Bid will be summarily rejected if it is conditional, if it is incomplete, obscure, or irregular, if it has erasures or corrections in the Cost Schedule, or if it has unit rates that are obviously unbalanced.
- (b) TAGS reserves the right to reject a Bid, which does not provide satisfactory evidence that the proponent has the technical, physical and financial resources to complete the work within a specified contract period.

- (c) TAGS reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to Award of Contract, without thereby incurring any liability to the affected. Further, the Division does not have any obligation to inform the affected proponent or proponents of the grounds for the action.
- (d) TAGS June declare the bidding void when none of the bids meet the intent of the specifications or when it is evident that there has been a lack of competition and or that there has been collusion. In addition, all bids June be rejected if they are substantially higher than the official budget approved by the Division.
- (e) TAGS does not bind itself to accept the lowest or any offer or to reimburse proponents for any expenses incurred in bidding.

#### **GOVERNING LAW**

All applicable laws in the Republic of Trinidad and Tobago will apply to any resulting agreement.

-End-

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## APPENDIX A

## APPENDIX B

### TENDER ACKNOWLEDGEMENT FORM

**TO:** Interim, Public Procurement Officer, TAGS.

**TENDER:** Request for Proposal: TAGS 2025-01 Request for Proposal for the Development of a Strategic Plan and Human Resource Consultancy

☐ (Yes) We \_\_\_\_\_ have received  
(Company Name)

the Invitation to Tender and hereby confirm our intent to submit a tender for the above captioned.

**or**

☐ (No) We \_\_\_\_\_ have received  
(Company Name)

the Invitation to Tender for the above captioned and hereby respectfully decline to bid for the following reason(s):

Dated this.....day of.....20.....

.....  
Signature

In the capacity of .....

Company Stamp

Note: To be completed and emailed to the Manager, Public Procurement Unit at [lizanne.greenidge@tha.gov.tt](mailto:lizanne.greenidge@tha.gov.tt) by 8<sup>th</sup> June, 2025 12:30 P.M.

## APPENDIX C

### TENDER SUBMISSION FORM

**Instructions: Detach, print back and front and place the necessary attachments under the respectively labelled cover pages. For instance attachment for certificate of incorporation should be placed under cover page “A”. Attachments must be tabbed for ease of access.**

1. I am ..... ,Managing Director/

Chief Executive Officer/Director and or authorized representative of

.....

.....

.....

(hereinafter referred to as “*the Tenderer*”). In so far as the contents of this application are within my personal knowledge they are true, otherwise they are true to the best of my knowledge, information and belief.

2. I make this submission in response to **Request for Proposal: TAGS 2025-01 Request for Proposal for the Development of a Strategic Plan and Human Resource Consultancy**

3. Legal status:

☐ Limited Liability ☐ Registered Sole Trader ☐ Unregistered Sole trader

☐

☐ Unincorporated association ☐ Partnership

A true copy of the **firm’s incorporation/registration** document and **Notice of Directors/Registered owner** are hereto annexed in a bundle and marked “A”.

4. Address of Tenderer:

.....

.....

.....

.....

A true copy of a utility bill evidencing the location of the firm is hereto annexed and marked “B”.

5. Name, Position, Email Address and Contact No. of person authorized to represent firm:

.....

.....

.....

6. The Tenderer **[is/is not]** in compliance with all applicable statutory laws relating to Value Added Tax, Income Tax and NIS Compliance. True copies of its **VALID** VAT Clearance Certificate (where applicable), BIR Tax Clearance Certificate and a NIS compliance certificate, are hereto annexed in a bundle and marked “C”.

7. I **[certify/cannot certify]** that the Directors and or Officers of the Tenderer have not been the subject of any fraud, money laundering, terrorist financing, corruption or participation in criminal affairs investigations. I further certify that the said persons have not been convicted for any criminal offences and can produce police certificates of good character within fourteen (14) days if required to do so.

8. I certify that the Tenderer **[is/is not]** Bankrupt or is the subject of insolvency or winding-up proceedings, where the organization’s assets are being administered by a



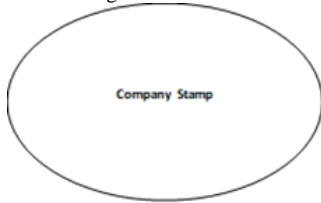
liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of Trinidad and Tobago or any other jurisdiction.

9. The Tenderer **[has/does not have]** two (2) letters of award/signed contracts/purchase orders from past and or current clients (within the last eight (8) years) demonstrating the Tenderer's experience in supplying services of a similar True copies of the documentation are hereto annexed in a bundle and marked **"D"**.
10. The Tenderer **[has/does not have]** two (2) letters of reference from the same two (2) clients referred to in paragraph 9 hereof, on its performance, specifically addressing its performance on past or current contracts. True copies of the letters are hereto annexed and marked **"E"**.
11. The firm has access to, or has available, liquid assets, , and or other financial means to meet its operational cost for **at least months period of** TT\$.....  
.....(VAT Inclusive) and as recited in paragraph 13 hereof, net of the applicant's commitments for other contracts. A true copy of bank reference letter/ two (2) month bank statement is hereto annexed and marked **"F"**.
12. The Tenderer **[makes/does not make]** this offer in accordance with the terms, stipulations, conditions, warranties, representations and or obligations recited in the Invitation to Tender document together with the Pre-Bidding Meeting undertaken and further provided in this tender submission form.
13. The Firm undertakes to provide the original certificates for the copies submitted, if requested

to do so by TAGS within two (2) days of a request being made..

14. The Firm acknowledges that until a formal contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall **not** constitute a binding contract between the Division and the Firm.

\_\_\_\_\_  
Authorized Signature



## APPENDIX D

### STATEMENT OF TRUTH

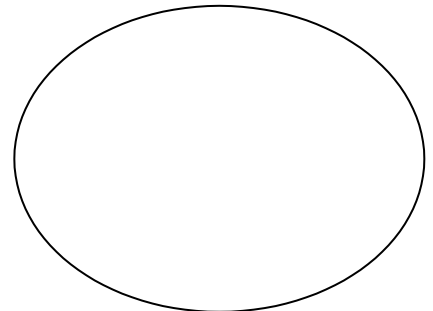
I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will be used in the selection and award process to assess my organization's suitability to be selected for this tender. I also acknowledge that the THA's authorized representative shall make any enquiries concerning the particulars of my submissions, if necessary.

I understand that the THA June reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information. I understand further that any discrepancies in the answers provided and the evidence demonstrated June result in automatic disqualification now and for future tender opportunities from the THA.

Dated this.....day of..... 2025

.....

**Authorized representative on behalf of the Firm**



**Name of Firm - .....**

**Seal**

.....

## APPENDIX E

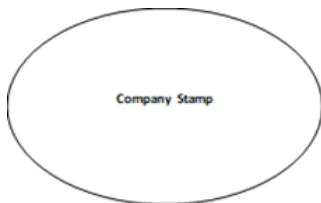
### LIST OF ONGOING CONSULTANCY

No	Project Name	Project Location	Client Name	Duration of Contract	Rate of Completion	Contract Sum \$ TTD

Name : \_\_\_\_\_

Position : \_\_\_\_\_

Signature : \_\_\_\_\_



## INDEX OF ANNEXURES SUBMITTED ON BEHALF OF FIRM

No	Description	TAB	Page number
1	Certificate Of Incorporation And Notice Of Directors/Partners	A	
2	Utility Bill	B	
3	Vat, BIR and NIS Clearance Certificate	C	
4	Letters of Award/Signed Contracts	D	
5	Letters of reference	E	
6	Bank references	F	
7	Price Breakdown	G	
8	Ethical Code of Conduct for Contractors and Suppliers	H	
8	Statement of Truth	I	

Dated this.....day of..... 2025

-----  
Authorized Representative

For and on behalf of

.....

.....

.....

**SCHEDULE III(A)**  
**STATUTORY DECLARATION (PRIVATE COMPANY)**

**REPUBLIC OF TRINIDAD AND TOBAGO IN THE MATTER OF THE**  
**STATUTORY DECLARATIONS ACT CHAPTER 7:04**

I, \_\_\_\_\_, Director and

(Name of director)

Authorized representative of

(Name of company)

a company duly incorporated and continued under the Companies Act 1995, with its registered

office situate at

(Address of company)

the Island of Tobago/Trinidad in the Republic of Trinidad and Tobago, make oath and say as follows:-

1. I am the authorized representative of \_\_\_\_\_

(Name of Company)

and duly authorized to give this declaration on its behalf.

2. The facts hereto deposed are true and correct and within my personal knowledge and belief save where otherwise stated to be based on information, in which case I verily believe same to be true and the source reliable.

3. I hereby certify that the signed contracts/letters of award or purchase orders hereto annexed and that have been submitted by the Bidder in response to the Division's Tender is a true representation of works the Bidder has undertaken for this company and that the Bidder was not terminated for any reason related to and or ancillary to material non – performance. There is now produced and shown to me a true copy of the contract(s) hereto annexed and marked "J".
4. I have had my Attorney-at-Law explain to me and I fully understand the consequences, ramifications and implications of the aforesaid declaration.
5. I have deposed this declaration of my own free will, voluntarily and as a free and independent person without any threats, intimidation, promises and or inducement from anyone and after receiving legal advice and I hereby declare that I am mentally sound and in full control of my mental capacity, mind and body.
6. I, make this declaration conscientiously believing the same to be true and according to the Statutory Declarations Act, and I am aware that if there is any statement in this declaration which is false in fact, which I know or believe to be false or do not believe to be true, I am liable to fine and imprisonment.

Declared at )  
this day )  
of 2025 )

Before me,

COMMISSIONER OF AFFIDAVITS

**SCHEDULE III (B)**  
**STATUTORY DECLARATION (PRIVATE INDIVIDUAL)**

**REPUBLIC OF TRINIDAD AND TOBAGO**

**IN THE MATTER OF THE STATUTORY DECLARATIONS ACT CHAPTER 7:04**

I, \_\_\_\_\_  
\_\_\_\_\_  
(Name of person)

\_\_\_\_\_ of  
\_\_\_\_\_  
(Occupation of person)

\_\_\_\_\_  
\_\_\_\_\_  
(Address of person)

the Island of Tobago/Trinidad in the Republic of Trinidad and Tobago, make oath and say as follows:-

1. The facts hereto deposed are true and correct and within my personal knowledge and belief save where otherwise stated to be based on information, in which case I verily believe same to be true and the source reliable.
2. I hereby certify that any signed contracts/letters of award or purchase orders hereto annexed that have been submitted by the Bidder in response to the Division's tender is a true representation of works the Bidder has undertaken for me personally and further that the Bidder was not terminated for any reason related to and or ancillary to material non – performance. There is now produced and shown to me a true copy of the signed contract(s) hereto annexed and marked “K”.



3. I have had my Attorney-at-Law explain to me and I fully understand the consequences, ramifications and implications of the aforesaid declaration.
4. I have deposed this declaration of my own free will, voluntarily and as a free and independent person without any threats, intimidation, promises and or inducement from anyone and after receiving legal advice and I hereby declare that I am mentally sound and in full control of my mental capacity, mind and body.
5. I, make this declaration conscientiously believing the same to be true and according to the Statutory Declarations Act, and I am aware that if there is any statement in this declaration which is false in fact, which I know or believe to be false or do not believe to be true, I am liable to fine and imprisonment

Declared at )  
this day )  
of 2025 )

Before me,

COMMISSIONER OF AFFIDAVITS

**APPENDIX E: ETHICAL CODE OF CONDUCT FOR CONTRACTORS AND SUPPLIERS**



**DIVISION OF FOOD SECURITY, NATURAL RESOURCES, THE ENVIRONMENT AND SUSTAINABLE DEVELOPMENT**

**ETHICAL CODE OF CONDUCT FOR CONTRACTORS AND SUPPLIERS**

*Adopted from the General Guidelines – Ethical Code of Conduct for Supplier & Contractors – Office of Procurement Regulation*

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# INTRODUCTION

## PURPOSE & OBJECTIVE

1. Public procurement in Trinidad and Tobago is governed by the Public Procurement Retention and Disposal of Public Property Act 2015 as amended ("the Act"), Regulations, Handbook and Guidelines and Directions issued by the Office of Procurement Regulation ("the OPR").
2. The values enshrined in section 5 of the Act namely, accountability, integrity, transparency, value for money, efficiency, fairness, equity and public confidence, serve as overarching values to which adherence is required by all suppliers/contractors of goods and services to a public body participating in public procurement.
3. Unethical practices and its concomitant threats of conflict of interest, fraud, collusion and corruption must be considered to be major threats to the above-mentioned objects of the Act. In this respect, this guideline aims to encourage the adoption of good practices and set the minimum standards of ethical behavior and conduct of suppliers/contractors engaging or seeking to conduct business with a public body. It however, does not anticipate every ethical dilemma or situation one may encounter.
4. The guideline is being issued pursuant to Section 13 (c) and Section 30 of the Act. It is to be noted that this guideline complements the Act and the Regulations and does not replace any part of the Act or the Regulations or any other Law.

## SCOPE AND APPLICABILITY

5. This guideline shall apply to all suppliers/ contractors and their agents:
  - I. Participating in public procurement or disposal of public property;
  - II. Engaging or seeking to conduct business with a public body.

## COMPLIANCE AND MONITORING

6. To ensure that the principles and obligations stipulated in the Act, Regulations and this Guideline are complied with,
  - I. All named procurement officers shall observe the rules of and communicate the content of this guideline to suppliers/ contractors ; and
  - II. All suppliers/contractors shall observe the rules of and communicate the content of this guideline to their agents, including employees, subcontractors and subsidiaries who may be engaged in procurement proceedings with a public body;
7. The content of this guideline shall be communicated in the relevant local language and in a manner that is understood by all.

8. Suppliers/ contractors engaging in business with public bodies shall operate in full compliance with the laws of Trinidad and Tobago. The provisions of this guideline shall be deemed to be incorporated by reference into the standard bidding documents of procuring entities and shall therefore be binding on suppliers/contractors who shall commit to the same by duly signing the form set out in Appendix 1.
9. The OPR shall, on its own initiative or upon receipt of a complaint, consider, inquire into, investigate and or institute ineligibility proceedings in accordance with section 41 and section 58 of the Act and [Public Procurement and Disposal of Public Property ( Ineligibility Proceedings) Regulation 2021 ].
10. In accordance with [Public Procurement and Disposal of Public Property ( Ineligibility Proceedings) Regulation 2021 ] a public body June submit a report to the OPR on any breaches by suppliers/ contractors of this guideline and any action taken against the breach.

#### CONSEQUENCES FOR NON- COMPLIANCE

11. Breach of this guideline June provide grounds for,
  - i. Rejection or revocation of a bid, tender or proposal by a procuring entity;
  - ii. Being placed on the ineligibility list thereby debarring suppliers/contractors from participating in procurement proceedings for a stated period; or
  - iii. The establishing the commission on an offence.

### OBLIGATIONS OF SUPPLIERS/ CONTRACTORS

#### PROFESSIONALISM

12. A supplier/contractor shall maintain the highest standards of integrity and professionalism in their operations and when engaging in business with a public body.
13. A supplier/ contractor shall comply with professional standards of their industry or of any professional body of which they are members. Where a supplier/contractor is a member of a professional body, the supplier/contractor shall uphold the code of ethics of the respective profession and be of good professional standing.

#### FAIR AND TRANSPARENT PRACTICE

14. A supplier/contractor shall act in a manner that is transparent, fair, accountable and honest, and shall not engage in any act that June promote or encourage patronage, tribalism, cronyism and nepotism or any other form of preferential treatment towards personnel of a public body who are directly or indirectly involved in the procurement proceedings, conducted by a public body or personnel who June be in a position to influence the outcome thereof including but not limited to an elected or appointed officer.
15. A supplier/contractor shall act with honesty and integrity in all their engagements and transactions with a procuring entity, ensuring that all the information and certifications

provided, as well as the statements made, are true.

16. A supplier/contractor shall respond to solicitations by a procuring entity in an honest, fair, and comprehensive manner, accurately reflecting their capacity to satisfy the requirements set out in the bid or contract documents.
17. In accordance with section 34 of the Act, a supplier/ contractor shall ensure that the bid price reflects the ability of the supplier/contractor to successfully perform the procurement contract and is not abnormally low.
18. A supplier/contractor shall perform the obligations of the contracts efficiently and effectively and ensure that competent persons carry out its contractual obligations.
19. A supplier/ contractor shall accept full responsibility for all works, services or supplies provided to a procuring entity.

#### GIFTS, FAVOURS AND OTHER BENEFITS

In accordance with Section 59 of the Act:-

20. A supplier/contractor shall not solicit, offer, give, receive, grant, promise or represent to offer, gratuity in any form, gifts, money, any form of employment, service or any other thing of value, either directly or indirectly, with intent of gaining an advantage or a concession for himself or any other person, to any public body, personnel of a public body or personnel who June be in a position to influence the outcome thereof including but not limited to an elected or appointed officer.
21. A supplier/contractor shall not approach, contact, unduly influence or exert pressure on any member of a committee or any other employee of a procuring entity to take a particular action which favors or tends to favor them, or in respect of any matter that is before that procuring entity or that is expected to come before that procuring entity.

#### PROHIBITION AGAINST CORRUPT, FRAUDULENT, COERCIVE, COLLUSIVE AND UNETHICAL PRACTICES

22. A supplier shall report to the OPR and/or any other relevant agency any procurement practice which might be deemed improper.
23. A supplier/contractor shall not engage in bid rigging or in any form of fraudulent, collusive, corrupt, coercive, and or unethical practices, or inappropriate influences. For the avoidance of doubt, a supplier/ contractor shall not:
  - i. engage in, nor be a party to, agreements, arrangements, business practices or conduct that are anti-competitive and designed to establish prices at an artificial, non-competitive level, prior to or after bid submission, that would deprive the procuring entity of the benefits of free and open competition.
  - ii. misrepresent facts in order to influence a procurement exercise, manipulate the tender

- process, or the execution of a contract to the detriment of a public body.
- iii. deliberately harm or threaten to harm, either directly or indirectly, personnel of a public body or their property, to influence their participation in procurement proceedings, or to affect the execution of a contract.
- iv. engage in any obstructive practices either by deliberately destroying, falsifying, altering or concealing evidence material to an investigation, or making false, statements to an inquiry, in order to materially impede an investigation.

#### CONFIDENTIALITY

- 24. A supplier/contractor shall respect the confidentiality of information received in the course of performing a contract and shall not disclose the same or use such information for material gain or the furtherance of its private interest.
- 25. A supplier/ contractor shall preserve the confidentiality of information in accordance with contractual requirements or the prevailing law and even after the business or contractual relationship with the procuring entity has been determined.

#### CONFLICT OF INTEREST

- 26. . A supplier/contractor shall declare and disclose all potential, apparent and/or actual conflict of interest to the accounting officer and the named procurement officer of a public body in writing.
- 27. A supplier/ contractor shall not enter into a contract with a procuring entity where the supplier or contractor is an associate, an employee of/ member of staff or person who has a direct influence on the decision of the procuring entity.
- 28. Where the supplier/ contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which June indicate that there June be an actual or apparent violation, promptly bring such information to the attention of the public body; and shall cooperate with the public body's review and investigation of such information and comply with the instructions it receives from the public body in regard to remedying the situation.

#### LABOUR, HUMAN RIGHTS AND SOCIAL RESPONSIBILITY

- 29. A supplier/contractor shall not engage in forced or compulsory labour in all its forms.
- 30. A supplier/contractor shall respect and adhere to the working time of employees in accordance with the laws of Trinidad and Tobago and or any collective agreements or other contractual agreements between the parties
- 31. A supplier/contractor shall pay at least the minimum wage or the appropriate prevailing wage, whichever is higher, comply with all legal requirements on wages, and provide any fringe benefits required by laws of Trinidad and Tobago or contract.
- 32. A supplier/ Contractor shall not evade or attempt to evade payment of taxes imposed in

accordance with section 119 of the Income Tax Act.

#### HEALTH, SAFETY AND ENVIRONMENT

33. . A supplier/contractor shall provide a safe and healthy workplace setting and comply with the Occupational Safety and Health Act of Trinidad and Tobago.
34. A supplier/contractor shall adopt responsible measures to mitigate negative impacts that the workplace has on the environment.
35. A supplier/ contractor shall strive to use durable products, reusable products and products (including those used in provision of services) that contain the maximum level of postconsumer waste, post-industrial and/or recyclable content, without significantly affecting the intended use of the goods or services, in order to contribute to waste reduction and to increase the development and awareness of sustainable and environmentally sound procurement, wherever possible.
36. A supplier/contractor shall utilize strategies to deliver the product or service that minimizes the emissions and discharges of pollutants and generation of waste.
37. A supplier/contractor shall obtain, maintain, and keep current all environmental permits, approvals, and registrations.
38. A supplier/ contractor shall adhere to all applicable laws and regulations regarding the restriction of specific substances in products and manufacturing and will take particular care to restrict and/or avoid the use of the “hazardous substances” in products.

-END-



## APPENDIX1— DECLARATION AND COMMITMENT

I ..... declare that I have read and fully understood the contents of the PUBLIC  
[Name of Supplier/Contractor]

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.

### SUPPLIER'S INFORMATION

**Job Title:**

.....

**Name of Business :**

.....

**Office Address:**

.....

**Telephone No:**

.....

**E-mail Address:**

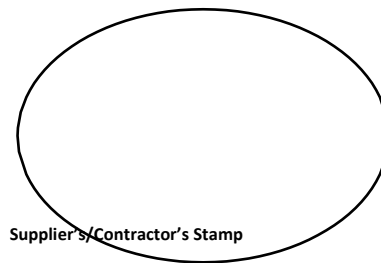
.....

**Officer's Signature:**

.....

**Date:**

..... / ..... /2025  
DD / MM / YYYY



Supplier's/Contractor's Stamp

\_\_\_\_\_  
(Proprietor's Signature)

## APPENDIX 3 – EXAMPLES OF GIFTS

Gifts and entertainment include for example:

- Gratuities
- Favour
- Meals
- Attending sporting, social and cultural events
- Lodging/accommodation
- Loans and loan guarantees
- Discounts or favourable terms on any product or service
- Services
- Prizes
- Transportation
- Use of vacation facilities
- Shares or other securities or participation in share offerings
- Home improvements
- Tickets to cultural, social or sporting events
- Gift certificates

**SAMPLE CONTRACT**  
**REPUBLIC OF TRINIDAD AND TOBAGO**

**AGREEMENT**

**Between**

**TAGS**

And

**XXXXXXXXXXXXXXXXXXXXXXXXXX**

For **XXXXXXXXXXXXXXXXXXXXXXXXXXXX**

This Agreement is made in duplicate this XXXX day of XXX, XXXX BETWEEN the TOBAGO HOUSE OF ASSEMBLY, (a Body Corporate established under section 141 of the Constitution of the Republic of Trinidad and Tobago) and having its registered office at the Administrative Complex, Calder Hall, in the island of Tobago and acting by its Administrator in the Tobago Agri-Technology Service Limited (TAG), Milshirv Administrative Complex, Shirvan, in the Island of Tobago (hereinafter called the "Client") of the ONE PART and XXXXXXXXXXXX a company duly incorporated under the Companies Act. Chap. 81:01, Act No. 35 of 1995 as amended of XXXXXXXXXXXX (hereinafter called the "Contractor") of the OTHER PART.

**WHEREAS:**

- A. The Client is desirous of obtaining XXXXXXXXXXXX at XXXXXXXXXXXXXXXX.
- B. The Consultant is engaged in the business of XXXXXXXXXXXXXXXX and provides services in that area and holds itself out to be competent and expert in said services.
- C. The Client invited the Consultant to submit a tender for the project and having examined the Contractor's tender and subject to the terms and conditions hereinafter contained is satisfied that they appear to meet its requirements.
- D. By letter of award dated XXXXXXXXXXXX the Client advised the Contractor that it had been awarded a contract to carry out the XXXXXXXXXXXXXXXX at XXXXXXXXXXXX.

NOW **THEREFORE**, the Client and the Consultant each in consideration of the other's undertakings herein agree as follows:

**1. The Works**

The Contractor agrees to perform the Works in conformance with the Scope of Works attached to this Agreement and incorporated into it as **Appendix A** for the XXXXXXXX at XXXXXX (hereinafter the "Works").

**2. Commencement and Completion**

The Contractor shall commence the Works on XXXXXXX, and shall complete said Works within XXXXXXX from the commencement date being no later than XXXXXXX.

### **3. Contract Price**

- i. As consideration for the Works to be rendered by the Contractor under this Agreement, the Client shall pay to the Contractor the total contract price of **XXXXXXXXXXXX** (hereinafter the “Contract Price”) for all labour, materials, equipment, tools, machinery, transportation, and other facilities and services to be furnished for the satisfactory completion of the Works.
- ii. A mobilization fee of thirty percent (30%) of the Contract Price, shall be paid to the Contractor upon execution of this Agreement, receipt of which the Contractor hereby acknowledges.
- iii. Ten percent (10%) of the Contract Price (the “Retainer Fee”) shall be retained by the Client and shall only be paid to the Contractor upon expiry of the Defect Liability Period, as defined herein below at paragraph five (5). Such amount shall be held by the Client as security for the performance of Contractor’s obligations hereunder. The Client shall release the Retainer Fee less the value of outstanding punch list items (punch list items shall be mutually agreed to between Client and Contractor in writing). Once the Contractor completes the punch list items, any remaining Retainer Fee shall be immediately released and paid to the Contractor.
- iv. The remaining seventy percent (60%) of the Contract Price shall be paid in full to the Contractor upon satisfactory completion of the Works and the Contractor’s receipt of a Certificate of Completion issued by the Client.
- v. The Contractor shall submit invoices for any amounts due in respect of the Works.
- vi. All invoices for the provision of the Works shall be accompanied by documentation as required by the Client to substantiate the invoices and shall become due and payable by the Client within sixty (60) days of receipt by the Client from the Contractor.

### **4. Warranties**

The Contractor agrees to promptly make good, without cost to the Client, any and all defects due to faulty workmanship and/or equipment which June appear within one (1) year from the date of completion and acceptance of the work by the Client (hereinafter the “Defect Liability Period”).

## **5. Termination and Settlement of Disputes**

- i This Agreement shall terminate automatically on completion of the Defect Liability Period or unless terminated prior to completion under this clause.
- ii. In the event of a dispute, relating to this Agreement, or breach thereof, either party shall serve written notice (“Notice of Dispute”) on the other giving particulars of the dispute and requesting a meeting to attempt to reach an amicable resolution of the dispute. The parties shall attempt to settle such dispute amicably during a period not exceeding fourteen (14) days (the negotiating period) of the Notice of Dispute.
- iii. If the parties fail to resolve the dispute during the negotiating period the parties shall submit the dispute to non-binding mediation and shall make a good-faith effort to resolve the dispute through the mediation process. In the event that the parties are unable to resolve their dispute through mediation after fourteen (14) days from the referral to mediation or such further period as the parties June mutually agree in writing, the parties shall have the right to recourse under the relevant law.
- v. **Termination for Convenience.** Either party June terminate this Agreement for any reason, including without cause, by giving the other party notice in writing of at least twenty-one (21) days from the effective date of termination. If the performance of the Works under this Agreement are terminated in accordance with this clause, the Client will pay for such Works satisfactorily performed prior to the effective date of termination. However, the Client shall not be liable for services performed after the effective date of termination. The Contractor shall not be reimbursed for any anticipatory profits or lost earnings.

## **6. Indemnity**

The Contractor shall indemnify and keep at all times during this period of this Agreement the Client and each and every officer of the Client from and against all actions, suits, proceedings, claims, demands, cost and expense whatsoever which June be taken or made against the Client and any of its said officers or be incurred or become payable by them or of them in any respect of any incident or occurrence associated with the Works for which the Client or its officers are not responsible or by reason of any negligence or breach by the Contractor of any of the conditions and stipulations on its part herein contained.

## **7. Permits, Fees, Taxes**

The Contractor shall secure all required statutory approvals for the performance of the Works.

## **8. Insurance**

The Contractor shall purchase and maintain at its own expense, all necessary workers' compensation and employer's liability insurance, commercial general liability insurance, and comprehensive automobile liability insurance to protect the Contractor from claims for damages because of bodily injury, including death, and for damages to property that June arise both out of and during operations under this Agreement.

## **9. Severability**

In the event that any of the provisions, or portions or applications thereof, of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the Client and the Contractor shall negotiate equitable adjustment in the provisions of this Agreement with a view towards effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions, or portions, or applications thereof, shall not be affected thereby.

## **10. Non Waiver of defaults**

- (i) Any failure by either party at any time to enforce the strict keeping and performance of any of the terms or conditions of this Agreement, or to exercise a right hereunder, shall not constitute a waiver of such terms, conditions, or rights and shall not affect or impair same, or the right of either party at any time to enforce the terms of the Agreement.
- (ii) No change in, addition to, or waiver of any of the provisions of this Agreement shall, be binding upon either party unless in writing signed by an authorized representative of such party. No requirement stated herein that an item be in writing June be waived except by means of a written instrument issued by the party. No waiver by either party of any breach by the other party of any of the provisions of this Agreement shall be construed as a waiver of any subsequent breach, whether the same or of a different provision of this contract.

## **11. Force Majeure**

- (i) For the purpose of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the

party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- (ii) Force majeure shall not include:
  - (a) any event which is caused by the negligence or intentional action of a party or such party's subcontractor agents or employees, nor
  - (b) any event which a diligent party could reasonably have been expected to both
    - (1) take into account at the time of the conclusion of this Contract and
    - (2) avoid or overcome in the carrying out of its obligations hereunder.
- (iii) Force Majeure shall not include insufficiency of funds to complete the works or failure to make any payment required hereunder.
- (iv) Neither party shall be liable for failure to perform any obligation arising under this Agreement, to the extent that any such failure to perform is caused by Force Majeure and which cannot in the ordinary course of events be remedied by the party invoking the existence of such a situation of Force Majeure.
- (v) A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible and in any event not later than seven (7) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall, at its cost and expense, do all things reasonably possible to remove or mitigate its effects and shall similarly give notice of the restoration of normal conditions as soon as possible.

## **12. Confidentiality**

- (i) Each party shall use its best efforts to keep in strict confidence and shall bind all its employees and agents to keep in strict confidence all the Client's background data and Contractor's information made available during the performance of this contract hereinafter collectively referred to "Confidential Information," unless the information:
  - a) is or becomes generally available to the public through no wrongful act of the Parties;
  - b) was in the possession of the Parties prior to the time it was acquired hereunder and was not acquired, directly or indirectly from the Parties or from others under an obligation of secrecy;



- c) is independently made available as a matter of right to the Parties by a third party without obligations of secrecy, provided that the Parties reasonably believes such third party did not acquire such information confidentially from the Parties; or
  - d) is required by law or in the course of legal proceedings to be divulged, provided that the Parties shall advise each other prior to any disclosure and shall afford each party the opportunity to object to said disclosure.
- (ii) The Parties shall not disclose Confidential Information to any third party or use it or any part thereof except in the performance of this Agreement. The Parties shall agree to limit access to Confidential Information to its employees, agents, representatives, who reasonably require such access for purposes of this contract. The Parties shall agree to use its best efforts in requiring that its, employees, agents, representatives, maintain the strictest confidence concerning Confidential Information.
- (iii) Upon completion of the Agreement or at the Client's request, the Contractor will return all Confidential Information (including all papers and documents and all copies thereof) which June have been furnished by the Client to the Contractor.

### **13. Notices**

Every notice, demand or other communication under this Agreement shall be in writing and June bedelivered personally or by letter or facsimile transmission dispatched as follows:

- i. If to the Client to its address specified below or to the following numbers:
 

Tobago Agri-Technology Service Limited (TAG)  
 Milshirv Administrative Complex  
 Shirvan  
 Tobago  
**Attn: Interim General Manager**  
 Phone No. : (868) **639-2264/1966, 660-7152 FAX (868) 639-1746/2570**
- ii. If to the Contractor to the address specified below or to the following numbers:
 

XXXXXXXXXXXXXXXXXX

**Attn: XXXXXXXXX**

Phone No.: XXXXXXXXX

Email: XXXXXXXXX

#### **14. Assignments**

The Contractor shall not assign any of its rights or duties under this Agreement without the prior consent in writing of the Client.

#### **15. Entire Agreement**

The following documents shall be deemed to form and be read and construed as an integral part of this Contract, namely:

- (a) Scope of Works hereto attached as Appendix A
- (b) Appendix to tender hereto attached as Appendix B

This Agreement and its Appendices constitutes the full understanding of the Parties, and supersedes all prior agreements and commitments with respect thereto. There are no other oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Agreement or specifically referenced hereby.

#### **16. Law and Jurisdiction**

This Agreement is governed by and shall be construed in accordance with the laws of Trinidad and Tobago.

#### **17. Amendments/Variations**

Any amendments or variations of the terms and conditions of this Agreement, including any modification of the scope of works or the Contract Price, June only be made by written agreement between the Client and the Contractor.

**IN WITNESS WHEREOF** the parties have set their respective hands this day and year hereinabove written.

**SIGNED by:**

\_\_\_\_\_  
**XXXXXXXXXXXXXXXXXX**

Interim General Manager  
On behalf of the said **TAGS**

In the presence of:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

Signature: \_\_\_\_\_

**AND SIGNED by:**

\_\_\_\_\_  
**XXXXXXXXXXXXXXXXXX**

A person duly authorized to sign  
on behalf of

**XXXXXXXXXXXXXXXXXX**

In the presence of

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

Signature: \_\_\_\_\_

**APPENDIX A  
SCOPE OF WORKS**

**APPENDIX B  
XXXXXXXXXXXXXXXXXXXXX  
TENDER SUBMISSION**