



# **TOBAGO HOUSE OF ASSEMBLY**

## **DIVISION OF HEALTH WELLNESS AND SOCIAL PROTECTION**

### **INVITATION TO TENDER**

**ITT Ref #: DHWSP 2024/25-002**

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**Supply and Installation of Advanced Network Equipment at the  
Probation Hostel (Lowlands)**

**SUBMISSION DEADLINE: TUESDAY 5<sup>TH</sup> AUGUST, 2025 AT 2:00PM**

| No. | Description                     | Date                              | Time     |
|-----|---------------------------------|-----------------------------------|----------|
| 1   | Site Visit (Mandatory)          | Thur. 17 <sup>th</sup> July, 2025 | 10:00 am |
| 2   | RFI Deadline                    | Tue. 22 <sup>nd</sup> July, 2025  | 2:00 pm  |
| 3   | Tender Acknowledgement Deadline | Tue. 29 <sup>th</sup> July, 2025  | 2:00 pm  |
| 4   | Tender Submission Deadline      | Tue. 5 <sup>th</sup> Aug. 2025    | 2:00 pm  |
| 5   | Tender Box Opening              | Tue. 5 <sup>th</sup> Aug. 2025    | 2:45 pm  |

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Part A: INVITATION

Our ref: **DHWSP 2024/25-002**

Dear Sir/Madam,

**Re: DHWSP 2024/25-002**

**ITT for Supply and Installation of Advanced Network Equipment at the Probation Hostel  
(Lowlands).**

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Reference is made to the captioned matter.

The Division of Health Wellness and Social Protection (DHWSP) hereby invites tender submissions for **Supply and Installation of Advanced Network Equipment at the Probation Hostel (Lowlands)**. The provision of the services will be governed by the terms and conditions of the draft Contract contained in Part 'F' of the Invitation to Tender (ITT) document.

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

**A. Acknowledgement of Invitation**

Tenderers are asked to email their acknowledgment to this ITT using the *Tender Acknowledgement Form (Appendix)* to [procurement.dhwsp@gov.tt](mailto:procurement.dhwsp@gov.tt) by Tuesday 29<sup>th</sup> July, 2025 at 2:00 pm.

**B. Site Visit**

The DHWSP will coordinate a site visit at the New Probation Hostel Site located at #6 All Fields Trace/Mahogany Avenue, Lowlands, Tobago. This site visit is scheduled for Thursday 17<sup>th</sup> July, 2025 at 10:00am

**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 **sealed envelopes**, labelled in accordance with *Instructions to Tenderers*, Clause 5 of the ITT documents, and delivered into the appropriately labelled Tender Box located on the Ground Floor of the Division's Main Office Building at the address below, **no later than Tuesday 5<sup>th</sup> August, 2025 at 2:00 pm.**

**#7 Montessori Drive  
Glen Road  
Scarborough, Tobago**

A Tenderer requiring clarification of the contents of this ITT Document must notify the DHWSP in writing by email to the following email address [procurement.dhwsp@gov.tt](mailto:procurement.dhwsp@gov.tt).

The Tenderer's requests for clarifications must be titled "**REQUEST FOR INFORMATION-DHWSP 2024/25-002**". 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 **Tuesday 22<sup>nd</sup> July, 2025 at 2:00 pm.**

The DHWSP does not bind itself to accept the lowest cost or any Tender Submission.

- END -

**For more information, please contact:**

Procurement Unit  
Division of Health, Wellness and Social Protection  
(868) 639-3395; Ext(s) 47230-5  
Email address: [procurement.dhwsp@gov.tt](mailto:procurement.dhwsp@gov.tt)

## BACKGROUND

The Tobago House of Assembly (THA) comprises two main arms, the Legislative Arm and the Executive Arm, comprising ten (10) Divisions; nine with particular remits plus the Office of the Chief Secretary, which oversees the others.

The Division of Health, Wellness and Social Protection (DWHSP) is accountable for the effective management and delivery of high quality, gender responsive health and social care, as well as environmental health services in Tobago. DWHSP ensures an enabling environment for our committed staff of professionals and partners locally, regionally and internationally, to understand and meet the health and social care needs of the people of Tobago, so as to protect the vulnerable and promote health, wellness and social protection.

## OBJECTIVES OF THE TENDER

The DHWSP is seeking a qualified and reliable proponent to the supply, installation, and maintenance of advanced network equipment at the Probation Hostel (Lowlands). The selected Proponent will be responsible for the end-to-end implementation process, including equipment supply, installation, configuration, and testing.

The project aims to ensure that the provision and installation of networking hardware meet our organization's requirements for performance, reliability, and security.

The DHWSP will conduct its procurement process in accordance with procurement best practice to ensure integrity, accountability, good governance, transparency and value for money.

## ELIGIBILITY

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

- a) the bidder **must** be registered in the Office of Procurement Regulator's (OPR) Procurement Depository in the Line of Business – **Information Technology Broadcasting and Telecommunications (43000000)** specifically:

**43222612 (Network switches)**

- b) the qualifying value category for this tender is **Level 2 (\$100,000.01 - \$2,000,000.00)**
- 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 within the past ten years of corruption or fraud related offences locally or internationally:-
  - i. as individuals; or
  - ii. as directors or officers of a company
- i) this is an **Open Tender** issued to Tenderers throughout Trinidad and Tobago.
- j) the bidder must have the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and personnel to perform the procurement contract; and
- k) the bidder must meet relevant industry standards.



## **Part B: SCOPE OF WORKS**

The Scope of Works for this Project would include the following:-

### **SITE ASSESSMENT**

- Conduct a comprehensive site survey to evaluate the physical requirements for installation.

### **EQUIPMENT SUPPLY**

- **1 42U APC Cabinet**
- **4 Cisco Catalyst 9200 48-port PoE+ 4x1G uplink Switch (Model C9200L-48P-4X-E):**
  - 48 Ports Manageable
  - Layer 3 Supported
  - Modular design
  - 4 SFP Slots
  - Supports Twisted Pair and Optical Fibre
  - Lifetime Limited Warranty
  - 3-year hardware warranty and technical support
- **4 48 Port Patch Panels:**
  - Modular patch panels (Cat 6)
- **8 Fibre Patch Cables:**
  - Multimode 50/125 OM3
- **4 CISCO Stacking Kits:**
  - Model: C9200L-STACK-KIT
- **4 CISCO Stacking Cables:**
  - Model: STACK-T4-3M
- **4 Power Supply:**
  - Model: PWR-C5-1KWAC
- **6 CISCO SFP Modules for fibre uplinks:**
  - Model: SFP-10G-SR
- **8 Fortinet Access Points:**
  - Model: FortiAP-U431F

- 3 Year Forticare Premium Support
- **1 Fortigate Firewall:**
  - Model: Fortigate FG-101F
  - 3 Year Forticare Premium Support
- **2 APC 3000 VA SMART UPS**

## **TECHNICAL REQUIREMENTS**

- **Switch Specifications:**
  - 48 Ports Manageable
  - Layer 3 Supported
  - Modular design
  - 4 SFP Slots
  - Supports Twisted Pair and Optical Fibre
  - Lifetime Limited Warranty
  - 3-year hardware warranty and technical support
- **Access Point Specifications:**
  - Model: FortiAP-U431F
  - 3 Year Forticare Premium Support
- **Firewall Specifications:**
  - Model: Fortigate FG-101F
  - 3 Year Forticare Premium Support
- **UPS Specifications:**
  - Model: APC 3000 VA SMART UPS

## **DOCUMENTATION**

- **Technical Documentation:** Provide detailed technical documentation, including system architecture, configuration settings, and troubleshooting guides.

## **SCHEDULE**

The successful contractor must be able to commit to undertake the works within **a maximum of (3) three months.**

## **SITE VISIT/PRE-BID SUBMISSION MEETING**

The DHWSP will coordinate a site visit at the **New Probation Hostel Site** located at #6 All Fields Trace/Mahogany Avenue, Lowlands, Tobago. This site visit is scheduled for **Thursday 17<sup>th</sup> July, 2025 at 10:00 am.**

Contractors are advised that the site visit is **MANDATORY** to ascertain the character, extent and nature of the works to be done, conditions of site, working space and access and allow in the tender for all such factors which may affect the execution of the works.

## **TERMS OF PAYMENT**

The proposed terms of payment for this tender is as follows:

|               |     |
|---------------|-----|
| Mobilization  | 30% |
| Final Payment | 70% |

The Final Payment would be made upon the successful completion of works and subsequent issuance of a completion certificate by the Head of the IT Department or an authorized member of the Division.

## **Part C: INSTRUCTION TO TENDERERS**

### **1. FORMAT OF TENDERS**

Tenderers are hereby invited to submit a Technical Proposal and a Commercial Proposal in a **Single Sealed Envelope**. The tender submission will form the basis for contract negotiations and ultimately for a signed contract.

### **2. TENDER ACKNOWLEDGMENT FORM**

Interested parties must indicate their intent to tender via the attached **Tender Acknowledgement Form. (Appendix)** This must be completed and emailed to the Procurement Unit - Division of Health, Wellness and Social Protection, #7 Montessori Drive, Glen Road, Scarborough, Tobago at: [procurement.dhwsp@gov.tt](mailto:procurement.dhwsp@gov.tt).

**The deadline for submission of the Tender Acknowledgement Form is Tuesday 29<sup>th</sup> July, 2025 at 2:00 pm.**

Acknowledgements must be signed by the person making the offer or in the case of a company, partnership or business firm, a duly authorized officer or employee of such organization.

### **3. PREPARATION OF TENDERS**

The Tenderer shall bear all costs associated with the preparation and submission of its Tender and the DHWSP will in no way be responsible or liable for such costs, regardless of the outcome of the evaluation process.

The original and the copies of the tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer.

There shall be no erasures or correction fluid applied to the Tender. All changes shall be “crossed off”, corrected and initialled by the Tenderer’s duly authorised representatives.

Tenders should be as thorough and detailed as possible so that the DHWSP may properly evaluate the proposer's capabilities to provide the required services. Tenderers are responsible for examining with care all the documents and information provided in this Request for Proposal (ITT) and will also be responsible for informing themselves of all relevant conditions, which may in any way affect their submission.

The Tender submitted by Tenderers and all correspondence and documents exchanged shall be written in the English Language.

**Submission Instructions:**

Tenderers who have participated in the mandatory site visit and completed the acknowledgement form are to submit their tender **in the order stated hereunder.**

**a) A Cover Page/Letter (Mandatory)**

- Outlining the name of the Tenderer
- The sum proposed in words (VAT to be written separately)
- The timeline proposed
- The warranty proposed (where applicable)
- Date and signature of person making submission on behalf of the Tenderer.

**b) Form of Tender (Mandatory)** – Contractor shall submit Commercial Proposal on the Form of Tender annexed in **Appendix**. Additionally, the cost proposed on the Form of Tender shall be supported by the **Cost Breakdown Sheet** provided and shall include unit prices, VAT (where applicable) and total tender price. Both documents must be signed and stamped.

**c) Document Submission Checklist (Mandatory)**

- This is to be completed by Tenderers and indicates all documents included in the proposal.  
(See **Appendix**)

**d) Table of Contents (Mandatory)**

e) **Statement of Truth (Mandatory)**

- Contractors shall complete the attached annexed in **Appendix (Mandatory)**

f) **Evidence of Business Registration (Mandatory)**

- Certificate of Incorporation/ Business Registration
- Articles of Incorporation
- Notice of Directors
- Notice of Address

g) **Evidence of Domicile (business address) in Trinidad and Tobago (Mandatory)**

- Utility Bill (WASA, T&TEC)
- Telephone/Mobile Bill (TSTT, Bmobile, Digicel)
- Authorized letter from a landlord

Documents must not be older than three (3) months.

h) **Evidence of Compliance with Legal Taxes (Mandatory)**

- VAT compliance certificate - Where applicable
- NIS compliance certificate – Where applicable
- Income Tax Clearance Certificate/BIR

Documents must be **VALID** at the close of tender.

i) **Evidence of Past Experience (Evaluated)**

- Tenderers must provide three (3) previously signed contract/letters of award in works of a similar nature and scale with attached Reference Reports. Clients must in their letters state the cost of the works done. If any of the submitted contracts or letters of award are from private entities or individuals, they must be accompanied by a Statutory Declaration from the client for whom the work was carried out.

- Tenderers must demonstrate a minimum of 5 years' experience in the installation and maintenance of similar works and scale.

(See **Appendix**) Statutory Declaration to declare that works were done to support the Reference Report of past experiences presented.

**j) Ability to Finance the Project (Evaluated)** - Tenders must demonstrate that they have the financial/other capacity to start and finish the project and are asked to provide financial/other evidence from:

- A recognized financial institution demonstrating the ability to finance the cost proposed in the tender. Letter must give a range, e.g. high five digits etc.

**Documents provided must not be older than three (3) months.**

**k) Methodology to Undertake Works (Evaluated)**

- A company profile and detailed description of the plan of action which outlines the use of all resources within the quoted time to deliver the desired project output. This plan should be sufficiently detailed utilizing a Gantt or other chart and should include the following:
- Identification of detailed descriptions of the hardware and software components to complete all tasks.
- System design and architecture
- Compliance with Specifications
- Implementation plan and timeline.
- Milestone-Based Project Timeline: Provide a detailed timeline with key milestones, including site assessment, equipment delivery, installation, system configuration, and final handover.
- Warranty and support services.
- Risk Management Plan- risk identification, risk assessment, and mitigation strategies, risk monitoring, risk reporting.
- Project Communication Plan- i.e. communication channels, reporting structures, project meeting schedule, point of contact and issue resolution.

1) **Key Personnel (Evaluated)**

- Name and resume of the Project Lead
- Name and resume of any other key personnel
- Relevant industry certifications, such as Certified Security Project Manager (CSPM) or equivalent
- Designated contact for the project who will be responsible for coordinating communication between the vendor and the Division of Health, Wellness, and Social Protection.

**No additional information** is to be submitted other than that requested above. Any additional information not requested shall not be taken into account or may result in disqualification. **All submissions must be neatly bound, numbered and MUST have the company stamp affixed.** The Division reserves the right to reject tender documents that are poorly assembled or tabbed and not in keeping with the specific order.

**4. REQUESTS FOR ADDITIONAL INFORMATION**

Bidders 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: [procurement.dhwsp@gov.tt](mailto:procurement.dhwsp@gov.tt) by **Tuesday 22<sup>nd</sup> July, 2025 at 2:00 pm**. All queries should be addressed to:

**Mr. Deon Mc Kain**  
**Manager, Public Procurement**  
**Division of Health, Wellness and Social Protection**

The Tenderer's requests for clarifications must be titled "**REQUEST FOR INFORMATION-DHWSP 2024/25-002**". Replies to any request for clarification or additional information (including all previous requests) shall be circulated to all parties participating in this tender process.

**5. SUBMISSIONS AND DUE DATE**

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



**Secretary of the Tenders Committee**  
**Division of Health Wellness and Social Protection**  
**Re: Supply and Installation of Advanced Network Equipment at the Probation Hostel**  
**(Lowlands)**

and deposited in the tender box located on the Ground Floor of the Division's Main Office Building, at #7 Montessori Drive, Glen Road, Scarborough, Tobago by **Tuesday 5<sup>th</sup> August, 2025 by 2:00 pm.** The box opening dimensions are approx.13" long x 1" wide. Tenderers are asked to take account of these dimensions in the packaging of their Tenders and submissions can be packaged separately so that they fit in the Tender box. Tenders that cannot be deposited into the designated Tender box will not be accepted.

Tenderers **MUST** submit **one (1)** original, **four (4)** hard copies and **one (1)** soft copy (via flash drive) of their tender package. 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 bidder's returning address and contact number at the back of the envelope.

Tenderers **MUST** also affix their company's seal at the front of the Envelope, Moreover, the company's seal must be affixed to all pages of the bid submission and duly signed by the Tenderer. The DHWSP, may, at its sole discretion, extend the deadline stated above by issuing an amendment, in which case all Tenderers would be notified in writing and shall therefore be subject to the new deadline as extended.

**Kindly ensure that the Tender Submission Sheet is completed upon submission of your tender package.**

## **6. CHANGE TO TENDER DOCUMENTS**

Any clarification or change to these Tender Documents, prior to the closing date specified herein will be made only by written addenda issued by the DHWSP to each potential Tenderer as at the date the clarification or change was made.

The DHWSP will not be held responsible for any interpretations made by Tenderers as a result of information received by any means other than by written addenda. Each addendum, shall become a part of these Tender Documents and is deemed to be communicated once issued.

## **7. LATE TENDERS**

Late tenders **WILL NOT** be accepted under any circumstances. The DHWSP reserves the right to reject any or all tenders, to negotiate changes in the scope of services and waive any technicalities as deemed in its best interest.

## **8. TENDER OPENING**

Tenders shall be opened virtually on **Tuesday 5<sup>th</sup> August, 2025 at 2:45 pm**. Tenderers when signing the Tender Submissions Sheet **MUST** clearly write their emails so that the link can be forwarded to all tenderers. The Division of Health, Wellness and Social Protection shall not be held responsible for contractors failing to attend this session.

## **9. CANCELLATION OF THE ITT PROCESS**

The DHWSP reserves the right to cancel the ITT process in its entirety for any reason and at any time without incurring liability for any loss and/or damages by any tenderer. Notice of such cancellation will be communicated to all participating firms.

## **10. BID REJECTION**

Notwithstanding anything to the contrary which may be contained or implied in this ITT, the DHWSP does not bind itself to accept the lowest Tender and further reserves the right to reject any

or all Tenders. The DHWSP reserves the right to reject any Tender which is judged to be in violation of the spirit and intent of this ITT.

## 11. EVALUATION OF TENDERS

The DHWSP retains a separate right to waive irregularities in the tender submission if in the Division's discretion such irregularities are of a minor technical nature or relate to defects.

Where the tenderer has a price that is in the opinion of the tender evaluation committee deemed to be abnormally low, the tenderer shall be required to provide additional information to substantiate their bid.

### SELECTION CRITERIA

| NO | CRITERIA   | RELEVANCE | PROVIDED<br>( ✓ / ✗ ) |
|----|--|-----------|-----------------------|
| 1  | Signed Attendance Register                                 | Mandatory |                       |
| 2  | Cover Page/Letter  | Mandatory |                       |
| 3  | Form of Tender   | Mandatory |                       |
| 4  | Document Submission Checklist                              | Mandatory |                       |
| 5  | Table of Contents  | Mandatory |                       |
| 6  | Statement of Truth   | Mandatory |                       |
| 7  | Certificate of Incorporation/Business Registration         | Mandatory |                       |
| 8  | Evidence of Domicile in T&T (Business Address)             | Mandatory |                       |
| 9  | VAT Compliance Certificate – where applicable              | Mandatory |                       |
| 10 | NIS Registration/Compliance Certificate (where applicable) | Mandatory |                       |

|    |  |                  |  |
|----|--|------------------|--|
| 11 | Valid Income Tax Clearance Certificate/BIR                                       | <b>Mandatory</b> |  |
| 12 | Successful Registration on the Office of the Procurement Regulations' Depository | <b>Mandatory</b> |  |

**NB:** Tenderers that have not passed any one of the above requirements **SHALL NOT** be considered further in the application of the 'Award Criteria'.

### **AWARD CRITERIA**

| <b>CRITERION</b>                                   | <b>WEIGHT</b> |
|--|---------------|
| Compliance with Specifications                     | 35%           |
| Cost   | 25%           |
| Financial Capacity                                 | 10%           |
| Warranty and Support Options                       | 10%           |
| Vendor's Experience and References                 | 10%           |
| Compliance with Timeline and Delivery Requirements | 10%           |
| <b>Total</b>                                       | <b>100%</b>   |

A minimum weight of 60% is required on all evaluated categories. The Tenderer who meets all mandatory requirements and achieves the highest overall score will be considered for contract award. Only those proposals that address **all components** will be eligible for further evaluation and potential award. Partial submissions will **not** be considered.

The evaluation of proposals for this project will be based on a weighted scoring system, considering a variety of factors critical to meeting the specifications, ensuring timely delivery, and

supporting long-term operational effectiveness. Each section will be assessed according to the following criteria:

### **COMPLIANCE WITH SPECIFICATIONS (35%)**

Objective: Ensure that all proposed products and services meet or exceed the requirements specified in the tender document.

- **Detailed Equipment Specification Compliance (25%):**

Alignment with the specific models and configurations for Cisco Catalyst Switches (or equivalent), Fortinet Access Points (or equivalent), SFP Modules, and Power Backup Solutions.

Verification of all hardware features (e.g., ports, PoE+ support, SFP module compatibility, Wi-Fi standards, UPS power capacity, etc.).

Compliance with the required management, security, and operational capabilities.

- **Adherence to Delivery and Installation Requirements (10%):**

Assurance that delivery timelines, installation schedules, and site preparation procedures are aligned with the client's requirements.

Confirmation of the installation process, including configuration and integration into the existing network.

### **Scoring:**

Excellent (28-35): Full compliance with all specifications, with clear documentation and no exceptions.

Good (21-27): Minor deviations from specifications but acceptable within the project's scope.

Fair (14-20): Noticeable deviations from key specifications but still within acceptable limits.

Poor (0-13): Significant deviations from specifications or unclear alignment.

### **COST (25%)**

Objective: Evaluate the overall cost in relation to the value provided, ensuring that the proposal delivers a high-quality solution at a competitive price.

- **Equipment and Installation Costs (25%):**

Total cost for hardware, installation, and configuration.

Comparison to market prices for similar equipment and services.

**Scoring:**

Excellent (22–25): Proposal offers the best price relative to the value provided, with clear, reasonable costs outlined for equipment, installation, and support.

Good (17–21): Competitive pricing, with cost-effective solutions, though some aspects of pricing could be more transparent or optimized.

Fair (11–16): Higher pricing or lack of detailed cost breakdown, but still within reasonable limits.

Poor (0–10): Proposal has unjustifiably high costs or lacks clarity in pricing.

**FINANCIAL CAPACITY (10%)**

Objective: Assess the bidder's financial stability and ability to support successful delivery of the project

- **Financial Capacity (10%):**

Financial stability and capacity to successfully deliver and sustain the project

**Scoring:**

Excellent (8–10 points): Comprehensive and clear financial documentation provided. Demonstrates strong financial health, with sufficient resources and contingency planning to support successful project delivery. No concerns regarding the bidder's financial capacity.

Good (5–7 points): Basic financial documentation provided, showing general stability. Some minor gaps or areas lacking detail, but overall capacity to deliver the project appears sound.

Fair (3–4 points): Limited financial information or some concerns regarding financial stability and resource availability. Capacity to deliver may be adequate but is not clearly demonstrated.

Poor (0–2 points): Financial information is missing, unclear, or indicates high risk of financial instability. Bidder does not demonstrate the capacity to deliver the project reliably

### **WARRANTY AND SUPPORT OPTIONS (10%)**

Objective: Ensure that the proposed warranty and support options align with the required service levels and provide adequate long-term coverage.

- **Warranty Coverage (5%):**

Lifetime warranty for hardware as specified.

Length and details of the proposed support plan, including hardware and software support.

- **Vendor Support and Response Time (5%):**

Availability of 24/7 technical assistance.

Support coverage details, including advanced replacement services and response times.

#### **Scoring:**

Excellent (8-10): Comprehensive, extensive warranty and support services, including advanced replacement, 24/7 support, and long-term coverage.

Good (5-7): Sufficient warranty and support, with clear response times and coverage.

Fair (3-4): Limited warranty or support options, with fewer response guarantees.

Poor (0-2): Inadequate or unclear warranty and support terms.

### **VENDOR'S EXPERIENCE AND REFERENCES (10%)**

Objective: Evaluate the vendor's ability to deliver on the proposal based on past performance, reputation, and customer satisfaction.

- **Relevant Experience (7%):**

Vendor's experience in providing and installing similar network solutions, particularly in environments with similar requirements.

- **References and Testimonials (3%):**

Positive feedback from previous clients, demonstrating successful project completions and satisfaction with the vendor's services.

**Scoring:**

Excellent (9-10): Strong track record of successful projects in similar environments with excellent references.

Good (7-8): Solid experience with satisfactory references and previous successful installations.

Fair (4-6): Limited relevant experience or some references with mixed feedback.

Poor (0-3): Lack of relevant experience or poor references from previous clients.

**COMPLIANCE WITH TIMELINE AND DELIVERY REQUIREMENTS (10%)**

Objective: Ensure the vendor can meet the project's delivery, installation, and operational timelines.

- **Timeline Adherence (10%):**

Proposal demonstrates the ability to meet all specified deadlines, including delivery, installation, and integration.

**Scoring:**

Excellent (9-10): Clear and achievable timeline, with milestones for delivery and installation.

Good (7-8): Achievable timeline but with minor concerns or potential delays.

Fair (4-6): Uncertain timeline with potential risks of delay.

Poor (0-3): Unclear or unrealistic timeline that could cause significant delays.



**Scoring Guidelines:**

Excellent (90-100 points): The proposal exceeds expectations in all areas with no significant gaps. Highly likely to deliver quality work.

Good (70-89 points): The proposal meets most requirements, with minor gaps or areas for improvement. Capable of delivering a successful project.

Acceptable (60-69 points): The proposal meets basic requirements but has significant gaps in key areas such as design or project management.

Unacceptable (<60 points): The proposal fails to meet critical requirements, showing a lack of capability or attention to detail.

**12. NEGOTIATION OF CONTRACT**

The DHWSP reserves the right to enter into discussion, and as appropriate, negotiate with the top-ranked Tenderer to clarify, among other things, the scope of services and the deliverables of the assignment. The objective of the negotiations will be for the DHWSP to achieve best value for money. Should negotiations with the top-ranked Tenderer fail, the discussions would be formally terminated and consideration will be given to the next highest ranked Tenderer.

**13. AWARD OF CONTRACT**

The contract will be executed following successful negotiations with the top-ranked, or subsequent Tenderer, and the fulfilment of the DHWSP' requirements for the creation of binding legal relations, including its internal approval process.

The successful Tenderer and the DHWSP 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.

**14. INSURANCE COVERAGE**

The successful contractor shall be required to maintain in force a policy or policies of insurance written by one or more reputable insurance carriers licensed to do business in Trinidad and Tobago

that shall insure against liability for injury to and/or death of and/or damage to property of any person or persons. The contractor will be required to provide proof of Workmen's Compensation Insurance as well as Public Liability Insurance within seven (7) days of the contract being awarded.

#### **15. BID VALIDITY PERIOD**

Tenders shall be valid for a period not less than One Hundred and Twenty (120) Days from the closing date for the submission of Tenders. The DHWSP, in exceptional circumstances, reserves the right to request all Tenderers to extend the validity period of their Tenders. Any Tenderer who extends the validity period in compliance with the DHWSP request will not be permitted to otherwise modify its Tender.

#### **16. TENDERERS' REPRESENTATIVE**

Tenderers must advise the DHWSP representative of the name, business address, telephone number and email address of an individual who is designated as the Tenderer's representative for the purpose of this ITT.

#### **17. CONFLICT OF INTEREST**

Tenderer shall not have a conflict of interest. Tenderer shall hold the DHWSP's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Tenderer shall not qualify for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interests of the DHWSP.

Any Tenderer who is found to have a conflict of interest with one or more parties in this ITT process shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this ITT 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 they have access to information or can influence other Tenders or the decision of DHWSP regarding this ITT process; or
- d) It submits more than one (1) application for this ITT process.
- e) It has participated directly or indirectly, in any capacity, in the preparation of the design, feasibility studies, terms of reference, or technical specifications of the works or related services that are the subject of this ITT process.

In particular, any effort by Tenderers to influence the DHWSP in the process of examination, clarification, evaluation and comparison of Tenders will result in the rejection of the respective Tenderer's bid.

In addition, tenders may be rejected if:

- i. The Tenderer fails to provide the relevant documents requested in this ITT which supports its ability to successfully complete the services specified herein.
- ii. The Tenderer has pending litigation which may adversely affect its ability to provide the services contained in this ITT.

## **18. CONFIDENTIALITY**

All information supplied by the DHWSP in connection with this ITT shall be treated as confidential by the Tenderer save for such information that may be disclosed so far as necessary for the purpose of obtaining sureties, guarantees and quotations necessary for the preparation and submissions of the Tender.

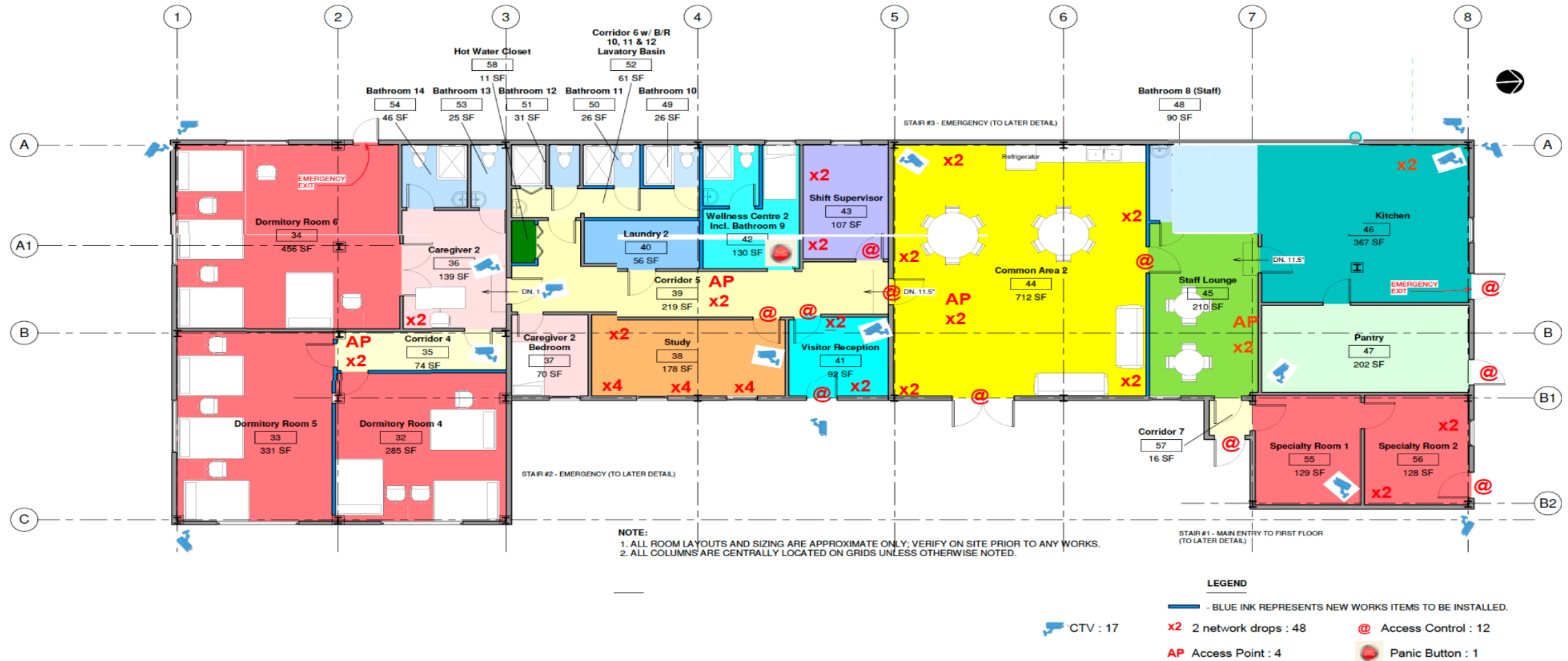
All information supplied by Tenderers in response to this ITT shall be treated as confidential by the DHWSP, unless disclosure is required by law.

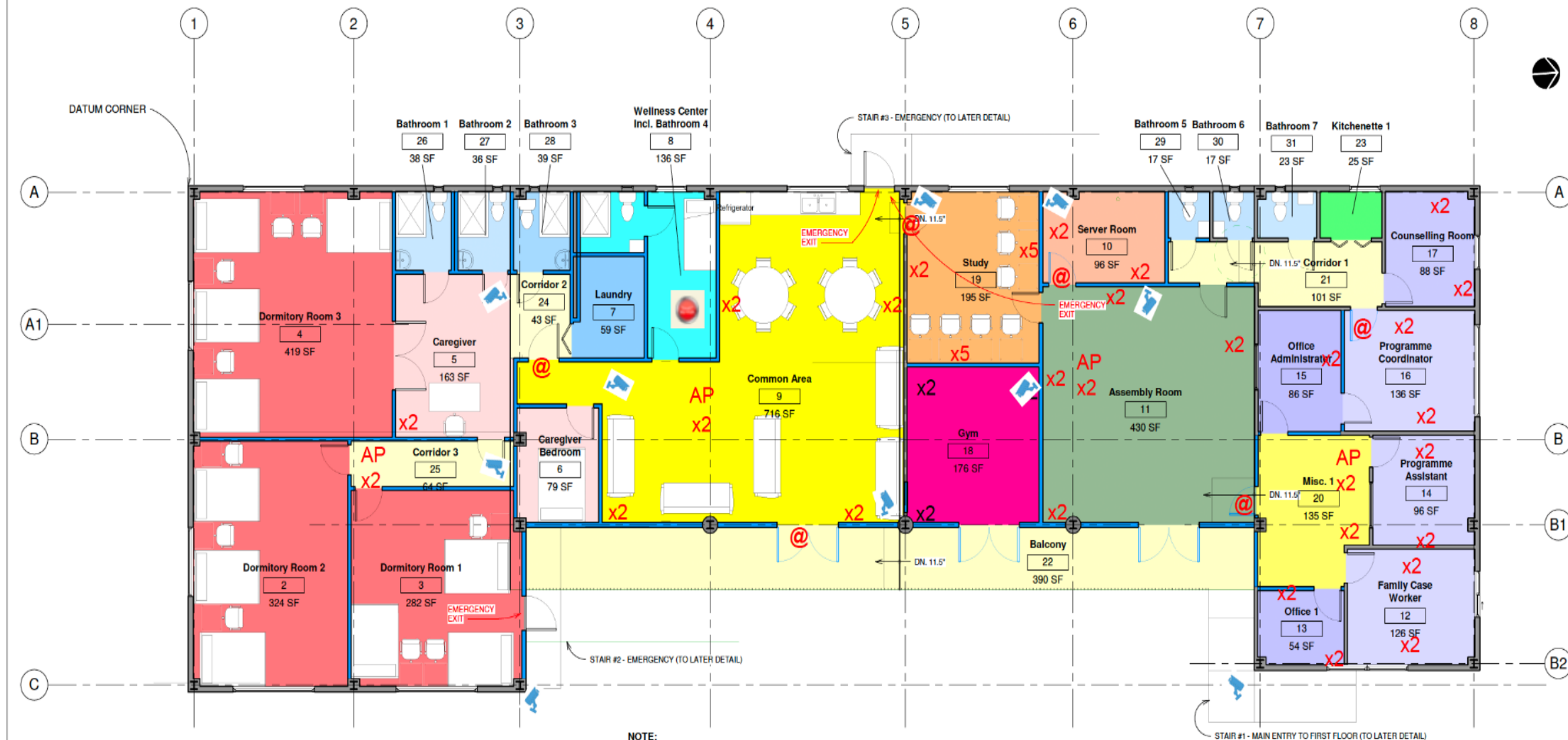
## **19. GOVERNING LAW**

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

-End-

## Part D: DRAWINGS





**Part E: COST BREAKDOWN SHEET**

| QTY | DESCRIPTION  | UNIT COST | TOTAL |
|-----|--|-----------|-------|
| 4   | Cisco Catalyst 9200 48-port PoE+ 4x1G uplink Switch, Model C9200L-48P-4X-E 48 Ports Manageable, 3 Layer Supported, Modular, 4 SFP Slots, Twisted Pair, Optical Fibre, Lifetime Limited Warranty<br><br>3yr hardware warranty and technical support |           |       |
| 4   | CISCO Stacking Kits: C9200L-STACK-KIT.   |           |       |
| 4   | CISCO Stacking Cables: STACK-T4-3M.  |           |       |
| 4   | Power supply: PWR-C5-1KWAC   |           |       |
| 6   | CISCO SFP Modules for fibre uplinks: SFP-10G-SR  |           |       |
| 8   | Fortinet Access Points: FortiAP-U431F  |           |       |
| 8   | FortiAP-U431F 3 Year Forticare Premium Support   |           |       |
| 1   | Fortigate Firewall : Fortigate FG-101F with 3 Year Forticare Premium Support.  |           |       |
| 2   | APC 3000 VA SMART UPS  |           |       |
| 4   | 48 P Patch Panel   |           |       |
| 1   | APC Cabinet  |           |       |
| 8   | Fibre Patch Cables   |           |       |
|     | Installation   |           |       |
|     | <b>VAT 12.5%</b>   |           |       |
|     | <b>Total</b>   |           |       |

## **Part F: DRAFT CONTRACT & CONFIDENTIALITY AGREEMENT**

### **REPUBLIC OF TRINIDAD AND TOBAGO**

THIS CONTRACT is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ between the **TOBAGO HOUSE OF ASSEMBLY** ( a body corporate established pursuant to Section 141 A of the Constitution of Trinidad and Tobago) having its registered office at the Administrative Complex Calder Hall in the Island of Tobago and acting by the **ADMINISTRATOR IN THE DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION** of Lot No.5 Montessori Drive, Glen Road, Scarborough, in the island of Tobago, (“hereinafter referred to as the Division) and \_\_\_\_\_ (“the Contractor/Supplier”) having its principal office located at \_\_\_\_\_.

#### **WHEREAS:**

- (i) The Division wishes to have the Supplier (description of services to be provided).
- (ii) The Division and the Supplier have agreed to the Proposals submitted by the Supplier, in accordance with the terms and conditions set out below.

### **THE PARTIES HEREBY AGREE AS FOLLOWS:**

#### **DEFINITIONS**

##### **1. APPENDICES TO AGREEMENT**

The following appendices shall be deemed to form an integral part of this Agreement:

Appendix 1: Terms of Reference

Appendix 2: Proposal

Appendix 3: Deliverables and Payment

Appendix 4: Activity and Time Schedule

Appendix 5: Letter of Award dated \_\_\_\_\_

Where any conflict arises between this Agreement and any of its Appendices, this Agreement shall take precedence. Where such conflict arises out of written modification of this Agreement by the Parties, as provided by Clause 3 herein, such modification will take precedence with regard to the issue or matter which it sought to modify.

##### **2. TERM**

The Supplier shall perform the Services over a \_\_\_\_\_ period commencing from \_\_\_\_\_ and ending on \_\_\_\_\_ or any other period as may subsequently be agreed by the Parties in writing.



### **3. MODIFICATION**

Modification of the terms and conditions of this Agreement, including but not limited to any modification of the Services or the Contract Price, may only be made by written agreement between the Parties.

### **4. PAYMENT**

#### ***A. Schedule of Payments***

4.1 DHWSP shall pay the Supplier in accordance with the schedule of payments agreed between the Parties to the contract.

#### ***B. Payment Conditions***

4.2 Payment of any fees by the Division shall be without prejudice to any claims or rights which the Division may have against the Supplier and shall not constitute any admission by the Division as to the performance by the Supplier of its obligations hereunder. Prior to making any such payment, the Division shall be entitled to make deductions or deferments in respect of any disputes or claims whatsoever with or against the Supplier.

4.3 Where the Deliverable is unsatisfactory and the Division has within the specified period, i.e. seven (7) days, notified the Supplier that the Deliverable is unsatisfactory, payment shall be made only upon resubmission of a Deliverable that is satisfactory to the Division. A decision that a deliverable is satisfactory to the Division shall be based upon criteria accepted by both the Division and the Supplier.

### **5. PROJECT ADMINISTRATION**

5.1 The Division designates \_\_\_\_\_ as its Project Coordinator. The Coordinator will be responsible for the coordination of the activities, the acceptance and approval of the reports and other deliverables by the Division, and for receiving, certifying and securing the approval of invoices for payment under this Agreement.

### **6. DELIVERABLES**

6.1 The deliverables listed in Appendices 1 and 2 shall be submitted within the period stated therein on the dates set out in the Activity and Time Schedule agreed to by the Parties, said Schedule being attached hereto, as **Appendix 4**.

6.2 Notwithstanding Clause 6.1 above, the Parties may agree to extend the time and dates for the submission of the deliverables listed in the Proposal.

## **7. INDEPENDENT SUPPLIER STATUS**

The Supplier shall at all times remain the independent Supplier of the Division, and neither Party shall represent itself to be an agent of the other. The Supplier shall be responsible for any and all taxes, duties, fees, levies and other impositions imposed on the Supplier in respect of this Agreement.

## **8. INTELLECTUAL PROPERTY**

- (a) Any and all copyright, trademarks and other intellectual property rights that are created as a direct result of the performance of the Services by the Supplier under this Agreement shall be deemed to be assigned absolutely in perpetuity to the Division.
- (b) In the event that any third-party intellectual property rights are used in the provision of the Services, the responsible Party will obtain the necessary consents, approvals and licenses for use of same by the Parties.
- (c) All documents of whatever nature provided by one Party to the other party in connection with the Services shall remain the intellectual property of the providing Party, but the other shall have a one-time use license to use the documents for purposes relating to the provision of the Services only. The Party receiving the documents shall not be entitled to make use of any documents provided for the carrying out of additional or similar work on or for any other project, works or brief unrelated to the provision of these Services. All documents provided by a Party to this Agreement shall remain the property of the providing party and shall be returned upon the completion of the Services.
- (d) The Supplier shall not publish either jointly or severally with any other person any article, photograph or other illustration relating to the provision of the Services without the permission of the Division, such permission to be in writing and not unreasonably withheld.

## **9. OWNERSHIP OF MATERIAL**

Any studies, reports or other material, graphic, software or otherwise, prepared by the Supplier for the Division under the Agreement shall belong to and remain the property of the Division.

## **10. PERFORMANCE STANDARDS**

The Supplier undertakes to perform the Obligations and Services, as more particularly set out in Appendices 1-4 herein, with the highest standards of professional and ethical competence and integrity.

## **11. COMPLIANCE WITH INSTRUCTIONS**

The Supplier shall comply with all reasonable instructions of the Division regarding the requirements of the Division under the Agreement.

## **12. PROHIBITION OF CONFLICTING ACTIVITIES**

The Supplier:

- a) shall not engage, either directly or indirectly, during the term of this Agreement in any business or professional activities which would be in conflict with the execution of this Agreement;
- b) warrants that he has the full capacity to enter into this Agreement and is not engaged in, or has not been engaged in, any situation that would give rise to a conflict of interest situation, to the best of his knowledge, information and belief.

## **13. CONFIDENTIALITY**

The Supplier:

- a) shall maintain in confidence any information provided to him either directly or indirectly, under, or in participation in, the execution of this Agreement, taking all such reasonable security measures as he would usually take to protect his own confidential information and trade secrets, and shall use all information provided to him only for the purposes of facilitating this Agreement;
- b) shall not, either during the term of this Agreement or within two (2) years of its expiration, or such earlier time as the confidential information reaches the public domain other than through the default of the Supplier disclose any proprietary or confidential information relating to the Project, the Services, this Agreement or the Division's business or operations without the prior written consent of the Division.

## **14. INDEMNIFICATION**

The Supplier shall defend, indemnify, protect and save harmless the Division and its agents, servants and employees from and against any and all suits, claims, demands of whatsoever kind or nature arising out of any negligent act, error or omission of the Supplier, its agents, employees and representatives in the performance of services, including but not limited to expenditure for costs of investigations, hiring of experts, witnesses, court costs, attorneys' settlements, judgments or otherwise.

The Supplier shall reimburse the Division for any cost incurred by the Division to correct or modify any of the services submitted by the Supplier that are found to be defective or not in accordance with the provisions of this agreement and all works resulting from and related to such of the services submitted by the Supplier as are found to be defective or not in accordance with the provisions of the Agreement.

## **15. PROVISION OF SERVICES AND FACILITIES**

The Division shall:

- a) provide the Supplier with all information that is to be part of, or assist in the performance of the Services, once it is capable of so doing;

- b) make all payments to the Supplier in a timely manner according to the terms of Clause 4 and Appendix 3 of this Agreement;
- c) provide any and all instructions to the Supplier, giving the Supplier a **specified period within which to so comply**.

## 16. FORCE MAJEURE

- a. For the purposes of this Agreement “Force Majeure” includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts, pandemics, public health emergencies or other industrial action (except where the such strikes, lockouts or other industrial action can be curtailed by the Party invoking Force Majeure), confiscation or any other action by government agencies.
- b. A Party affected by an event of Force Majeure shall promptly notify the other Party of such event in writing, and in any event not later than **SEVEN (7)** days following the occurrence of such event, provide details, written and otherwise, of the nature and cause of such event.
- c. Upon receipt of the said notice, the obligations of the party giving notice shall be suspended during the continuance of the Force Majeure.
- d. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum period of delay and shall give written notice of the restoration of normal conditions as soon as possible.
- e. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- f. Where the force majeure continues for a period of **THIRTY (30) DAYS** and substantially affects the obligations of the parties and/or the provision of services under this Agreement the party not claiming relief under this clause may terminate this Agreement by giving **SEVEN (7) DAYS** written notice of such termination to the other party.
- g. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken

all reasonable precautions and alternative measures and has operated with due care and diligence, all with the objective of carrying out the terms and conditions of this Agreement.

## **17. TERMINATION**

17.1 Upon the breach by the Supplier of any of its duties or obligations under this Agreement in relation to the provision of the services, the Division shall have the right to terminate this Agreement by notice in writing to the Supplier.

17.2 Following any such termination of this Agreement, the Supplier shall indemnify the Division against any direct commercial loss that is associated with the relevant deliverable, up to 50% of the fee paid for the said deliverable suffered by the Division as a result of the Supplier's breach of any of its duties or obligations under this Agreement.

17.3 The Division may terminate this Agreement for convenience at any time, upon not less than thirty (30) days prior written notice to the Supplier. Upon such termination, the Division will be liable to the Supplier for payment of (i) all fees payable for deliverables accepted by the Division to date of such termination, (ii) all fees payable for the work-in-progress, as demonstrated to the reasonable satisfaction of the Division, on a time and material basis; and (iii) such other costs of the Supplier, demonstrated to the reasonable satisfaction of the Division to be directly related to the winding down of the Services and work which are being terminated.

17.4 Either the Division or the Supplier may terminate the Agreement forthwith by notice in writing if (i) the other party is in default of any of its obligations hereunder and such default remains unremedied within fourteen (14) calendar days of the date of receipt of the notice thereof from the party not in default.

17.5 Either the Division or the Supplier may terminate this Agreement forthwith if either party is declared bankrupt, or a receiver or administrative receiver is appointed of any of the other's property.

17.6 The Supplier or its personal representatives shall, upon the termination of the engagement, immediately deliver up to the Division all correspondence, documents, specifications, papers and property belonging to the Division, which may be in the Supplier's possession or under its control.

## **18. INSURANCE**

The Supplier will be responsible for taking out any appropriate insurance coverage in respect of its duties under this Agreement.

## **19. SUPPLIER'S ACTIONS REQUIRING DIVISION 'S PRIOR APPROVAL**

The Supplier shall obtain the Division's prior approval in writing before taking any of the following actions:

- (a) entering into a sub-contract for the performance of any part of the Services, it being understood that:
  - i. the selection of a Sub-supplier and the terms and conditions of the sub-contract shall have been approved in writing by the Division prior to the execution of the sub-Contract, and
  - ii. the Supplier shall remain fully liable for the performance of the Services by the Sub-supplier and its Personnel pursuant to this Agreement;
- (b) modifying the scope of deliverables as stated in Appendix 3;
- (c) modifying the Terms of Reference as stated in Appendix 2.

## **20. ASSIGNMENT**

The Supplier shall not assign this Agreement or sub-contract any portion of it without the Division's prior written consent, such consent to not be unreasonably withheld.

## **21. LAW GOVERNING AGREEMENT AND LANGUAGE**

The Agreement shall be construed, enforced and performed in accordance with the laws of the Republic of Trinidad and Tobago.

## **22. CONSEQUENCES OF CHANGE IN THE APPLICABLE LAW**

If, after the date of this Agreement, there is any change in the Applicable Law which increases or decreases the reimbursable expenses incurred by the Supplier in performing the Services, then the reimbursable expenses otherwise payable to the Supplier under this Agreement shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts specified in Clause 4.

## **23. SURVIVAL OF PROVISIONS**

Clauses 8, 9 and 13 of this Agreement and any corresponding rights and/or obligations conferred on either Party shall be enforceable after completion.

## **24. WAIVER**

Failure or neglect by either Party to enforce at any time any of the provisions of this Agreement shall not be construed nor shall be deemed to be a waiver of that Party's rights nor in any way affect the validity of the whole or any part of this Agreement nor prejudice either Party's rights to take subsequent action.

## **25. NOTICES**

Any notice, request or consent made pursuant to this Agreement shall be in writing and shall be deemed to have been made when delivered in person to an authorised representative of the Party to whom the communication is addressed, or when sent by registered mail or facsimile to such Party at the following addresses, which may be changed by notice:

The Division:

Supplier:

## **26. DISPUTE RESOLUTION**

All disputes or differences of opinion relating to the application or interpretation of this Agreement shall be resolved in the first instance by negotiations between the Parties, failing which, recourse may be had to mediation by a third party to be jointly agreed by the Parties.

Any dispute, difference, controversy or claim between the Parties as to matters arising out of or in connection with this Agreement, that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement, may be submitted by either Party for settlement by arbitration. Arbitration proceedings shall be conducted in accordance with the Arbitration Act of Trinidad and Tobago, Chapter 5, No. 1, or any modifications thereof.

## **27. MISCELLANEOUS**

In any arbitration

- a) Unless otherwise agreed by the Parties, proceedings shall be held in the Republic of Trinidad and Tobago;
- b) the English language shall be the official language for all purposes.

## **28. AUTHORIZED SIGNATORIES AND CAPACITY**

Any action required or permitted to be taken and any document required or permitted to be executed under this Agreement shall be taken or executed:

- a. on behalf of the Division by the person designated as the Division's accounting officer for the time being, or through any agent duly authorized to act on his/her behalf; and
- b. on behalf of the Service Provider by the Service Provider's Secretary or through any agent duly authorized to act on the said Secretary's behalf.

IN WITNESS WHEREOF the duly authorised representatives of the Parties have hereunto set their hand the day and year first hereinabove written.

Signed by:

Signed by:

For and on behalf of the within named

For and on behalf of the within

**DIVISION OF HEALTH, WELLNESS  
AND SOCIAL PROTECTION**

**Supplier**

In the presence of:

In the presence of:

.....

.....

Witness

Witness

.....

.....

Address

Address

.....

.....

Occupation

Occupation

.....

.....



## **Part G: ETHICAL CODE OF CONDUCT FOR SUPPLIERS & CONTRACTORS**

Unethical practices and its concomitant threats of conflict of interest, fraud, collusion and corruption may be considered to be major threats against the objects of the Public Procurement and Disposal of Public Property Act (2015) as amended. Suppliers/ contractors engaging in business with DHWSP shall operate in full compliance with the laws of Trinidad and Tobago.

Breach of this guideline may provide grounds for:

- i. Rejection or revocation of a bid, tender or proposal.
- 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 of an offence.

**Thoroughly review** the Ethical Code of Conduct cited in the link below.

### **LINK (CODE OF CONDUCT FOR SUPPLIERS AND CONTRACTORS)**

**<https://oprtd.org/wp-content/uploads/2021/06/Ethical-Code-of-Conduct-for-Suppliers-and-Contractors-pdf.pdf>**

**SUBMISSION OF A RESPONSE TO THE ITT SHALL CONSTITUTE  
ACKNOWLEDGEMENT AND ACCEPTANCE OF THE CODE OF ETHICS BY THE  
RESPONDENT.**

## CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made the                      day of                      20\_\_.

BETWEEN the **TOBAGO HOUSE OF ASSEMBLY** ( a body corporate established pursuant to Section 141 A of the Constitution of Trinidad and Tobago) having its registered office at the Administrative Complex Calder Hall in the Island of Tobago and acting by the **ADMINISTRATOR IN THE DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION** of Lot No.5 Montessori Drive, Glen Road, Scarborough, in the island of Tobago, ("hereinafter referred to as the Division ") of the One Part; and .....

.....  
.....  
..... (hereinafter referred to as "the Contractor/Supplier/Consultant") of the Other Part.

1. The DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION is considering seeking Proposals in anticipation of awarding a Contract (hereinafter called the "Contract") for the provision of \_\_\_\_\_ Goods/Services/Works.
2. The Contractor/Supplier/Consultant wishes to submit a Proposal for the said Contract.
3. Whereas, the Parties intend to exchange information and in the course of such activities it is anticipated that the Parties may wish to disclose to each other proprietary information, which information the Parties regard as confidential.

NOW IT IS HEREBY AGREED as follows:

### Definitions

1. In this Agreement, the following words shall have the meanings hereby assigned to them:

"Agent", in relation to any office or other person includes its/his employees, directors, contractors, sub-contractors, advisers, consultants, legal representatives, accountants and auditors.

"The DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION means \_\_\_\_\_ and

"Disclose" includes but is not limited to any act of divulging, releasing, communicating, transmitting, broadcasting or otherwise transferring or imparting Material Information by any means whatsoever to any person, whether individual or corporate. "Disclosed", "disclosure" and "disclosing" shall be construed accordingly.

"Excepted Information", in relation to either party disclosing or otherwise using the same, means any Material Information which:

- a) at the time of Disclosure or use is, or has come to be, in the possession of that party

- lawfully and otherwise than in consequence of any improper conduct; or
- b) has been created, originated or supplied by that party and is not composed or derived from or dependent for its meaning or effect upon Material Information already created, originated or supplied by the other party or any of its Agents; or
- c) if obtained directly or indirectly from or through another person or persons, was or came to be (or is reasonably believed to have been or came to be) in the possession of such other person or persons lawfully and otherwise than in consequence of any breach of confidentiality owed by such other person or persons to the DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION ; or
- d) is not the subject of any prior or concurrent obligation of confidentiality owed to *the* DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION by the party disclosing or using the same or by any of its Agents to DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION ; or
- e) is, or subsequently becomes, otherwise than in consequence of improper conduct, a matter of common or public knowledge or record.

"Improper conduct" includes a breach of any express or implied term of this Agreement or of any other agreement between the DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION and the Contractor/Supplier/Consultant or any of its Agents. Improper conduct also includes a breach of any other obligation of confidentiality owed by or to DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION or by the Contractor/Supplier/Consultant or any of its Agents.

"Information" includes but is not limited to any information, facts, data, programs, formulae, opinions, comments or ideas expressed in communicable form.

"Material Information" means any information concerning any and all of the past, present or future business, activities, projects, policies, plans or contracts of the DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION or the Contractor/Supplier/Consultant.

"Relevant Period" means a period commencing on the date of this Agreement and expiring five years thereafter or, if within such period the Contract is awarded to the Contractor/Supplier/Consultant, a period commencing on the date of this Agreement and expiring five (5) years from the date on which the Contract is substantially completed or terminated early or abandoned.

### **The Contractor/Supplier/Consultant's undertakings**

2. In consideration of the undertakings by the DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION, the Contractor/Supplier/Consultant undertakes during the Relevant Period: -
  - a) not to cause or permit any third party to contravene or prejudice the requirements of this clause;
  - b) not to disclose any Material Information disclosed by or obtained from the

**DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION ; and**

c) not to use Material Information for any purpose except for: -

- i. the preparation and submission of the Proposal and supporting documents to the DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION for the Contract, and any necessary correspondence, discussions or negotiations with the DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION in anticipation of the award of such Contract;
- ii. the proper performance and observance of the Contract, if awarded to the Contractor/Supplier/Consultant together with any correspondence, discussions, negotiations, or other matters necessarily arising in connection with the Contract or with any modification or proposed modification thereof or with the ordering or carrying out of any variations or the placing or performance of any subcontract in connection therewith.

**The Public Body's undertakings**

3. In consideration of the undertakings by the Contractor/Supplier/Consultant in clause 2 hereof and subject to clause 5 hereof, the DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION undertakes during the Relevant Period: -
  - a) to invite the Contractor/Supplier/Consultant to submit a Proposal for the Contract and to make available to the Contractor/Supplier/Consultant any Information, including Material Information that the DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION may consider necessary to enable the Contractor/Supplier/Consultant to prepare and submit the Proposal and to perform the Contract if awarded to the Contractor/Supplier/Consultant ;
  - b) not to disclose any Material Information disclosed by or obtained from the Contractor/Supplier/Consultant except as permitted so to do by the Contract;
  - c) not to cause or permit any third party to contravene or prejudice the requirements of this clause.

**Exceptions**

4. Clauses 2 and 3(b) and 3(c) shall not apply to any Material Information that is: -
  - i. Excepted Information or disclosed or used with the prior consent in writing of the other party.
  - ii. Ordered or required to be disclosed by any applicable law or competent judicial, governmental or other authority or in accordance with the requirements of any stock exchange. Provided always that if such an order or requirement arises the party

proposing to disclose shall give to the other party prompt written notice thereof.

5. Notwithstanding clause 2, hereof, the Contractor/Supplier/Consultant may disclose any Material Information disclosed by or obtained from the DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION to any of its Agents for a purpose or purposes for which the Contractor/Supplier/Consultant is entitled to use the same, provided that the Contractor/Supplier/Consultant undertakes during the Relevant Period: -
  - i. to ensure that all persons to whom Material Information is or may be disclosed are aware of the terms of this Agreement and will comply with the obligations of the Contractor/Supplier/Consultant as if party themselves to the Agreement; and
  - ii. if so requested by the DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION by notice in writing, before making any or any further disclosure, procure the execution by any person or persons identified in the notice, of an agreement in writing (to be prepared by the DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION between the DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION and each such person containing substantially the same terms as those contained in this Agreement.

#### **Return or Destruction of Confidential Information**

6. If during the Relevant Period the Contractor/Supplier/Consultant receives from the DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION or any of its Agents, Material Information in any tangible form and either then or subsequently: -
  - a) submits an unsuccessful Proposal, or fails or is not invited to submit a Proposal, for the Contract; or
  - b) the Contract in connection with which the Material Information has been supplied to the Contractor/Supplier/Consultant is not proceeded with; or
  - c) the Contract, if awarded to the Contractor/Supplier/Consultant, is substantially completed or terminated early or abandoned; or
  - d) for any other reason the Contractor/Supplier/Consultant does not or is unlikely to have any further need of the Material Information

Then the Contractor/Supplier/Consultant undertakes, if the DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION requests by notice in writing, to return forthwith the Material Information to the DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION and/or its Agent and/or to destroy or procure the destruction of the Material Information, including any copies thereof or any part or parts thereof, which may be in the possession of the Contractor/Supplier/Consultant or any of its Agents and to certify in writing to the DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION that any destruction requested has been carried out, provided that:-

- i. The Contractor/Supplier/Consultant shall not be obliged to return or destroy or procure the destruction of any Material Information which is properly and necessarily held by the Contractor/Supplier/Consultant as formal documentation;
  - ii. The Contractor/Supplier/Consultant shall not be obliged to return or destroy or procure the destruction of any Material Information, which the Contractor/Supplier/Consultant may otherwise reasonably require to retain for purposes of its own essential records in connection with the Contract or the performance of any of its obligations thereunder still outstanding, or as evidence of the terms thereof in the event of any dispute, difference or doubt;
  - iii. Where, pursuant to proviso (i) above, the Contractor/Supplier/Consultant does not return or destroy or procure the destruction of the Material Information, the Contractor/Supplier/Consultant undertakes without delay to send to the DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION a statement in writing giving particulars of:
    - a) the Material Information concerned;
    - b) the reasons why the Contractor/Supplier/Consultant considers it to be formal documentation;
    - c) the Contractor/Supplier/Consultant's reasons for not returning or destroying the same or procuring the destruction thereof.
  - iv. The Contractor/Supplier/Consultant also undertakes to supply any further particulars and/or take any steps for the continued security thereof during the remainder of the Relevant Period which the may reasonably require.
7. Without prejudice to clause 6 above, if any Material Information whose return or destruction is requested is in the possession of any of the Contractor/Supplier/Consultant's Agents, the Contractor/Supplier/Consultant undertakes to do everything in its power to procure any action on the part of its Agents to enable the Contractor/Supplier/Consultant to comply with its obligations.

#### **Maintenance of regular exchange of information**

8. This Agreement shall not be construed as restricting any normal and/or regular interchange of information between the parties and/or their Agents which may be necessary in connection with the Contract.

#### **Security Measures**

9. Each party shall be fully and solely responsible for instituting, maintaining, implementing and enforcing all security or other measures to comply with its obligations under this Agreement. Each party undertakes to use its best endeavours to introduce, implement and enforce any

specific security measures or any change in its existing security measures, which may be requested in writing by the other party, which are considered reasonable and practicable and likely to assist or improve the performance of its obligations.

**Governing Law**

10. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Trinidad and Tobago and in the event of any dispute relating thereto the parties hereto submit to the exclusive jurisdiction of the High Court in the Republic of Trinidad and Tobago.

IN WITNESS whereof the **DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION** and the Contractor/Supplier/Consultant have caused this Agreement to be signed for and on their behalf by the signatories hereto who have been duly authorised so to do by the **DIVISION OF HEALTH, WELLNESS AND SOCIAL PROTECTION** and the Contractor/Supplier/Consultant respectively.

For and on behalf of

**THE DIVISION OF HEALTH, WELLNESS  
AND SOCIAL PROTECTION**

|                |                           |
|----------------|---------------------------|
| Signature..... | Witness<br>Signature..... |
| Name.....      | Name.....                 |
| Title.....     | Title.....                |
| Date.....      |                           |

For and on behalf of CONTRACTOR/SUPPLIER/CONSULTANT [Name]

|                |                           |
|----------------|---------------------------|
| Signature..... | Witness<br>Signature..... |
| Name.....      | Name.....                 |
| Title.....     | Title.....                |

## Appendix

# SUBMISSION DOCUMENTS



## TENDER ACKNOWLEDGEMENT FORM

**TO:**           **Manager, Public Procurement, DHWSP.**

**TENDER:**    **Supply and Installation of Advanced Network Equipment at the Probation Hostel (Lowlands)**

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

the Request for Proposal and hereby confirm our intent to submit a tender for the above captioned.

**or**

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

the Request for Proposal 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 **Procurement Unit** at [procurement.dhwsp@gov.tt](mailto:procurement.dhwsp@gov.tt) by **Tuesday 29<sup>th</sup> July, 2025 by 2:00 pm.**

**STATEMENT OF TRUTH**

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

I understand that the THA may 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 may result in automatic disqualification now and for future tender opportunities from the THA.

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

.....

**Authorized Representative**



Company Stamp

**For and on behalf of**

.....

.....

.....

## STATUTORY DECLARATION – A (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 any signed contracts/letters of award of purchase orders that has been submitted pursuant to **this tender** is a true representation of works the Tenderer have undertaken for the Company and that the Tenderer was not terminated for any reason related to and or ancillary to material non – performance.

4. I have had my Attorney-at-Law explained 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 20..... )

Before me,

COMMISSIONER OF AFFIDAVITS

## STATUTORY DECLARATION – B (PERSONAL)

### REPUBLIC OF TRINIDAD AND TOBAGO

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

I, \_\_\_\_\_  
(Name of person)  
\_\_\_\_\_ of  
(Occupation)  
\_\_\_\_\_  
(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 of purchase orders that has been submitted pursuant to **this tender** is a true representation of works the Tenderer has undertaken for me and that he was not terminated for any reason related to and or ancillary to material non – performance.
3. I have had my Attorney-at-Law explained 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 20.... )

Before me,

COMMISSIONER OF AFFIDAVITS

## REFERENCE REPORT

|   |                           |  |  |
|---|---------------------------|--|--|
| <b>Name of Entity:</b><br><br><b>Address:</b> |                           | <b>Contact Person:</b><br><br><b>Email:</b><br><br><b>Phone:</b> |  |
| <b>Scope of Works:</b>                        |                           |  |  |
| <b>Name of Vendor:</b>                        |                           |  |  |
| <b>Address:</b>                               |                           |  |  |
| <b>Estimated Start date:</b>                  | <b>Actual Start date:</b> | <b>Est contract sum:</b>   |  |
| <b>Estimated End date:</b>                    | <b>Actual End date:</b>   | <b>Act contract Sum:</b>   |  |

**KEY** – **E:** *Excellent*      **S:** *Satisfactory*      **U:** *Unsatisfactory*      **N:** *N/A*      **I:** *Insufficient info to rate*

| Description  | Performance Rating |   |    |   |           | Comments (attach as necessary) |
|--|--------------------|---|----|---|-----------|--------------------------------|
|  | E                  | S | U  | N | I         |                                |
| Work performed in compliance with contract terms and specs |                    |   |    |   |           |                                |
| Materials, supplies and equipment provided as required     |                    |   |    |   |           |                                |
| Staff availability   |                    |   |    |   |           |                                |
| Timeliness of work   |                    |   |    |   |           |                                |
| Staff professionalism                                      |                    |   |    |   |           |                                |
| Customer Service   |                    |   |    |   |           |                                |
| Quality of Work  |                    |   |    |   |           |                                |
| Communication and Accessibility                            |                    |   |    |   |           |                                |
| Prompt and effective correction of situations              |                    |   |    |   |           |                                |
| Proper documentation and records                           |                    |   |    |   |           |                                |
| <b>Would you recommend using this Firm again</b>           | Yes                |   | No |   | [Explain] |                                |

**OVERALL PERFORMANCE** -   ☐ **Excellent**   ☐ **Satisfactory**   ☐ **Unsatisfactory**

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

.....  
NAME (PRINT)  
Authorized Representative of Client

.....  
(Signature)



COMPANY STAMP

[illegible]



## FORM OF TENDER

**TO: Administrator, Division of Health Wellness and Social Protection**

**TENDER: Supply and Installation of Advanced Network Equipment at the Probation Hostel (Lowlands)**

Having examined the Tender Document issued by the DHWSP and having also visited the sites, we do hereby, offer to execute and complete the whole of the said works described and referred to therein for the sums herein proposed:

.....  
..... (TT\$ .....)  
PLUS VALUE ADDED TAX .....  
..... (TT\$.....)  
.....  
..... (TT\$ .....)  
**TOTAL**

This Tender is submitted without collusion with any other Bidder, and we undertake to complete and deliver the whole of the works comprised in the Contract.

We understand that you are not bound to accept the lowest or any Tender you may receive.

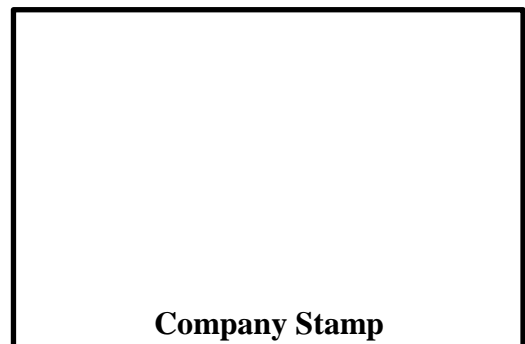
Dated this.....day of.....20.....

.....  
Signature

In the capacity of .....

Duly authorized to sign Tender for and on behalf of

.....  
.....



## DOCUMENT SUBMISSION CHECKLIST

Tenderers are to place a tick in the checkbox for each item that is included in the proposal.

| DESCRIPTION  | PROVIDED<br>( <span style="color: green;">✓</span> / <span style="color: red;">X</span> ) |
|--|---|
| 1. Cover Page/Letter/Table of Contents   |   |
| 2. Form of Tender  |   |
| 3. Statement of Truth  |   |
| 4. Certificate of Incorporation  |   |
| 5. Business Registration   |   |
| 6. Notice of Incorporation   |   |
| 7. Notice of Directors   |   |
| 8. Valid VAT Compliance Certificate  |   |
| 9. Valid NIS Compliance Certificate  |   |
| 10. Valid Income Tax Clearance Certificate/BIR   |   |
| 11. Evidence of Domicile in Trinidad & Tobago (Business Address)                       |   |
| 12. List of key personnel  |   |
| 13. Evidence of past experience (signed contracts/letters of award)                    |   |
| 14. Reference Report   |   |
| 15. Signed Contract  |   |
| 16. Statutory Declaration  |   |
| 17. Letter from Financial Institution  |   |
| 18. Methodology  |   |
| 19. Cost Breakdown Structure   |   |
| 20. Successful Registration with the Office of the Procurement Regulations' Depository |   |