ProcureTT

Terms of Use Policy

Version 1.0

These Terms of Use govern your access to and use of the website https://procurett.oprtt.org ("the Site"), operated by the Office of Procurement Regulation (the "Office"). By accessing or using the Site, you acknowledge that you have read, understood and agree to be legally bound by these Terms of Use, any applicable instructions, processes, procedures and recommendations as advised on the Site and all applicable laws.. If you do not agree with any of these terms, do not access or use the Site.

1. Purpose of the Site

1.1 The Site serves as an online noticeboard where public bodies in Trinidad and Tobago can publish the following procurement and disposal notices:

i. Annual Schedule of Planned Procurement Activities;
ii. Tender Notices;
iii. Pre-qualification Notices; and
iv. Disposal Notices.

1.2 There is no cost associated with the publishing of notices and schedules.

2. User Eligibility and Responsibilities

2.1 Public Bodies

2.1.1 Public bodies, in their role as procuring entities, are granted elevated access by the Office for the purpose of publishing and managing their notices as listed in clause 1.1.

2.1.2 As an authorised user of the system you hereby confirm that you have the full power, capacity and authority to fulfil the role of Accounting Officer, "named" Procurement Officer and/or supporting procurement personnel within the procuring entity that you represent. Authorisation is subject to validation and approval by the Office.

2.1.3 As an authorised user, you agree that you are solely responsible for the contents of any information that you post on the Site. You agree that you will ensure that in relation to any information you post:

i. you are entitled to do so;
ii. it is in compliance with the Public Procurement and Disposal of Public Property Act, 2015 (as amended), and its attendant Regulations, and does not otherwise contravene any law;
iii. it does not breach your obligations in clause 3;
iv. it is accurate and timely;
v. it does not contain any information that is untrue, incorrect, unfounded or misleading; and
vi. it does not purport to reflect the Office's views or be binding on, or posted by, the Office.

2.1.4 The Office reserves the right to remove material you have posted on the Site if the Office finds that any of the Terms of Use have been breached.

2.2 Suppliers and Contractors

2.2.1 Suppliers and contractors may freely access and view published notices and schedules. User accounts are not required for viewing the published content.

2.2.2 Suppliers and contractors who wish to participate in procurement opportunities shall abide by the Public Procurement and Disposal of Public Property Act, 2015 (as amended), its attendant Regulations and any instructions outlined by the public body for the procurement or disposal activity.

2.3 General Public

2.3.1 All users may browse and view published notices and schedules.

3. Acceptable Use

You agree to access and use the Site for lawful purposes only and you agree not to:

i. use the Site for fraudulent or unlawful purposes;
ii. use the Site to defame, abuse, harass, threaten or otherwise violate the rights of others, including intellectual property rights;
iii. impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Site, or express or imply that the Office endorses any statement you make;
iv. interfere with, or disrupt the operation of, the Site or the servers or networks used to make the Site available, or violate any requirements, procedures, policies or regulations of such networks;
v. transmit or otherwise make available in connection with the Site any virus, worm, Trojan horse or other computer code, that is harmful or invasive, or may, or is intended to, damage the operation of, or to monitor the use of, any hardware, software or equipment;
vi. modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Site;
vii. frame or mirror any part of the Site;
viii. use the site in any manner which constitutes a violation of any law; nor
ix. attempt unauthorised access to the Site or its servers.

4. Intellectual Property

All content, including layout, design and data published on the Site, is the property of the Office or the relevant public body unless otherwise stated. Unauthorised reproduction, distribution, or commercial use of this content are prohibited without prior written permission.

5. Platform Content and Accuracy

While the Site aims to provide up-to-date and accurate information, the Office does not guarantee the completeness or timeliness of any notice or schedule. The accuracy of published content is the sole responsibility of the registered user in accordance with clause 2.1.3. Users should independently verify any information before relying on it for decision-making or submission of bids.

6. Privacy and Data Collection

The Site may collect basic, non-personally identifiable information such as IP addresses and browsing activity for analytics and service improvement in accordance with the Site's privacy policy. For any data collection that involves personally identifiable information, users will be informed through a privacy notice.

7. Modification of Terms

These Terms of Use may be revised from time to time without prior notice. Users are encouraged to review the Terms of Use periodically. Revised terms will be effective at the time that the updated Terms of Use is posted on the Site. Your continued use of the Site constitutes your acceptance of the revised terms.

8. Third-Party Links

The Site may contain links to external websites for informational purposes or for accessing further information on public bodies' websites. The Office does not control or endorse these websites and is not responsible for links or information

available on linked websites, including their reliability, usefulness, security or otherwise. The Office reserves the right to disable any unauthorised links from the Site.

9. Suspension or Termination of Access

Without limiting any other rights and remedies available to, the Office, reserves the right to suspend or revoke access for registered users found in violation of these Terms of Use or engaged in conduct deemed harmful to the integrity of the Site.

10. Modification of Site

The Office may, at any time modify, suspend or terminate the Site to match the evolving needs of the platform.

11. Disclaimers

11.1 The Site is provided on an “as is” and “as available” basis, without warranties and guarantees of any kind to the maximum extent permitted by law.

11.2 The Office does not warrant that the functions provided on the Site will be secure, uninterrupted or error free, that defects will be corrected, or the Site or the server that makes it available, are free from viruses or items of a disruptive or harmful nature. You must ensure that you are protected against viruses, malware or other items of a destructive or harmful nature.

11.3 The Office does not make any representation about, or endorse, or accept any responsibility for the accuracy, currency, completeness, fitness for purpose, usefulness, or reliability of any information on the Site and you agree that your reliance on, interpretation of, and use of such information is entirely at your own risk.

11.4 The Office does not act as an agent for any users and is not a party to any procurement process between users, except where the Office is the procuring entity.

12. Limitation of Liability

The Office shall not be liable in contract, tort, by statute or otherwise, for any direct, indirect, consequential or punitive losses or damages, arising from your use of the Site, including, but not limited to, any loss or damage arising from:

i. any defects, delays or interruptions in the Site;
ii. your inability to use the Site;
iii. errors or inaccuracies in information;
iv. loss or corruption of data or computer systems; or
v. your use of linked third-party sites or resources.

This includes, but is not limited to, loss of income, business opportunities, profits, reputation, or anticipated savings.

13. Governing Law

These Terms of Use are governed by and construed in accordance with the laws of Trinidad and Tobago. The courts of Trinidad and Tobago have exclusive jurisdiction over any claim or dispute arising out of, or in connection with, these Terms of Use.

14. Contact

For support or questions regarding these Terms of Use, please email support@opr.org.tt

15. Entire Agreement

These Terms of Use form the entire agreement between you and the Office in relation to the provision and use of the Site and supersedes all agreements,

arrangements, understandings or representations relating to the subject matter of this agreement.

16. Severability

If any provision of this Agreement becomes or is held invalid, unenforceable or illegal (whether partly or in full) for any reason, and in any respect, that provision (or part of that provision) will be severed, and the remaining terms and conditions will continue in full force and effect with the necessary modifications.

17. Interpretation

"Law" refers to the laws enacted by the Parliament of Trinidad and Tobago and includes any subordinate legislation and regulations.

"Public Body" has the same meaning as assigned to it in the Public Procurement and Disposal of Public Property Act, 2015 (as amended).