

TRINIDAD AND TOBAGO

This **AGREEMENT** is made in duplicate the ____ day of _____ between the **TELECOMMUNICATIONS AUTHORITY OF TRINIDAD AND TOBAGO**, a body corporate established pursuant to the Telecommunications Act, Chap 47:31 whose principal place of business is situate at No. 5, 8th Avenue Extension, off 12th Street, Barataria (hereinafter called “**the Authority**”) of the One Part and _____ a company whose principal office is situate at _____ (hereinafter called “**the Contractor**”) of the Other Part.

WHEREAS:

- A. The Authority is desirous of engaging a suitable contractor to supply _____ (hereinafter referred to as “the Goods”) listed in **Schedule Two** hereto;
- B. The Authority by Request for Quotation dated _____ (hereinafter referred to as the “RFQ”), invited the bid for the provision of the Goods, which RFQ is hereto annexed and marked “**Appendix A**”;
- C. The Contractor having ascertained the requirements of the Authority for the provision of the Goods and making every allowance it considered reasonable in its own professional judgment and its own information and having assured itself that it has the requisite skill, equipment, expertise,

labour and technical capacity to provide the Goods, submitted its quotation dated _____ (hereinafter referred to as “**the Proposal** ”) to the Authority, which is hereto annexed and marked “**Appendix B**”; and

- D. The Authority desires and the Contractor has agreed to provide the Goods for the agreed upon period and upon the consideration, terms and conditions contained in this Agreement.

THE PARTIES HEREBY AGREE as follows:

1. The following Appendices shall be deemed to form, be read and construed as an integral part of this Agreement:
 - a. **Schedule One** - CONDITIONS OF CONTRACT
 - b. **Schedule Two** - Bill of Quantities
 - c. **Appendix A** - Request for Quotation
 - d. **Appendix B** - Proposal

Should there be any conflict between this Agreement and any other document listed herein, this Agreement will take precedence. In the event of any ambiguity or conflict between the Schedules and Appendices listed above, the order of precedence shall be the order in which the Contract Documents are listed in this Clause 1(a-d). Where such conflict arises out of written modification of agreement by the Parties, such modification will take precedence as regards the issue or matter which it sought to modify.

2. In consideration of the provision of the Goods by the Contractor in accordance with the terms and conditions of this Agreement and upon the full and final satisfaction of the Authority, the Authority shall pay the Contractor the Contract Sum of _____ **Trinidad and Tobago Dollars** (TTD\$_____), exclusive of VAT where applicable, in accordance with the terms and conditions of this Agreement.

3. The Contractor and the Authority covenant that they will both perform all obligations and observe all provisions as required of them either jointly or severally under this Agreement.
4. The rights and obligations of the Authority and the Contractor shall be as set forth in this Agreement, and at all times:
 - (a) the Contractor shall carry out the provision of the Goods in accordance with all the provisions of this Agreement, its Schedules and Appendices; and
 - (b) The Authority shall make payments to the Contractor in accordance with the provisions of this Agreement.
5. This Agreement supersedes all prior agreements, arrangements and understandings between the Parties and constitutes the entire agreement between the Parties as it relates to the subject matter hereof.

SCHEDULE ONE

CONDITIONS OF CONTRACT

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires, the following terms shall have the meanings respectively assigned to them hereunder:

- “Acceptance Conditions”** means the conditions set out in Clause 15 herein
- “Agreement”** means this Agreement between the Authority and the Contractor including all Schedules and Appendices referred to in this Agreement;
- “Contract Sum”** means the total sum for the provision of the Goods as set out in this Agreement and in accordance with the terms and conditions herein;
- “Delivery Date”** means on or before _____ or such other date as agreed by the Parties hereto in writing upon which the Contractor successfully delivers the Goods;
- “Effective Date”** means the date hereinabove written.
- “Goods”** means the laptops and docking stations to be supplied and delivered by the Contractor more particularly set out in Clause 2 and Schedule Two of this Agreement.

“Location”	means the offices of the Authority or any such other place mutually agreed for the provision of the Goods;
“Party”	means the Authority or the Contractor, as the case may be, and “Parties” means both of them;
"Personnel"	means persons hired and assigned for the provision of the Goods or any part thereof as employees, agents or representatives of the Contractor;
“Warranty Period”	means the four (4) years from the Delivery Date as set out in Clause 3 of this Agreement.

2. ORDER

- 2.1 The Authority orders, and the Contractor has agreed to supply the Goods at the Contract Sum for delivery by the Delivery Date.
- 2.2 The quantity and description of the Goods are hereto described and the specifications are more particularly set out in Schedule Two:
 - (a) [description of goods]
 - (b) [description of goods]

3. REPRESENTATIONS & WARRANTIES

- 3.1 The Contractor warrants, represents, undertakes and guarantees that the Goods as set out under Clause 2 supplied under this Agreement shall for a

period of _____ from the Delivery Date ("the Warranty Period"):

- (a) be free from defects (manifest or latent), in materials and workmanship;
- (b) conform with the specifications, drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material supplied by, or on behalf of, the Contractor (in whatever format made available by the Contractor);
- (c) be free from design defects; and
- (d) be suitable, in every aspect, for the purposes intended by the Authority.

3.2 During the Warranty Period (and any subsequent extended period as agreed by the Parties) the Contractor warrants and agrees to diligently repair, replace and make good any defective component(s) of the Goods at no additional cost to the Authority.

4. CONDITIONS APPLICABLE

4.1 The provisions of this Agreement shall apply to the supply of the Goods by the Contractor to the Authority. Any other provisions which the Contractor purports to apply, shall not be the terms and conditions concerning the supply of the Goods by the Contractor to the Authority, howsoever such provisions are introduced (including but not limited to provisions included on quotations, estimates, confirmations of order, delivery notes or similar documents) ('Contractor's Provisions'). For the avoidance of doubt, the Contractor acknowledges and agrees that the Authority shall not be bound by any of the Contractor's Provisions.

4.2 The order for the Goods shall be deemed to be an offer by the Authority to purchase Goods pursuant to the provisions of this Agreement.

4.3 Any act to fulfil the order for the Goods by the Contractor shall be deemed conclusive evidence of the Contractor's acceptance of this Agreement.

4.4 Any variation of the provisions of this Agreement (including any special terms and conditions agreed between the Parties) shall be inapplicable unless agreed in writing by the Authority.

5. CONSIDERATION

The Authority shall pay the full Contract Sum of _____ **Trinidad and Tobago Dollars** (TTD\$ _____) exclusive of VAT upon the delivery of the Goods in accordance with the terms and conditions of this Agreement, provided that no additional work is agreed to be undertaken or to form part of the provision of the Goods.

6. PAYMENT

Payment for the provision of the Goods shall be made within thirty (30) working days of the Delivery Date.

7. PACKAGING

The Contractor shall comply with such handling, packing packaging and labelling instructions as the Authority shall specify.

8. CANCELLATION

The Authority shall have the right to cancel the order for the Goods (or any part of the Goods). The cancellation shall be made in writing. Without prejudice to the generality of the foregoing, the Authority shall pay that portion of the

Contract Sum for the particular Goods which have been delivered to the Authority or at the date of the notice of cancellation are ready for delivery or in transit.

9. DELIVERY

- 9.1 The Goods shall be delivered (carriage paid) to the Location specified by the Authority or at the direction of the Authority by the Delivery Date or such date(s) as may be specified by the Authority. The Delivery Date or any other date and time agreed for delivery of the Goods shall be of the essence of the Agreement.
- 9.2 The Contractor shall not deliver the Goods in instalments. Where the Parties have agreed in writing that the Contractor shall deliver in instalments (or the Authority agrees to accept instalments for the delivery of the Goods), a breach concerning any instalment (however caused or of whatsoever nature) shall entitle the Authority to terminate the Agreement and to claim damages, without prejudice to the Authority's other remedies.
- 9.3 The Contractor shall give notice of all deliveries of goods expected to the Location or at such other site identified by the Authority for the provision of the Goods, which except as might be otherwise approved by the Authority, shall be made within normal working hours.
- 9.4 The Personnel shall bear such means of identification as may be required by the Authority to enter the premises of the Location or of such other site identified by the Authority for the delivery of the Goods.
- 9.5 The Personnel shall confine their movements to those areas specified by the Authority and shall access the office of the Authority or such other location identified by the Authority by an agreed access route, or if none is specified, by the shortest, safest access route.

9.6 The Contractor acknowledges that the Authority operates a no smoking policy at the office of the Authority or at such other location identified by the Authority and shall ensure that the Personnel comply with such policy.

10. NON-DELIVERY

10.1 Where the Contractor fails to deliver the Goods by the Delivery Date or on the times specified by the Authority, the Authority shall be entitled:

- (a) to terminate the Agreement;
- (b) to buy the same or similar Goods from another Contractor; or
- (c) to recover the element of the cost of buying the Goods from another Contractor which exceeds the Contract Sum.

10.2 These remedies are without prejudice to Clause 11 and any or all other rights that the Authority has.

11. CONSEQUENTIAL LOSS

Without prejudice to Clause 10 and the other rights that the Authority has, in addition, the Contractor shall be liable for all direct, indirect and consequential loss arising from any breach of the provisions of this Agreement. The value of this loss shall not exceed the value of the Goods not supplied.

12. PROPERTY

The property in the Goods shall pass to the Authority when the Goods are unconditionally appropriated (by either party, or by or with the consent of either party) to the contract or on delivery to the Authority, whichever event occurs first.

13. GUARANTEE OF TITLE

The Contractor warrants that:

- (a) it has full clear and unencumbered title to all the Goods;
- (b) at the sale of any of the Goods it shall hold such title in the Goods as mentioned in Clause 13(a);
- (c) at the Delivery Date it will have full and unrestricted rights, power and authority to sell, transfer and deliver all of the Goods to the Authority. From that date the Authority shall acquire a valid and unencumbered title to the Goods.

14. RISK

The Goods will be at the Contractor's risk until:

- (a) the Goods are delivered to the Authority (or are delivered at the Authority's direction); and
- (b) the Goods are found by the Authority to be in accordance with the provisions and the specifications, etc. of this Agreement.

15. ACCEPTANCE OF THE GOODS

15.1 The Authority shall not have accepted, or be deemed to have accepted, the Goods, until the Acceptance Conditions are fulfilled. The 'Acceptance Conditions' are:

- (a) the Goods have been delivered to the Location specified; and
- (b) the Authority has notified the Contractor in writing that the Goods are in complete compliance with the provisions and the specifications of this Agreement.

15.2 Although the Acceptance Conditions may have been fulfilled, the Authority may still reject the Goods and make a claim for damages where

the Goods are not in complete compliance with the provisions and the specifications of this Agreement within ten (10) days of the notice given under Clause 15.1(b).

16. INDEMNITY

- 16.1 The Contractor shall defend, indemnify, protect and hold harmless the Authority and its agents and servants from and against any and all suits, claims, demands and damages of whatsoever kind or nature arising out of any negligent act, error or omission of the Contractor, its agents and servants in the delivery of the Goods
- 16.2 The Authority shall as soon as practicable after a claim has been made against it in relation to the delivery of the Goods under this Agreement give written notice thereof to the Contractor.

17. ASSIGNMENT AND SUB-CONTRACTING

The Contractor shall not assign, transfer, charge or otherwise deal with this Agreement or any obligation under this Agreement without the prior written consent of the Authority. Without prejudice to the generality of the foregoing, the Contractor shall not sub-contract the supply of the Goods or any right, liability or obligation without the prior written consent of the Authority.

18. TERMINATION

Without prejudice to any other rights or remedy it might have, either party may terminate this Agreement at any time by notice in writing to the other party ('Other Party'), such notice to take effect as specified in the notice:

- (a) if the Other Party is in substantial breach of this Agreement and, in the case of a breach capable of remedy within thirty (30) working days, the breach

- is not remedied within seven (7) working days of the Other Party receiving notice specifying the breach and requiring it to be remedied; or
- (b) if the Other Party becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Other Party (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Other Party's assets or business, or if the Other Party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.

19. SETTLEMENT OF DISPUTES AND ARBITRATION

19.1 Amicable Settlement

The Parties shall first use all reasonable endeavours through the Authority's Chief Executive Officer and the Contractor's principal executive officer (or other representative of the Contractor, authorized for this purpose and notified to the Authority in writing) to resolve the dispute on an amicable basis for a period of thirty (30) days after notice of the dispute by a Party to another Party arising out of or in connection with this Agreement or the interpretation or construction thereof.

19.2 Mediation

Any dispute, difference, controversy or claim between the Parties as to matters arising out of or in connection with this Agreement or the interpretation or construction thereof, 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 mediation where the Parties agree to discuss their differences

in good faith and to attempt, with facilitation by the mediator, to reach an amicable resolution of the dispute.

19.3 Arbitration

Where the dispute cannot be resolved within ninety (90) days of the written notice commencing the mediation process (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the dispute shall be settled by arbitration which shall be conducted in accordance with the Arbitration Act of Trinidad and Tobago, Chap. 5:01 or any modifications, thereof.

20. PROTECTION OF CONFIDENTIAL INFORMATION

20.1 The Contractor shall keep the confidential information of the Authority confidential and secret, whether disclosed to or received by the Contractor. The Contractor shall only use the confidential information of the Authority for the purpose and for performing the Contractor's obligations under the Agreement. The Contractor shall inform its officers, employees and agents of its obligations under the provisions of this clause, and ensure that its officers, employees and agents meet the obligations.

20.2 The obligations of Clause 20.1 shall not apply to any information which:

- (a) was known or in the possession of the Contractor before it was provided to the Contractor by the Authority;
- (b) is, or becomes, publicly available through no fault of the Contractor;
- (c) is provided to the Contractor without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure; or
- (d) is required to be disclosed by order of a court of competent jurisdiction.

20.3 This Clause 20 shall survive termination of this Agreement for a period of five (5) years.

21. GENERAL

21.1 Force Majeure

21.1.1 Definition

- (a) For the purposes 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, public health crisis, pandemic, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by government agencies.
- (b) Force Majeure shall not include:
 - i. any event which is caused by the negligence or intentional action of a Party or its agents or employees; or
 - ii. any event which any reasonable person could reasonably have been expected to take into account at the time of the execution of the Agreement and to take steps to avoid or to overcome in the performance of his obligations hereunder; or
 - iii. the insufficiency of funds or the failure to make any payment required hereunder.

21.1.2 Measures to Be Taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove with a minimum of delay the hindrance posed by the event on its ability to fulfil its obligations under this Agreement.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such events as soon as possible, and in any event no later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of the event, and shall similarly give notice of the results of its attempts to remove the hindrance posed by the event under Clause 21.1.2(a) above.
- (c) Notwithstanding Clause 21.1.2(b) above, the Parties shall take all reasonable measures to minimize the adverse effects of an event of Force Majeure on this Agreement.

21.1.3 No Breach of Agreement

- (a) A Party's failure to fulfil any of its obligations hereunder shall not be considered to be a breach of this Agreement insofar as the failure to perform arises from the effect of an event of Force Majeure and provided that the Party whose performance has been affected by such an event has taken all reasonable measures to fulfil the terms and conditions of this Agreement.
- (b) Any period within which a Party shall complete performance of any of his obligations under this Agreement shall be extended for a period equal to the time during which such Party was unable to perform such obligation as a result of the effect of an event of Force Majeure.
- (c) The Parties may also agree to extend the time for performance of any obligation hereunder.

21.2 Amendments and Variation

This Agreement may only be amended in writing signed by duly authorised representatives of the Parties. The Authority may, without invalidating the Agreement, order an addition to or omission from or other change in the Goods (or maintenance thereof) or the order or period in which the Goods are to be supplied and any such instruction shall be valued on a fair and reasonable basis. Instead of the valuation and adjustment referred to above, the Contract Sum and time may be agreed in writing between the Authority and the Contractor prior to the Contractor carrying out any such instruction.

21.3 Entire Agreement

This Agreement contains the whole agreement between the parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.

21.4 Waiver

No failure or delay by the Authority in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

21.5 Agency, Partnership etc

- (a) This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.
- (b) Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

21.6 Further Assurance

Each Party to this Agreement shall at the request and expense of the other or any of them execute and do any deeds and other things reasonably necessary to carry out the provisions of this Agreement or to make it easier to enforce.

21.7 Severance

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

21.8 Announcements

No Party shall issue or make any public announcement or disclose any information regarding this agreement unless prior to such public announcement or disclosure it furnishes all the Parties with a copy of such announcement or information and obtains the approval of such persons to its terms. However, no Party shall be prohibited from issuing or making

any such public announcement or disclosing such information if it is necessary to do so to comply with any applicable law or the regulations of a recognised stock exchange.

21.9 Interpretation

In this Agreement unless the context otherwise requires:

- (a) words importing any gender include every gender;
- (b) words importing the singular number include the plural number and vice versa;
- (c) words importing persons include firms, companies and corporations and vice versa;
- (d) references to numbered clauses and schedules are references to the relevant clause in or schedules to this Agreement;
- (e) reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;
- (f) any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
- (g) the headings to the clauses, schedules and paragraphs of this Agreement are not to affect the interpretation;
- (h) any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment;
- (i) where the word 'including' is used in this Agreement, it shall be understood as meaning 'including without limitation'.

21.10 Notices

- 21.10.1 Any notice to be given under this Agreement shall be in writing and shall be sent by mail or e-mail, to the address of the relevant Party set out at the head of this Agreement or such other address

as that Party may from time to time notify to the other Party in accordance with this clause. The contact information of the Parties are as follows:

For the Authority:

Chief Executive Officer

Telecommunications Authority of Trinidad and Tobago

No. 5, Eighth Avenue Extension,

off Twelfth Street Barataria,

Trinidad

E-mail: ceo@tatt.org.tt

For the Contractor:

21.10.2 Notices sent as above shall be deemed to have been received three (3) working days after the day of posting, or on the next working day after transmission (in the case of facsimile messages, but only if a transmission report is generated by the sender's facsimile machine recording a message from the recipient's facsimile machine, confirming that the facsimile was sent to the number indicated above and confirming that all pages were successfully transmitted).

21.10.3 To prove that notice was given, it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and

dispatch of the transmission was confirmed and/or acknowledged as the case may be.

21.11 Governing Law and Jurisdiction

The validity, construction and performance of this Agreement shall be governed by laws of Trinidad and Tobago and shall be subject to the exclusive jurisdiction of the Trinidad and Tobago Courts to which the Parties submit.

21.12 Third Parties

This Agreement is not intended to, and does not give any person who is not a party to it any right to enforce any of its provisions.

IN WITNESS OF WHICH the Parties hereto have set their hand and the date and year above mentioned.

Signed by)
Chief Executive Officer)
Telecommunications Authority of)
Trinidad and Tobago)
in the presence of)

Signed by [Name])

[Title])
For and on behalf of)
[Company])
in the presence of)

TATT TEMPLATE

SCHEDULE TWO

TATT TEMPLATE