



REQUEST FOR PROPOSALS NO. ACTT/001/2023

PROVISION OF INTERNAL AUDIT SERVICES FOR THE ACCREDITATION COUNCIL OF TRINIDAD AND TOBAGO

RFP Date: May 5, 2023

Closing Date: June 30, 2023 at 4.00 p.m. AST

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1.0 INTRODUCTION

The Accreditation Council of Trinidad and Tobago (“the ACTT”) is a body corporate, established by the Accreditation Council of Trinidad and Tobago Act Chapter 39:06 (“the ACTT Act”) of the Laws of the Republic of Trinidad and Tobago Chapter 39:06.

Section 8(1) of the ACTT Act establishes the ACTT as the principal body in T&T responsible for conducting and advising on the accreditation and recognition of post secondary and tertiary educational and training institutions, programmes and awards, and the promotion of quality standards.

Our Vision

*“ACTT is to be the **vanguard and catalyst** of a quality post-secondary and tertiary education sector which is **globally relevant, responsive and supportive of the development** of a qualified workforce and society in Trinidad and Tobago and the wider Caribbean.”*

Our Mission

*“ACTT assures and enhances the quality of post-secondary and tertiary education **nationally and abroad** through **innovative business, globally-benchmarked standards and service excellence.**”*

1.1 Objectives

The ACTT invites proposals from suitably qualified service providers for the provision of Internal Audit services that will provide independent, objective advisory services in standard audit areas and assurance on the adequacy of its respective governance, risk management and control processes. The ACTT also expects that the recommendations emanating from the audit will inform overall improvement in operations thereby enabling the ACTT to meet external review standards, including quarterly reporting compliance to the Ministry of Finance and Ministry of Education.

The audit should focus on designated areas as follows -

- a. Financial: All operations with respect to financial management, accounting services and systems/software
- b. Quality Management System (QMS): quality assurance policies, processes and interrelated systems;
- c. Compliance matters including procurement: Compliance with applicable Laws of the Republic of Trinidad and Tobago, ACTT approved policies, processes and procedures, State Enterprises

Performance Monitoring Manual; and

- d. Strategic Management: enterprise risk assessment designed to understand the possible risks within ACTT and optimise the ACTT's operational efficiency and improve the underlying control infrastructure inclusive of environmental scanning, technology management, knowledge management and governance to assist the ACTT in the accomplishment of its strategic objectives.

2.0 ANTICIPATED CONTRACT TERM AND REPORTING

It is anticipated that the term of the contract awarded pursuant to this Request for Proposals (RFP) will be two (2) years.

The selected Proponent will provide reports to the ACTT Board and/or Audit Committee on a quarterly basis and meet with the Board to review its findings, conclusions and recommendations.

Quarterly reports will align with the requirements in the State Enterprises Performance Monitoring Manual and standard audit reports, and reflect each detailed observation or finding and recommendations. The ACTT will also require quarterly tracking reports reflecting recommendations made in completed Audit reports and the status of the ACTT's actions regarding each recommendation.

3.0. INSTRUCTIONS TO PROPONENTS

3.1. Project Sponsor

The Project Sponsor designated by the ACTT for this RFP is the Director, Qualifications and Recognition. The Project Sponsor will be responsible for all communications or may designate personnel to communicate or otherwise engage Proponents. The designation of personnel to communicate with Proponents by the Project Sponsor will be done in writing.

3.2. Proponent's Representative

Proponents must advise the Project Sponsor of the name, business address, telephone number and email address of an individual who is designated as the Proponent's representative for the purpose of this RFP.

3.3. Examination of RFP

Proponents are responsible for examining, with appropriate care and attention, all documents and instructions provided in this RFP and are responsible for ensuring that they are aware of all conditions that may, in any way, affect the proposed deliverables and the associated costs. Failure to do so shall be at the sole risk of Proponents. No relief will be given for errors and/or omissions.

3.4. RFP Clarification

If a Proponent finds discrepancies in, or omissions from the RFP, or should the intent or meaning of any provision be unclear or ambiguous, or should any question arise relative to the RFP; the Proponent should promptly notify the Project Sponsor in writing via email to internalauditor@actt.org.tt

All requests for clarification must be submitted by the date and time indicated in Section 4.1 - RFP Schedule. An acknowledgement of all requests for clarification will be sent by the Project Sponsor.

Replies to such requests, if necessary, will be in writing and copies of all questions and answers will be provided to all Proponents. No requests for clarification received after the specified date and time will be entertained.

3.5. Addenda

ACTT shall, if necessary, issue written addenda changing this RFP at any time prior to the date and time indicated in Section 4.1 - RFP Schedule (except for addenda to extend any deadline under this RFP, which may be issued at any time). Addenda will be issued by the Project Sponsor or the personnel designated to communicate with Proponents, to the Proponent's designated representative as identified in accordance with clause 3.2 above.

No change to this RFP will be effective unless undertaken by an addendum issued under this paragraph.

Should any addenda be issued by the ACTT with respect to this RFP, Proponents shall submit their proposals with a signed and dated copy of each addendum.

4.0 MODIFICATION AND WITHDRAWAL OF BIDS

Proponents may modify or withdraw their Proposals after submission provided that the modification or notice of withdrawal is received in writing by the ACTT prior to the prescribed deadline for the submission of Proposals.

5.0 WAIVER AND ALLOCATION OF RISK

The Proponent acknowledges and agrees that it is solely responsible for obtaining its own commercial, legal, accounting, and other advice with respect to the contents of this RFP or any such information as is described in this paragraph. The proponent who submits a Proposal to the ACTT is deemed to have released the ACTT from, and waived any action, cause of action, claim, liability, demand, loss, damage, cost or expense, of every kind, in any way connected or arising out of the contents of this RFP or any such information as is described in this paragraph.

6.0 CONFIDENTIALITY

All information supplied by the ACTT in connection with this RFP shall be treated as confidential by the Proponent 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 Proposals.

All information supplied by Proponents in response to this RFP shall be treated as confidential by the ACTT, unless disclosure is required by law.

7.0 PROPOSALS

Responses to this RFP should be prepared in a manner that will facilitate the evaluation and decision-making process and must therefore comply with the requirements of this RFP. Failure to submit the required information may result in the proposal not being evaluated.

Proponents are to submit a Technical Proposal and a Commercial Proposal in separate sealed envelopes, in accordance with the two-envelope bidding system. The Proposals will form the basis for contract negotiations and ultimately, for a signed contract as set out in **Appendix A**, once accepted.

The Proponent is required to submit one (1) original and three (3) hard copies of its Technical and Commercial Proposal to the Tender Box. The Proponent is also required to submit a PDF copy via email to internalauditor@actt.org.tt on or before the date and time stipulated below. The envelopes containing the Technical Proposal and the Commercial Proposal must be sealed, labelled in accordance with the Instructions to Proponents, and delivered into the appropriately labelled Tender Box located at the address below, no later than **Friday June 30, 2023 at 4.00 p.m. AST:**

**Accreditation Council of Trinidad and Tobago
Level 1, Maritime Centre
29 Tenth Avenue, Barataria, San Juan 250606
Trinidad and Tobago, W.I.**

The original and copies of the Proposal shall be signed by the Proposer or person(s) duly authorised to commit the Proposer.

All envelopes must be labelled Subject: Provision of Internal Audit Services in response to RFP #ACTT/001/2023. “TECHNICAL PROPOSAL-ORIGINAL”, “TECHNICAL PROPOSAL-COPIES”, “COMMERCIAL PROPOSAL-ORIGINAL”, “COMMERCIAL PROPOSAL-COPIES” as appropriate.

The back of EACH envelope must be labelled with:

[NAME OF PROPOSER]

[ADDRESS]

[CONTACT PHONE NUMBERS]

7.1 **Required Information**

The following information must be provided in the Technical Proposal. Failure to provide required information may lead to rejection of the proposal. Please indicate if an item is not applicable to your company. Rejected proposals will not be evaluated. Proposals must include the undermentioned and be structured as follows:

I. Table of Contents

II. Title Page and Contact information

- Proponent name, position, company name, registered address of company
- Name and position of Proponent Representative, Telephone number and/or mobile telephone number of contact person
- E-mail address of contact person

Complete Form A – Technical Proposal Title Page and Contact Information

III. Checklist of Documents Contained in the Proposal

Complete Form B

IV. Proponent Information

Information for companies

- Certificate of Incorporation/Continuance
- Financial Statements for the last 3 years (Audited, if applicable)
- Valid Income Tax Clearance Certificate
- Valid Value Added Tax Registration Certificate
- Valid National Insurance Board Compliance Certificate (valid as at the date of tender)
- Bank Reference Letter (issued within the last six (6) months)
- Proponent profile/brochure with organisational chart
- Signed Conflict of Interest Statement (*Complete Form H*)
- Signed Declaration of Litigation (*Complete Form J*)

Information for Individuals/sole traders/partnerships

- Certificate of Incorporation (if applicable)
- Certificate of Business Registration
- Financial Statements for the last 3 years (Audited, if available) (if applicable)
- Valid Income Tax Clearance Certificate
- Valid National Insurance Board Compliance Certificate (if applicable)
- Valid Value Added Tax Registration Certificate (if applicable)
- Bank Reference Letter (issued within the last six (6) months)
- Proponent profile/brochure
- Signed Conflict of Interest Statement (*Complete Form H*)
- Signed Declaration of Litigation (*Complete Form J*)

V. Technical Proposal

The categories outlined in the Terms of Reference must be used to draft the technical proposal. The technical proposal must be submitted in a separate envelope from the commercial proposal and must include the following information as outlined in the sample forms, as well as any other information that is considered necessary

- Description of the Approach, Methodology and Work Plan for Performing the Assignment (*Complete Form F*)
- Résumés including, but not limited to, work experience, qualifications and relevant professional memberships, licences and certifications (e.g. Institute of Auditors) of key personnel. (*Complete Form G*)
- Proponent's experience in projects of a similar nature performed in the last five (5) to 10 years (mandatory) – *Completed Form E*
- List of three (3) customers, and email contact, from whom surveys will be submitted to ACTT – *Complete Form C*
- Three (3) completed customer satisfaction surveys, with at least one from clients for which work of a similar nature was completed. The survey is provided in *Form D* and must be emailed by the customer directly to ACTT at internalauditor@actt.org.tt

with subject title: Customer Satisfaction Survey: [Name of Proponent]. These surveys must be received at ACTT by **June 30, 2023 at 4.00 p.m. AST.**

VI. Commercial Proposal

The Proponent's Commercial Proposal shall detail an estimate of fees, price schedule and terms of payment for the services to be provided which will form the basis of a fixed contract price between the parties. Fees for any additional projects and/or services must be mutually agreed upon by the Proponent and the ACTT prior to the commencement of any such project and/or services.

The Commercial Proposal shall include the following: (*Complete Form K*)

- Commercial Proposal Submission Form
- Breakdown of Price/Fees per activity
- Fee Structure

7.2. Additional Information

1. All pages in the technical and financial proposals must be numbered.
2. Proposals submitted after the time and date stipulated in Section 7.0 - RFP Schedule will not be considered. No requests for extensions will be entertained.
3. All costs associated with the preparation of a proposal will be entirely at the expense of Proponents and shall not be chargeable in any manner to the ACTT.
4. The ACTT reserves the right to reject a proposal that does not comply with one or more of the requirements of this RFP.
5. The ACTT reserves the right to cancel this RFP in part or in its entirety without covering any cost incurred by Proponents in preparing and submitting a proposal.
6. The ACTT shall be under no obligation to enter into any discussions for the purpose of seeking clarification to the proposals of each Proponent. However, the ACTT reserves the right to request any, or all, Proponents to explain or elaborate on their proposal without incurring any obligations whatsoever.
7. The evaluation of proposals in response to this RFP, should not be interpreted as a commitment to accept any of the proposals submitted.
8. ACTT does not bind itself to accept the lowest proposal submitted.

9. The ACTT reserves the right to reject any or all proposals or to accept the proposal that, in its judgement, is deemed to be in its best interest and reserves the right to waive any or all of the requirements stated in this RFP.
10. Quoted fees must cover all the required deliverables with a breakdown of the proposed fee structure.
11. If quoted fees are discounted, the basis for the discount must be provided.
12. Value Added Tax (VAT) must be shown separately.
13. All fees must be quoted in Trinidad and Tobago dollars and must be valid for a minimum period of one hundred and eighty (180) days from the RFP closing date.
14. The terms, method and schedule of payments must be provided.
15. Quarterly reports must be submitted for the respective areas audited in accordance with the ACTT's audit plan.

Final payment is dependent on acceptance of reports by the Board of Directors.

7.3. **Conflicts of Interest**

The Proponent 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 ACTT.

Any Proponent who is found to have a conflict of interest with one or more parties in this RFP process shall be disqualified.

A Proponent may be considered to have a conflict of interest with one or more parties in this RFP process if:

1. 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 Proposals or the decision of the ACTT regarding this RFP process; or
2. 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 RFP process.

Proponents must complete and sign ***Form H – Conflict of Interest Declaration***.

8.0 TERMS OF REFERENCE

The successful Proponent shall engage in activities that will provide the ACTT with independent, objective assurance and advisory services, through a systematic, disciplined approach to evaluate and improve the effectiveness of ACTT's policies, processes, procedures and systems. The Proponent shall comply with International Financial Reporting Standards (IFRS) for financial and quality audits. The internal audit function will also include advisory services to prepare the Council for external review.

The functions to be performed include:

1. Evaluation and assessment of whether the ACTT's risk management, controls and governance processes, are adequate and functioning, and that risks are appropriately identified and managed
2. Evaluation of operations and processes for Information Technology, infrastructure and systems
3. Assessment of ACTT's performance with respect to compliance matters including Procurement, to ensure these are executed consistently within the framework of established policies and procedures of the ACTT as well as standards of practice in the field.
4. Assessment of resources to determine whether they are used efficiently and effectively.
5. Verification to ensure ACTT's assets are protected against fraud or theft
6. Assessment of the integrity of financial, accounting, managerial and operational systems and processes to ensure they are maintained and managed appropriately
7. Determination of whether employees comply with technical policies, standards and procedures, and that the ACTT complies with applicable laws and regulations
8. Determination of whether employees comply with financial policies as well as the State Enterprises Performance Monitoring Manual.
9. Evaluation of the rigour of the implementation of ACTT's Quality Management

System, inclusive of all quality assurance policies, processes, criteria, standards and other interrelated systems

10. Evaluation of the integrity of the ACTT’s internal quality assurance processes and provision of recommendation(s) on any identified areas for improvement or strengthening
11. Evaluation of the efficiency of the quality assurance processes offered by the ACTT to its major stakeholders, including but not limited to, students, institutions and professional and statutory bodies and reporting on any recommendations for improvement/strengthening of the processes and services offered.
12. Provision of reports in accordance with clause 2.0.

9.0. SCHEDULE OF EVENTS

9.1. Request for Proposals (RFP) Schedule

Activity	Time (AST)	Date
RFP advertised extension	4:00 p.m.	June 01, 2023
Deadline for Clarifications	4:00 p.m.	June 15, 2023
Deadline for Addenda	4:00 p.m.	June 22, 2023
Deadline for Submission of Proposals	4:00 p.m.	June 30, 2023
Notification of Award to Proponents	4:00 p.m.	August 21, 2023
Standstill Period (7 days)	4:00 p.m.	August 22, 2023- August 30, 2023
Expected Date for Contract Award	9:00 a.m.	September 01, 2023

9.2. Evaluation of Proposals

Proposals received shall be subjected to a combination of pass/fail and weighted evaluation criteria.

The evaluation of Proposals will be conducted in the following stages:

9.2.1. Preliminary Examination

Proposals that are received will be reviewed to ensure that all documents and information requested in the RFP documents are included in the submission. At this point, incomplete submissions may be deemed non-responsive to the requirements outlined in the RFP and will not be considered further.

9.2.2. Evaluation of Technical Specifications

Each submission deemed substantially responsive during the preliminary examination stage and that meets the mandatory minimum criteria shall be subjected to a technical evaluation to ensure that the proposed Internal Audit Services meets the requirements outlined in the RFP documents. The technical evaluation shall be conducted on a pass/fail basis.

9.3. Evaluation Criteria

Proposals will be reviewed objectively and evaluated based on the information requested and the following pre-determined scoring system.

CRITERIA	MAXIMUM SCORE	MINIMUM ATTAINABLE SCORE
<p>1. <i>Evaluation of the Profiles of Proponent and key professionals assigned to the project.</i></p> <p>The Proponent must possess between five (5) and ten (10) years' experience in projects of a similar nature and complexity (5)</p> <p>Consultant(s) assigned to the project must possess:</p> <p>a. Qualifications in Accounting and/or Auditing; Quality Auditing; Risk Auditing/Management; Information Systems Auditing (10)</p> <p>b. Memberships and affiliations in the areas listed at a. above (5);</p> <p>c. Five (5) to ten (10) years' experience in the fields listed at a. above (10)</p>	30	21

2. <i>Approach, Methodology and Project Plan</i> a. Technical approach to the assignment (5) b. Adequacy, appropriateness and feasibility of the methodology (10) c. Completeness and Responsiveness of the Work Plan (20)	30	21
3. <i>Satisfactory Client reference checks</i>	10	07
4. <i>Financial proposal</i>	30	
Total	100	

The Proposals of the Proponents that pass the technical evaluation stage having earned at least the minimum attainable score of 50 in the evaluation criteria, 1-3, will be accepted for further evaluation. The Commercial Proposal of proponents that passed the technical evaluation stage of the evaluation process will then be opened and evaluated.

The Commercial Proposal of all proponents that passed the technical evaluation stage will be reviewed to ensure that all activities required in the scope of services were priced, and that there are no arithmetical errors in the Proponents' Commercial Proposals. In the event of discrepancies between words and figures, the written words will prevail. In the event of discrepancies between unit prices and total amounts, unit prices will prevail.

9.4. Contract Award and Notification

The contract will be executed with the top-ranked Proponent, and the fulfilment of the ACTT's requirements for the creation of binding legal relations, including its internal approval process. This may include negotiations to clarify, among other things, the scope of services and the deliverables of the assignment.

The successful Proponent and the ACTT shall make every effort to execute the formal contract within fourteen (14) days from the date of the Letter of Award.

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

APPENDIX A - SAMPLE CONTRACT

CONTRACT FOR SERVICES

BETWEEN

THE ACCREDITATION COUNCIL OF TRINIDAD AND TOBAGO

AND

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

FOR

THE PROVISION OF INTERNAL AUDIT SERVICES

THE REPUBLIC OF TRINIDAD AND TOBAGO

THIS CONTRACT is made this ____ day of _____, ____ BETWEEN

- (1) **THE ACCREDITATION COUNCIL OF TRINIDAD AND TOBAGO**, a body corporate, having its principal place of business at Level 1 Maritime Centre, 29 Tenth Avenue, Barataria, San Juan 250606 in the island of Trinidad and Tobago (hereinafter called “**the ACTT**”) of the One part; and

- (2) _____ (hereinafter called “**the Consultant**”) of the Other Part; The ACTT and the Consultant are hereinafter sometimes collectively referred to as “**the Parties**” where the context so admits.

WHEREAS:

- A.** The ACTT wishes to have the Consultant provide independent, objective advisory services in standard audit areas and assurance on the adequacy of its respective governance, risk management and control processes.

- B.** A Request for Proposals (“**RFP**”) No..... was issued by the ACTT onfor the provision of Internal Audit Services for the ACTT (hereinafter referred to as “the Services”). The said RFP is hereto annexed and marked “**Appendix “1”**”

- C.** The Consultant submitted its/his Technical and Commercial Proposals dated.....for the provision of the Services. The said Proposals are hereto annexed and marked “**Appendix 2**”

- D. By Letter of Award dated....., the ACTT awarded the Consultant the contract for the provision of the Services. The Letter of Award is hereto annexed and marked “**Appendix 3**”
- E. The Consultant has represented to the ACTT that it/he has the skills, background and experience in providing internal audit services.

NOW IT IS AGREED AS FOLLOWS:

1. DEFINITIONS & INTERPRETATIONS

1.1 DEFINITIONS

Unless otherwise defined, as used in the Contract, the following words shall have the following meanings;

"**The Services**" means the services as detailed hereunder in Clause 3

"**Completion Date**" meansor such other date as the Parties may agree.

"**Fee**" means the sum specified in the Consultant's Commercial Proposal at Appendix 2

"**Named Consultants**" means (names of the consultants who are to provide the Services)

"**Reports**" means all reports documentation, presentations, software or drawing in whatever format that the Consultant shall or may create or deliver to the ACTT as part of the Services provided by the Consultant.

"**RFP**" means the Request for Proposal as at Appendix 1

1.2 INTERPRETATION

In the Contract, except where the context requires otherwise:

(a) words indicating one gender include all genders;

(b) words indicating the singular also include the plural and words indicating the plural also include the singular;

(c) "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and

(d) any references to a person includes natural persons and partnerships, firms and other such incorporated bodies, corporate bodies and all other legal persons of whatever kind and however constituted.

The headings shall not be taken into consideration in the interpretation of the Contract.

2. CONTRACT DOCUMENTS

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

Appendix 1: The RFP No. _____ issued on _____

Appendix 2: The Consultant's Proposals dated _____

Appendix 3: Letter of Award dated _____

Appendix 4: Deliverables

Where any conflict arises between this Contract and any of its Appendices, this Contract shall take precedence. Where such conflict arises out of written modification of this Contract by the Parties, as provided by Clause 5, such modification will take precedence with regard to the issue or matter which it sought to modify.

3. SCOPE OF SERVICES AND CONTRACT DELIVERABLES

The Contractor shall provide the following Services as detailed hereunder in keeping with the Contractor's Technical Proposal at **Appendix 2**

1. Evaluation and assessment of whether the ACTT's risk management, controls and governance processes, are adequate and functioning, and that risks are appropriately identified and managed
2. Evaluation of operations and processes for Information Technology, infrastructure and systems
3. Assessment of ACTT's performance with respect to compliance matters including Procurement, to ensure these are executed consistently within the framework of established policies and procedures of the ACTT as well as standards of practice in the field.

4. Assessment of resources to determine whether they are used efficiently and effectively.
5. Verification to ensure ACTT's assets are protected against fraud or theft
6. Assessment of the integrity of financial, accounting, managerial and operational systems and processes to ensure they are maintained and managed appropriately
7. Determination of whether employees comply with technical policies, standards and procedures, and that the ACTT complies with applicable laws and regulations
8. Determination of whether employees comply with financial policies as well as the State Enterprises Performance Monitoring Manual.
9. Evaluation of the rigour of the implementation of ACTT's Quality Management Systems, inclusive of all quality assurance policies, processes, criteria, standards and other interrelated systems
10. Evaluation of the integrity of the ACTT's internal quality assurance processes and provision of recommendation(s) on any identified areas for improvement or strengthening
11. Evaluation of the efficiency of the quality assurance processes offered by the ACTT to its major stakeholders, including but not limited to, students, institutions and professional and statutory bodies and reporting on any recommendations for improvement/strengthening of the processes and services offered.
12. Determination of ACTT's readiness to submit to an external review and identification of any gaps to be filled.
13. Provision of reports in accordance with clause 10.

4. TERM

The Consultant shall provide the Services for a period of two (2) years commencing _____ and ending on the completion date or any other period as may subsequently be agreed by the Parties in writing.

5. PERFORMANCE OF THE SERVICES

5.1 The Parties shall agree the time and place for performance of the Services.

5.2 The Consultant shall complete the Services by the Completion Date or meet such other dates as agreed by the Parties.

6. MODIFICATION

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

7. CONSULTANT'S EMPLOYEES AND AGENTS

7.1 The Services shall be carried out by the Named Consultants.

7.2 The Consultant shall not make any changes to the Named Consultants except with the prior written approval of the ACTT which shall not be unreasonably refused.

7.3 If the Consultant wishes to change any of the Named Consultants the Consultant shall supply such details as the ACTT may reasonably require (including, but not limited to, full details of the professional and other qualifications, experience and work history of the replacement).

8. PROVISION OF SUPPORT AND FACILITIES

The ACTT shall:

- a) provide the Consultant with all information that is to be part of, or assist in the performance of the Services as the Consultant reasonably requires, once it is capable of so doing;
- b) make all payments to the Consultant in a timely manner according to the terms of Clause 7 of this Contract;
- c) provide any and all instructions to the Consultant, giving the Consultant a minimum of two (2) days to so comply.

9. PAYMENT

A. Payment requests

Payment of the fees of the services shall be made upon acceptance of the quarterly report by the Council.

The Consultant shall render to ACTT invoices within 30 calendar days of the submission of each quarterly report. Each invoice shall correctly detail the services provided at the agreed prices. Payment shall be disbursed to the Consultant within thirty (30) calendar days after the acceptance of the report by the Council.

B. Payment Conditions

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

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

10. PROJECT ADMINISTRATION

The ACTT designates the Corporate Secretary/Legal Officer as the Administrator. The Administrator will be responsible for the coordination of the activities, the acceptance and approval of the reports and other deliverables by the ACTT, and for receiving, certifying and securing the approval of invoices for payment under this Contract.

11. REPORTING REQUIREMENTS

The Consultant shall provide quarterly reports to the Council and/or the Audit Committee of the Council.

12. INDEPENDENT CONSULTANT STATUS

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

13. 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 Consultant under this Contract shall be deemed to be assigned absolutely in perpetuity to the ACTT.
- (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 Contract shall remain the property of the providing party and shall be returned upon the completion of the Services.
- (d) The Consultant 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 ACTT, such permission to be in writing and not unreasonably withheld.

14. OWNERSHIP OF MATERIAL

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the ACTT under the Contract shall belong to and remain the property of the ACTT.

15. PERFORMANCE STANDARDS

The Consultant undertakes to perform the Services, as more particularly set out in Clause 3 herein, with the highest standards of professional and ethical competence and integrity.

16. COMPLIANCE WITH INSTRUCTIONS

The Consultant shall comply with all reasonable instructions of the ACTT regarding the requirements of the ACTT under the Contract.

17. PROHIBITION OF CONFLICTING ACTIVITIES

The Consultant:

- a) shall not engage, either directly or indirectly, during the term of this Contract in any business or professional activities which would be in conflict with the execution of this Contract;
- b) warrants that he 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.
- c) If, during the Contract Term a conflict of Interest arises, or appears likely to arise, the Consultant must:
 - i. notify the ACTT immediately in writing;
 - ii. make full disclosure of all relevant information relating to the conflict, but only to the extent that such disclosure does not violate any confidentiality agreement to which such Parity is a signatory or by which it is bound; and
 - iii. take such steps as ACTT reasonably requires to resolve or otherwise deal with the conflict.
- d) The provisions of this Clause will operate without prejudice to any other rights which ACTT may have arising out, or in respect of, the existence of any Conflict of Interest or potential Conflict of Interest.

18. CONFIDENTIALITY

The Consultant:

- a) shall maintain in confidence any information provided to him either directly or indirectly, under, or in participation in, the execution of this Contract, 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 Contract;

b) shall not, either during the term of this Contract 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 Consultant disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the ACTT's business or operations without the prior written consent of the ACTT.

19. WARRANTIES

The Consultant warrants, represents and undertakes that:

- a) he/they will carry out the work by the Completion Date;
- b) he/they will carry out the Services with all due skill and diligence and in a good and workmanlike manner, and in accordance with the best practice within the industry of the Consultant;
- c) he/they will use its best endeavours to achieve the outcomes and that the outcomes will be in accordance with the RFP;
- d) the Consultant's employees and agents will have the necessary skills, professional qualifications and experience to perform the Services in accordance with the RFP and best practices;
- e) the Consultancy Services and Reports shall not infringe any third-party intellectual property rights;
- f) he/they has/have full capacity and authority to enter into this Contract;
- g) that he/they belongs/belong to the following organisations which regulate the Consultant's profession and govern the standards of the Consultant:
 - a.

Irrespective of the obligations and commitments entered into in this Contract, by the Consultant, the ACTT acknowledges and agrees that such obligations and commitments are always subject to the standards, regulations and requirements of the regulating body.

20. INDEMNIFICATION

The Consultant shall defend, indemnify, protect and save harmless the ACTT 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 Consultant, 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, judgements or otherwise.

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

21. TERMINATION

21.1 Upon the breach by the Consultant of any of its duties or obligations under this Contract in relation to the provision of the services, the ACTT shall have the right to terminate this Contract by notice in writing to the Consultant.

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

21.3 The ACTT may terminate this Contract for convenience at any time, upon not less than thirty (30) days prior written notice to the Consultant. Upon such termination, the ACTT will be liable to the Consultant for payment of:

- (i) all fees payable for deliverables accepted by the ACTT to date of such termination,
- (ii) all fees payable for the work-in-progress, as demonstrated to the reasonable satisfaction of the ACTT, on a time and material basis; and
- (iii) such other costs of the Consultant, demonstrated to the reasonable satisfaction of the ACTT to be directly related to the winding down of the Services and work which are being terminated.

21.4 Either the ACTT or the Consultant may terminate the Contract forthwith by notice in writing if 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.

21.5 Either the ACTT or the Consultant may terminate this Contract forthwith if either party is declared bankrupt, or a receiver or administrative receiver is appointed of any of the other's property.

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

22. FORCE MAJEURE

If the performance of the Contract or any obligation under it is prevented, restricted or interfered with by reason of the following circumstances which are deemed by these presents to be beyond the reasonable control of the party obliged to perform it, such as fire or other causality, Act of God, strike or labour dispute, war or any law, order or requirement of any government agency, the party so affected, upon giving prompt notice in writing to the other Party of the occurrence of the circumstance, shall be excused from performance to the extent of the prevention, restriction or interference, but the Party so affected shall use its best endeavours to avoid or remove the causes of non-performance and shall continue performance under the Contract with the utmost dispatch whenever such causes are removed or diminished.

23. INSURANCE

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

24. CONSULTANT'S ACTIONS REQUIRING ACTT'S PRIOR APPROVAL

The Consultant shall obtain the ACTT'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-Consultant and the terms and conditions of the sub-contract shall have been approved in writing by the ACTT prior to the execution of the sub-Contract, and
 - ii. the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Contract;
- b) modifying the scope of deliverables as stated in Appendix 3;
- c) modifying the Terms of Reference as stated in Appendix 2.

25. ASSIGNMENT

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

26. LAW GOVERNING CONTRACT AND LANGUAGE

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

27. SURVIVAL OF PROVISIONS

Clauses 12, 13 and 17 of this Contract and any corresponding rights and/or obligations conferred on either Party shall be enforceable after completion.

28. WAIVER

Failure or neglect by either Party to enforce at any time any of the provisions of this Contract 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 Contract nor prejudice either Party's rights to take subsequent action.

29. NOTICES

Any notice, request or consent made pursuant to this Contract 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 ACTT: Curtis Floyd

Executive Director (Ag)

The Accreditation Council of Trinidad and Tobago

Level 1, Maritime Centre

29 Tenth Avenue

Barataria

Consultant:

30. DISPUTE RESOLUTION

All disputes or differences of opinion relating to the application or interpretation of this Contract 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 Contract, 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.

31. 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; and
- c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

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

Signed by:

For and on behalf of the within named

ACTT

In the presence of:

Signed by:

For and on behalf of the within named

Consultant

In the presence of: