



## **MINISTRY OF COMMUNICATIONS**

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# **BIDDING DOCUMENT**

**The Engagement of a Qualified Vendor to Supply, Install, Configure and Commission a High Availability Storage Solution for the Digitization of Government Media Assets, National Archives of Trinidad and Tobago**

**July 17<sup>th</sup> , 2020**

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## Definitions

- (a) "Client" means the agency with which the selected Vendor signs the Contract for the Services, in this case the Ministry of Communications, (MOC).
- (b) The "Bidder " also referred to as the "Vendor" or "Contractor" means any entity or person, including a Joint Venture, Consortium or Association that may provide or provides the Good, Services or Consultancy to the Client under the Contract.
- (c) "Firm" means an unincorporated body of two or more individuals, or one or more individuals and one or more corporations, or two or more corporations, who have entered into partnership with one another with a view to carrying on business for profit;
- (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in said contract.
- (e) "Day" means calendar day.
- (f) "Government" means the government of the Republic of Trinidad and Tobago.
- (g) "Instructions to Bidders" (Section 1 of the BIDDING DOCUMENT) means the document which provides Bidders with all information needed to prepare their Proposals.s
- (h) "Ministry" refers to the Ministry of Communications.
- (i) "Proposal" includes the Technical component and the Financial component.
- (j) "Bidding document" means the Bidding document prepared by the Ministry for the selection of a Vendor or Contractor.
- (k) "Services" means the work to be performed by the Vendor/Contractor pursuant to the Contract.
- (l) "Scope of Works" (SOW) means the document included in the BIDDING DOCUMENT which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Ministry and the Vendor/Contractor, and expected results and deliverables of the assignment.

# SECTION 1.0 INSTRUCTIONS TO BIDDERS

## 1.0 Introduction

- 1.1 The Client (Ministry of Communications (MOC)) will select a qualified firm/organization (the Vendor) from those whose proposals are deemed eligible and which satisfy the evaluation criteria indicated in Section 7.0.
- 1.2 Bidders are invited to submit a Proposal, for “the Engagement of a Qualified Vendor to Supply, Install, Configure and Commission a High Availability Storage Solution for the Digitization of Government Media Assets for the National Archives of Trinidad and Tobago. The proposal will be the basis for a signed contract between the Ministry of Communications and the selected Bidder.
- 1.3 Upon release of this Bidding document, a pre-bid conference will be held at the Ministry of Communications TIC Building, Morvant, on **July 27<sup>th</sup>, 2020 at 10:00 AM**. All questions arising out of the bidding document must be submitted in writing via email **on or before 4:00 PM July 28<sup>th</sup>, 2020** to: [MOCTenders@gov.tt](mailto:MOCTenders@gov.tt)
- 1.4 Bidder’s should familiarize themselves with local conditions and take them into account in preparing their proposals. Bidder’s who do not attend the pre-bid conference will be precluded from submitting a bid. However, bidder’s are encouraged to attend the pre-bid conference. Bidder’s should send an **email to [MOCTenders@gov.tt](mailto:MOCTenders@gov.tt)** to register for this solicitation and obtain additional information on the pre-bid conference.
- 1.5 Answers to all questions and queries will be forwarded to all bidder’s who register for this solicitation by **July 29<sup>th</sup>, 2020**.
- 1.6 Bidders shall bear all costs associated with the preparation and submission of their proposals. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability from the Bidders.
- 1.7 By submitting a Proposal, the Bidder represents and warrants that it has studied and is thoroughly familiar with the requirements and specifications of the Services. This includes familiarity with the Contractual Terms and Conditions as per the draft contract attached to this bidding document, with all current labour and market conditions, and with applicable laws, such that the Bidder accepts responsibility for and is prepared to execute and shall completely fulfil all

obligations under the proposed Contract. Likewise, the Bidders shall warrant the accuracy and reliability of all information they submit in this process.

## **2.0 Conflict of Interest**

- 2.1 The Client requires that Bidders all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- 2.2 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth in 3.0 below.

## **3.0 Conflicting Relationships**

- 3.1 A Bidder (including its Personnel and Sub- Contractors) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Scope of Works of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.
- 3.2 Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract.
- 3.3 Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists.
- 3.4 When the Bidder nominates any government employee as Personnel in their proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position.

## **4.0 PROPOSAL DOCUMENTS**

### **4.1. *Set of Proposal Documents***

4.1.1 This bidding document document issued for the purpose of inviting proposals includes:

- Instructions to Bidders
- Scope of Works
- Response Forms
- Evaluation Criteria

4.1.2 The Bidder is expected to examine carefully all instructions, conditions, forms and terms. Failure to comply with the requirements of the tendering procedures will be at the Bidder's own risk.

4.1.3 All proposals would be considered the property of the Bidder.

### **4.2 *Language of the Proposal***

4.2.1 All documents, correspondence, and any other formatted communications shall be written in the English Language.

### **4.3 *Communications Regarding the bidding document***

4.3.1. Bidders are required to submit written questions on matters in which clarification is needed as indicated in Section 1.3. These questions must be submitted on or before the defined date for query submission.

4.3.2. All communications should be in writing via email as identified in 1.3 above. Any oral communications shall be considered unofficial and non-binding.

4.3.3. All responses shall be made via e-mail. Such responses may constitute an amendment to the bidding document. Only written responses from [MOctenders@gov.tt](mailto:MOctenders@gov.tt) to written communications shall be considered official and binding upon, the Government of the Republic of Trinidad and Tobago. The Ministry of Communications reserves the right, at its sole discretion, to determine appropriate and adequate responses to written comments, questions, and requests for clarification.

## 5.0 PREPARATION OF PROPOSALS

5.1.1 The Bidder is expected to examine all terms and instructions included in the proposal documents. All information requested must be provided.

5.1.2 Bidders must provide the following in their Proposal:

- (i) The full name, signature, office and business address of the Bidder
- (ii) The signature of the person making the offer, or in the case of a company, partnership or business firm, by a duly authorised officer or employee of such company, partnership or business firm.

5.1.3 The initials of the person making the offer must be inserted next to any alterations or erasures made in the case of a company, partnership or business firm, the initial of a duly authorised officer or employee of such company, partnership or business firm

5.1.4 In the case of any discrepancy between the copies of the proposals, the original will govern. The original and each copy of the proposal must be prepared in indelible ink and must be signed by the authorised representative of the Bidder.

### 5.2 *Mandatory Submissions*

5.2.1 Failure to submit the following will result in the proposal not being considered:

1. Valid Tax Clearance Certificate;
2. Valid Value Added Tax (VAT) Certificate;
3. Valid National Insurance (NIS) Certificate; and
4. Certificate of Incorporation

**Bidders must provide valid exemption certificates if not qualified for any of the above.**

## 5.3 *COSTING OF PROPOSALS*

5.3.1 The Bidder shall bear all costs associated with the preparation and submission of the proposals. The Ministry of Communications shall in no case be responsible or liable for these costs regardless of the conduct or outcome of the tendering process.



5.3.2 By submitting a Proposal, the Bidder accepts that it shall bear any and all costs due to the Bidder's misinterpretation or misunderstanding of the Contract requirements, or because of any information which is known or should have been known to the Bidder, such as the Bidder's labour costs.

## 5.4 **PROPOSAL VALIDITY**

5.4.1 Bidders **MUST** provide in their proposal an assurance that their proposal will remain valid for an initial minimum period of one hundred and **twenty (120) days** from the closing date of the proposal or as stated otherwise, during which time the Bidders will undertake to maintain, without change, the proposal cost and staffing (including named personnel).

5.4.2 In exceptional circumstances, prior to the expiry of the original offer validity period, the Ministry of Communications may ask the Bidder for a specified extension in the period of validity. The request and responses thereto shall be made in writing.

## 5.5 **AMENDMENT OF PROPOSAL PACKAGE**

5.5.1 If it becomes necessary to revise or amend any part of the proposal package prior to the submission deadline, addenda will be provided to the Bidder.

5.5.2 No oral statement of any individual will in any manner modify or affect the terms and conditions of the bid package or any amendment hereto.

5.5.3 Any amendment to this package will be forwarded to the Bidder prior to the hour and date specified for receipt of the proposal.

5.5.4 Any Addendum will be sent in writing by letter, facsimile or email to Bidders and will be binding upon the Bidder. Receipt of any Addendum must be promptly acknowledged, by letter, e-mail or facsimile to the Ministry of Communications.

## 6.0 **SUBMISSION OF PROPOSALS**

6.1 Bidders may only submit one proposal. If a Bidder submits or participates in more than one proposal all such proposals shall be disqualified.

6.2 The system to be utilised for submitting the proposal is that of the **One sealed (Single) envelope system** consisting of the **Technical Component** and the **Financial Component**.

### 6.3 **TECHNICAL COMPONENT**

6.3.1 The Technical Component of the Bid must include the following:

1. A brief description of the Bidder's Organization including :
  - A copy of the Bidder's Company bye laws
  - A copy of the Bidder's Articles of Incorporation
  - A list of the directors of the Company
  - A disclosure statement of conflict of interest, where applicable
  - Certificate of Insurance Coverage.
2. Comments on the Scope of Works (SOW).
3. The Bidder's understanding of the services required.

The Bidder's professional/technical approach to the initiative relative to "the Supply, Installation, Configuration and Commissioning of a High Availability Storage Solution for the Digitization of Government Media Assets for the National Archives of Trinidad and Tobago.

4. A detailed Project Plan (Level 3 Work Breakdown Structure) of the activities, human resource and other needs, and timelines that are proposed to meet the deliverables and objectives as outlined in the TOR. There should be a clear indication of the duration of activities and milestones.
5. Work experience of a similar nature in the subject area of the initiative. The information to be provided on each assignment should indicate, inter alia, the nature of the contract. Further, at least three (3) client organisations for which similar services have been performed within the last five (5) years should be included and an official of each organisation to whom inquiries may be addressed.
6. Detailed Curriculum Vitae of all employees that will be committed to this project and any conditions and/or restrictions on their availability. **All Curricula Vitae must be signed and dated by the person named. Failure to submit signed and dated Curriculum Vitae shall result in the loss of points during the Evaluation.**
7. Proof of Vendor- Manufacture Relationship; Bidders must supply evidence of a Vendor-Manufacturer relationship together with their proposals.

8. Proof of Experience; Bidders must supply evidence as part of their proposal to document that they have successfully implemented solutions of comparable capacity and functionality in the past Three (3) years.
9. Reference Implementations:
  - 9.1 All proposals must identify at least three reference implementations for the proposed hardware and software with at least comparable capacity and functionality.
  - 9.2 Bidders must supply documentation that describes the principal architecture of the SAN, including schematic drawings, together with explanations and justifications why certain decisions were made together with their proposals.
  - 9.3 Bidders are encouraged to submit alternative proposals based on a different SAN technology than the main proposal where such alternative proposals can provide comparable functionality at significantly lower cost.

## **6.4 FINANCIAL COMPONENT**

- 6.4.1 Bidders Financial Component must include the following:
  - i. A general Price Summary, preferably based on the completion of deliverables as outlined in the Scope of Works
  - ii. All hardware and software components should be itemised.
  - iii. All fees and service cost should be clearly stated.
  - iv. All activities should be costed out separately, and in the case of those for which no costing information is provided, it will be assumed that they are included in the overall amount cited in the Financial Proposal.
  - v. The Financial Proposal must take into account all tax liability.
- 6.4.2 The Value Added Tax must be shown in the proposal price in the Financial Proposal. Failure to do so will result in the proposal not being considered.
- 6.4.3 All quoted prices are to be expressed in Trinidad and Tobago Dollars (TTD)
- 6.4.4 Information on financial capacity of the Bidder:
  - I. Copies of Auditor's report together with audited statements made in accordance with approved standards for the last three (3) years, (if not required by law to have audited financials, please submit unaudited statements and legal proof that audited financials are not required;

II. Provide a Letter of Comfort i.e. a letter from your Bank certifying you are in good financial standing; and

6.4.5 Statement Re: legal claims (previous and pending)

6.4.6 Valid Income Tax Certificate, Value Added TAX (VAT) Clearance Certificate **and** valid National Insurance Certificate of Compliance.

6.4.7 Acknowledgement of any Addenda issued by the Ministry of Communications, in response to any queries received by Bidders or for any other reason.

## **6.5 ENVELOPE PREPARATION**

6.5.1 Bidders are to submit one (1) original and five (5) copies each of the Proposal, and mark “ORIGINAL” or “COPY” as appropriate.

6.5.2 The original and all copies of the **Proposal** should be placed in a sealed envelope clearly marked:-

**“The Engagement of a Qualified Vendor to Supply, Install, Configure and Commission a High Availability Storage Solution for the Digitization of Government Media Assets for the National Archives of Trinidad and Tobago.”**

**The Bidder’s name and address must be written on each envelope.**

6.5.3 The title and address of the location where the proposals are to be submitted as follows:

**“The Engagement of a Qualified Vendor to Supply, Install, Configure and Commission a High Availability Storage Solution for the Digitization of Government Media Assets for the National Archives of Trinidad and Tobago.”**

The Permanent Secretary,  
Ministry of Communications  
TIC Building,  
Morvant

6.5.4 The proposals must be deposited in the **Wooden Tender Box** located at:

**The Lobby Area,  
Ground Floor,  
Ministry of Communications,  
Lady Young Road,**

## **Morvant**

**no** later than the time and date indicated in the Proposal Notice. Please note that:

- a) The Tender Box's slot has the dimensions of 37.5 cm (length) x 9 cm (width). Proposals should be packaged to fit into this slot.
- b) Late submissions will not be accepted.
- c) Faxed / emailed proposals will not be considered.
- d) All proposals will be publicly opened. The Bidder or his authorised representatives may be present at the opening.

**6.5.5 Deadline date for submission is August 5<sup>th</sup>, 2020 at 4:00 pm**

## **7.0 EVALUATION OF THE PROPOSALS**

- 7.1 An Evaluation Committee will review the proposals for responsiveness to the Ministry of Communications' requirements. Proposal evaluation will be based on a set of evaluation criteria that reflect the relative importance of the various aspects of the proposal and the bidder's submission in relation to the Ministry of Communications' requirements.
- 7.2 The evaluation of the proposals shall be undertaken using the criteria indicated in 7.6 below.
- 7.3 The Evaluation Committee reserves the right to check references submitted by any bidder. If applicable, a site visit may be undertaken to a location where a previous project of a similar nature was completed by the bidder. The purpose of this visit is to determine aspects of the previous project that might factor into the bidder's evaluation scoring. Additional information may also be requested from a bidder about a previous project in order to prepare for the site visit. The Committee also reserves the right to require responses to questions generated by observations at the site visit.
- 7.4 Bidders must attain a minimum of 70 points in the Evaluation of Proposals with the minimum points for each criterion indicated in the Ttable at 7.6.

7.5 The Ministry of Communications reserves the right to **reject any offers which are not signed, or are in unsealed envelopes, or contain alterations or erasures which are not initialed by the tenderer, without incurring any liability whatsoever.**

7.6

**Evaluation Criteria**

#	Criteria	Maximum Points
1	<p>Proposal demonstrates thorough understanding of bidding document and TOR <b>especially</b> responses to the <b>Standard Features Inquiry</b> (Section 2: Scope of Works, subsection 5.3)</p> <p>Minimum score required: <b>25 points</b></p>	<b>30</b>
2	<p>Proposal demonstrates a sound adherence to <b>Technical Specifications</b> and requirements. Architecture, functionalities, Vendor-proposed enhancements, etc are sound.</p> <p>Minimum score required: <b>20 points</b></p>	<b>25</b>
3	<p>Manageability of the SAN/Storage solution &amp; appropriate Knowledge transfer arrangements.</p> <p>Minimum score required: <b>5 points</b></p>	<b>10</b>
4	<p>Hardware and Software Maintenance and Support arrangements (SLA's, Warranty arrangements etc)</p> <p>Minimum score required: <b>5 points</b></p>	<b>10</b>
5	<p>Experience of implementation staff; Experience of the Firm; Realistic &amp; detailed Gantt Chart detailing tasks, assigned resources, durations, sequencing, start &amp; finish proposal etc.</p> <p>A Method Statement: Detailing how the project will be undertaken, movement of Plant &amp; Equipment, process to</p>	<b>15</b>

	ensure no loss of data and minimize downtime, site coordination, etc.  Minimum score required: <b>10 points</b>	
6.	Financial Capability of the Firm  Minimum score required: <b>5 points</b>	<b>10</b>
	<b>TOTAL</b> <b>70 points</b>	<b>100</b>

## 8.0 QUALIFIED BIDDERS:

The firms that satisfy all Statutory Requirements, with a qualifying score of at least 70% in the evaluation will be regarded as the list of “Qualified Bidders.”

## 9.0 AWARD AND AGREEMENT

9.1 The Ministry of Communications will award the contract to the selected Bidder and will promptly notify the other Bidders that have submitted proposals.

9.2 The contract will be awarded to a Bidder if its proposal conforms to the requirements in terms of the technical capability and other considered factors. If successful, the Bidder will be required to enter into a formal contract with the Permanent Secretary, Ministry of Communications.

## 10.0 CHANGES TO THE BIDDER AFFECTING PERFORMANCE

10.1 Any changes in the financial or legal aspects of the Bidder or its partnership which may affect the execution of the project and which occurred from date of proposal to the award date must be immediately reported in writing and e-mail to the Ministry of Communications. Failure to provide such data could result in the refusal of the Bidder’s proposal.

## 11.0 COMMENCEMENT OF CONTRACT

11.1 The commencement of work or service shall be by agreement of the Permanent Secretary, Ministry of Communications and the successful Bidder in accordance with the terms of the contract and by the proposed Gantt Chart.

## 12.0 TERMS OF PAYMENT

12.1 The Bidder must provide in its financial component any Terms relating to payment schedule. These terms are subject to negotiations with the Ministry of Communications.

Payment will only be made **if the deliverables have been completed** to the full satisfaction and acceptance of the Government of the Republic of Trinidad and Tobago.

## 13.0 RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSAL(S)

13.1 The Ministry of Communications is not bound to accept any proposal.

## 14.0 CANCELLATION OF PROPOSALS

14.1 The Ministry of Communications reserves the right to cancel the tender process in its entirety or even partially without defraying any costs incurred by any Bidder.

## 15.0 DISCLAIMERS

15.1 **Conflict of Interest:** Bidders must immediately inform the Ministry should a conflict of interest arise during the procurement process. A material conflict of interest may result in a bidder being disqualified from participating further in the procurement process.

15.2 **Confidential Information:** The Ministry will take reasonable steps to protect confidential information and subject to applicable law, will not disclose confidential information to a third party without the bidder's prior written consent.

15.3 **Retention of Documents:** The bidding document and its contents remain the property of the Ministry and all documents forming the bidder's proposal shall, once submitted, become the property of the Ministry. Proposals will **not** be returned to bidders at the end of the procurement process.



15.4 **Bid-rigging and Anti-collusion:** Bidders will be disqualified from participating further in the procurement process if they:

- i. Engage in collusive, deceptive or improper conduct in the preparation and submission of their proposals;
- ii. Engage in collusive, deceptive or improper conduct in discussions with the Ministry or while negotiating with the Ministry.

In submitting a proposal, a bidder warrants that its proposal has not been prepared in collusion with the competitor.

The Ministry reserves the right, at its discretion to report suspected collusion or anti-competitive conduct by bidders to the appropriate authority and to provide that authority with all relevant information including the bidder's proposal.

15.5 **Ethics:** Bidders who attempt to influence or provide any form of personal inducement, reward or benefit to any of the Ministry's representatives will be disqualified from participating further in the procurement process.

## Section 2: Scope of Works

### **The Engagement of a Qualified Vendor to Supply, Install, Configure and Commission a High Availability Storage Solution for the Digitization of Government Media Assets for the National Archives of Trinidad and Tobago.**

#### **1.0 Background**

National Archives of Trinidad and Tobago (NATT) is spearheading a digitisation project that involves the expansion of a comprehensive archival media management framework, by which government's audio and video recordings and photographic archives are identified, digitised, catalogued and digitally stored for both access and preservation.

The project will require a safe, secure and scalable digital storage repository for its digitized assets as well as support any digital asset management solution. This is critical for archiving, digital preservation and content distribution of the assets in the long term. This will require close monitoring of the repository to ensure the authenticity, integrity, reliability and usability of the digitized records and any migration to other evolving media formats as technology changes.

The National Archives of Trinidad and Tobago intends to implement a robust IT Infrastructure Storage Solution at its current location, to meet the demands of its audio, visual and photographic media digitisation projects. This implementation is aimed at improving the service delivery, robustness and reliability of its data storage and content management needs. As a part of its existing IT infrastructure, the Digitisation project has been utilizing a combination of an aging Storage Area Network (SAN) solution and several decentralised storage devices as its core storage management platforms.

The National Archives intends on replacing these solutions to provide a newer and central repository with enhanced services and work flows to support the organisation's digitisation and content management needs. A digitisation project that outputs various files sizes, the largest single size being approximately 27GB. Thus the SAN is expected to store, share and manage a considerable volume of large digitised files for various programming, publishing, online and preservation purposes.

## **2.0 Objectives**

### **2.1 *Business Objectives***

To provide a highly available storage solution which is essential to satisfy both the current and future electronic storage needs of the National Archives of Trinidad and Tobago. The aim of this project is to improve reliability of delivered IT services, preservation of Government Digital Assets and to increase storage capacity.

## **3.0 Approach and Major Deliverables**

### **3.1 *Approach:***

The Vendor is expected to submit their approach (a description of the methodology (Method Statement) that is to be used in order to achieve the deliverables) to the project. This approach must include a narrative and schedule detailing how the project would be implemented. It would describe fully the proposed design, the acquisition process, installation process, integration, configuration and testing of the new IT Infrastructure storage solution including switch fabric components, migration of services from the existing servers, Network Security, training and support and Business Continuity Management will be provided. It will also include Occupational Health and Safety measures to be taken, number of the Contractor's staff on site, proposed project organization and areas of office disruption to facilitate the works.

## **4.0 Project Scope**

### **4.1 The scope of works of this storage solution and infrastructure works includes:**

- 4.1.1 Provision of the complete and functional SAN storage solution
- 4.1.2 Provision of training and support services for Storage Solution and Server Environment
- 4.1.3 Provision, configuration and installation of One (1) Server, One (1) Console Kit, One (1) KVM switch, Two (2) Uninterrupted Power Supply and Two (2) Data Centre Switches.
- 4.1.4 Provision and implementation of a complete Tape Drive Library and supplies.

## **4.2 The scope of the storage solution *does NOT include:***

- 4.2.1 Provision and installation of horizontal network cables

## **5.0 Deliverables:**

The project deliverables following award of a contract includes services and products which the vendor is contracted to deliver to the Ministry of Communications, National Archives of Trinidad and Tobago and include hardware, software, licences, additional functionality, installation, configuration, infrastructure integration, documentation, support, training, etc.

### **5.1 Scope of Works:**

#### ***The scope of the SAN Storage Solution and Services to be delivered includes:***

- 5.1.1 Assess the current environment to be migrated and integrated, to the new storage solution
- 5.1.2 Define work to be completed and set project time lines
- 5.1.3 Installation of the Storage Solution & migration of data, software etc including all mounting and racking activities
- 5.1.4 Configuration and Commissioning of the Storage Solution
- 5.1.5 Conduct Power on Self-Test of equipment
- 5.1.6 All hardware & software testing related to the Storage Solution
- 5.1.7 Setup of Multi-Path Cabling for the Storage Solution
- 5.1.8 Configure the storage systems in a High Availability cluster
- 5.1.9 Activation of and confirmation of all licenses
- 5.1.10 System registration and activation of support account with vendor
- 5.1.11 Maintain a clean work space and ensure all packaging is disposed of appropriately
- 5.1.12 Design, migrate and implement required configuration to the Network switches.
- 5.1.13 To install, configure and integrate one (1) Fortigate Firewall in securing its network at the TIC Building site.
- 5.1.14 Work alongside Ministry of Communications and National Archives ICT staff to perform acceptance testing activities
- 5.1.15 All bidders must be certified to perform all relevant professional services

5.1.16 All work requiring system(s) and/or services to be offline must be stated during the 'definition of work' period and the time to have these tasks completed agreed to by the Ministry of Communications. **Such activities may have to take place outside normal working hours to prevent disruption of service to the Ministry of Communications.**

5.1.17 Knowledge Transfer and Training of members of staff to Manage, Configure and Operate the Storage Solution together with all training, management & technical documentation. Bidder must include: (i) Training Schedule; (ii) Course Content; and, (iii) Pre-requisites for training

## 5.2 Scope of Works:

**The scope of works for the provision of One New (1) Server, Console Kit & KVM Switch , Two (2) Uninterrupted Power Supply as well as the two (2) Data Centre Switches are as follows:**

- 5.2.1 Supply, configuration, integration and installation of one (1) Server **in rack** which is to be supplied in 5.4 Table A item 20 below.
- 5.2.2 Supply, configuration, integration and installation of one (1) Rack Mounted Console Kit and KVM switch **in rack** which is to be supplied in 5.4 Table A item 20 below.
- 5.2.3 Supply, configuration, integration and installation of one (1) Data Centre Core Switch **in rack** which is to be supplied in 5.4 Table A item 20 below.
- 5.2.4 Supply, configure and install Two (2) Uninterrupted Power Supply Units **in rack** which is to be supplied in 5.4 Table A item 20 below.
- 5.2.5 Conduct Power On Self Test
- 5.2.6 All Hardware and Software testing related to the Server and other devices supplied and installed by the vendor. Vendor must supply all tools, labour/expertise, minor equipment not stated (eg. Patch Cables & accessories) necessary to ensure that the implementation is complete and fully functional.
- 5.2.7 Work along the Ministry of Communications and National Archives staff to perform acceptance testing.
- 5.2.8 Knowledge Transfer and Training of members of staff to competently manage, configure and operate the Server Environment. Training must include:
  - i. Training Schedule
  - ii. Course Content

iii. Pre-requisites for training

### 5.3 Standard Features Inquiry: Ministry of Communications of Trinidad & Tobago SAN Storage Solution

No.	Desired Feature	Response Submitted (Y/N)	Eval. Points
1.	Briefly explain why you choose your proposed storage solution for the Ministry of Communications.		5
2.	Explain how your solution automatically predicts and resolves 80% of storage and application related problems.		5
3.	Explain how your solution simplifies planning with prescriptive forecasts into capacity, performance, and bandwidth needs.		4
4.	Explain how your solution guarantees 99.999% availability to data access.		4
5.	Explain how your solution handles data in order to save space (e.g. by minimizing duplication & utilizing data compression)		5
6.	List the various performance reports which can be generated from the system that will be beneficial for Ministry of Communications (NATT) Network Infrastructure Staff.		5
7.	Explain how your solution is made simple for the user to manage and operate		5
8.	List and briefly explain the features of all software that comes with your storage solution with licensing information, and including automatic upgrades to the most current version & costs.		5
9.	Explain how your Storage Solution handles simultaneous drive failures		3
10.	Explain how your solution handles mixed workloads with sub-millisecond response requirements.		5
11.	Is your solution NEBS Level 3 Certified (Network Equipment Building System)		1

12.	Does your Storage Solution carry redundant, hot-swap components including controllers, power supplies, SSDs, HDDs, and IO cards? Explain the level of downtime incurred while swapping components.		5
13.	Propose the technology refresh & technology upgrade policy and methods, related to your solution for the Digitization of Government Media Assets for the National Archives of Trinidad and Tobago.		6
14.	Indicate which components in the proposed storage solution has built in redundancy.		3
15.	Explain how the proposed storage solution provides adjustment of performance parameters based on changing business requirements.		5
16.	Explain the volume size limits, expandability, & details on physical, logical & re-striping.		5
17.	Explain how the proposed storage solution ensures data security		5
18.	Explain how the Management Console of the proposed storage solution work.		5
19.	Explain how a test environment can be provided in the proposed storage solution without impacting the production environment.		4
20.	Data Migration Proposal (From Current to proposed Storage)		3
21.	Installation & integration Proposal		7
22.	Testing Proposal (Include proposed test plans & allowable results ranges for all components of the total solution)		5
	<b>TOTAL</b>		<b>100</b>

## 5.4 SPECIFICATIONS

### A. SPECIFICATION TABLE: STORAGE AREA NETWORK, STORAGE SOLUTION

<b>SAN STORAGE SOLUTION BASIC REQUIRED SPECIFICATIONS (Minimum)</b>			
No.	Specification	Capacity	Vendor Met Specs. (Y/N) <i>(Vendor to indicate)</i>
1.	Usable capacity (TB)	300	
2.	Max. # of expansion shelves	24	
3.	Capacity (TB)	300	
4.	Processor	Intel xeon Gold 16 Core or Higher	
<b>5.</b>	<b>RAID level Triple+ Parity</b>		
6.	Onboard iSCSI/Mgmt. 1 Gb/10 Gb ports per array	16	
7.	Optional iSCSI 1 Gb ports per array	96	
8.	Optional iSCSI 10 Gb ports per array	96	
9.	Optional FC 8 Gb/16 Gb ports per array	96	
10.	Max. power requirement (watts/kVA)	3600/4.0 00	
<b>11.</b>	<b>Capacity to Support:</b> Microsoft® Windows® Server, including Microsoft® Hyper-V™   VMware vSphere™   Ubuntu SUSE® Linux Enterprise ; SUSE® Linux Virtualization ; Red Hat® Enterprise Linux® ; Red Hat® Enterprise Virtualization CentOS ; Oracle® Linux® (UEK and RHEL compatible kernels) ; Oracle® Solaris Citrix® ; IBM® AIX®   ESXI 7.0		
12.	High Availability File Controllers	2	
13.	Warranty (Parts & Labour)	<ul style="list-style-type: none"> <li>• Three (3) years Next Business Day Onsite</li> <li>• Three (3) years 24x7 Technical Support Assistance</li> </ul>	
14.	Training in Operations & Management of the SAN with documentation		
15.	Service Level Agreement Proposal to be included	3 Years	



16.	Installation Proposal (Installation to be done by Vendor)		
17.	Technology Upgrade Proposal (after three years)		
18.	Data Migration Proposal (from current to proposed storage)		
19.	Testing Proposal (include proposed test plans & allowable results ranges)		
20.	Rack Requirements	Vendor to provide;; Proposed rack must include all internal power distribution panels that provide enough redundant power connections for the proposed storage solution. Extraction cooling and designed to hose all devices requested in this bidding document. The Vendor must state the quantity and type of connections needed to power the rack	

**B. SPECIFICATION TABLE: One (1) SERVERS**

<b>SERVERS: BASIC REQUIRED SPECIFICATIONS (Minimum)</b>			
<b>No.</b>	<b>One (1) Rack Mountable Servers</b>		<b>Vendor Met Specs. (Y/N)</b> <i>(Vendor to indicate)</i>
1.	Form Factor	Rack Mountable	
2.	Status Indicator	LCD Backlight Display Screen	
3.	Processors	Dual XEON Processors minimum	
4.	Chassis	Chassis with Up to 24 x 2.5 Hard Drives for 1CPU Configuration	
5.	Memory	128 GB RAM	
6.	Hard Drive	<ul style="list-style-type: none"> <li>• All Hard Drives must be compatible with any Hypervisor</li> <li>• Two (2) 1.92TB M.2 SSD SATA</li> <li>• Six (6) 2.4TB 10k RPM SAS 12Gbps 512e 2.5in Hot-plug Hard Drive</li> </ul>	
7.	Operating System Drive/Boot Card	<ul style="list-style-type: none"> <li>• 2 x 1.92TB M2 RAID One</li> <li>• Windows Server 2019 Standard with HyperV.</li> </ul>	
8.	Embedded Systems Management	Remote systems management card for example ILO, iDRAC Enterprise Versions	
9.	Standard Ports	<ul style="list-style-type: none"> <li>• USB 2.0</li> <li>• USB 3.0</li> <li>• VGA</li> <li>• Serial</li> </ul>	
10.	Firmware	UEFI	
11.	PCIe Riser	Riser Config 4, 2x16 LP	
12.	Network Cards	<ul style="list-style-type: none"> <li>• 2 x 1Gbe Base T</li> <li>• 4 x 10Gbe Base T</li> <li>• Ability to support 40 to 100Gbe QSFP+ PCIe Network Adapter Gigabit Ethernet Network Interface Cards</li> </ul>	
13.	Server Rails	Server Rack Rails with Cable Management Arms	
14.	Power System	<ul style="list-style-type: none"> <li>• Dual, Hot-plug, Redundant Power Supply (1+1)</li> <li>• NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America</li> <li>• Energy Star 3.0 Requirements</li> </ul>	
15.	Warranty Support	<ul style="list-style-type: none"> <li>• Three (3) years Next Business Day Onsite</li> <li>• Three (3) years 24x7 Technical Support Assistance</li> </ul>	

16.	Security	<ul style="list-style-type: none"> <li>Trusted Platform Module 2.0, Cryptographically signed firmware</li> <li>Tamper-free updates - components digitally signed and verified</li> </ul>	
17.	Operating System Compatibility	<ul style="list-style-type: none"> <li>Microsoft Windows Server 2019, with Hyper-V</li> </ul>	
18.	Diagnostic Notifications and Troubleshooting	Ability to relay operational information on critical hardware components such as Hard Disk, Processors, Memory and Power Supplies in the event of pre-failure and failure Wake on via LAN or systems management port	
19.	Embedded Systems Management	Remote systems management card for example ILO, IDRAC Enterprise Versions	
20.	Firmware	UEFI	
21.	vSAN Deployment	Configuration of vSAN infrastructure maximizing remote resources to manage project cost as much as possible	

### C. SPECIFICATION TABLE: IU RACKMOUNTABLE CONSOLE KIT & KVM SWITCH

Vendors are free to propose a suitable Console Kit for the Ministry of Communications Environment.

<b>IU Rack Mounted Console Kit with KVM Switch Recommended Specifications</b>			
<b>No.</b>	<b>Feature</b>	<b>Specifications (Minimum)</b>	<b>Vendor Met Specs. (Y/N) (Vendor to indicate)</b>
1.	Physical Dimensions	H x W x D 1.66 x 17.17 x 17.05 in (4.23 x 43.61 x 43.3) cm	
2.	Weight	11.43 lb (5.2 kg)	
3.	Display Type	Flat-panel, active matrix-TFT LCD with anti-glare coating	
4.	Display	18.5 in (46.99 cm), 16 x 9 aspect ratio	
5.	Maximum Input Graphics Resolution	1600 x 1200 @ 60 Hz Refresh Rate	
6.	Response time	<16ms	
7.	Brightness	>187 (cd/m <sup>2</sup> )	
8.	Contrast ratio	> 700:1	
9.	Power Source	90 to 264 VAC, 47 to 63 Hz	
10.	Maximum Power	<36W	
11.	Supported Graphics	640 x 480 VGA through 1600 x 1200 WXGA+	
12.	Keyboard/Mouse Output	USB 2.0 connectors (and Touchpad)	
13.	Environment-friendly Products and Approach	- End-of-life Management and Recycling	
14.	KVM Switch	<b>Appropriate KVM Switch to be supplied</b>	
15.	Warranty	<ul style="list-style-type: none"> <li>• Three (3) years Next Business Day Onsite</li> <li>• Three (3) years 24x7 Technical Support Assistance</li> </ul>	

**D. SPECIFICATION TABLE: ONE (1) TAPE DRIVE LIBRARY**

<b>No.</b>	<b>TAPE DRIVE SPECIFICATIONS (Minimum)</b>	<b>Vendor Met Specs. (Y/N)</b> <i>(Vendor to indicate)</i>
1.	Drive Compatibility	LTO-8, LTO-7, LTO-6 or LTO-5
2.	Tape loader	1 drive with 8 Slots (1U)
3.	Tape Library	2 drives with 24 slots (2U to 4U)
4.	Tapes (To be Supplied)	20 LTO-8 ULTRIUM Tapes (12 TB Native Capacity/30 TB Compressed)
5.	Drive interface:	SAS Controller and fibre channel
6.	Connectors	Mini-SAS, LC Optical Fibre, RJ-45 Ethernet, USB port.
7.	Management:	HTTPS web interface
8.	Software	Tape library software
9.	Power	120V
10.	Warranty	<ul style="list-style-type: none"> <li>• Three (3) years Next Business Day Onsite</li> <li>• Three (3) years 24x7 Technical Support Assistance</li> </ul>

**E. SPECIFICATION TABLE: TWO (2) UNINTERRUPTED POWER SUPPLY**

<b>UPS Specifications (Minimum)</b>	<b>Vendor Met Specs. (Y/N) (Vendor to indicate)</b>	<b>UPS Specifications (Minimum)</b>	<b>Vendor Met Specs. (Y/N) (Vendor to indicate)</b>
1. 3000VA Rack Mount Smart UPS		2. Output Volt Amp Capacity (VA) 3000 (Output kVA Capacity (kVA)	
3. Output Watt Capacity (Watts) 2700 (Output kW Capacity (kW) 2.7)		4. Rated input current (Maximum Load) 24A	
5. Nominal Input Voltage(s) Supported 100V AC; 110V AC; 115V AC; 120V AC; 127V AC		6. Nominal Input Voltage Description 120V factory default	
7. UPS Input Connection Type L5-30P		8. Input Circuit Breakers 40A	
9. UPS Input Cord Length (ft.) 10		10. Recommended Electrical Service 30A 120V	
11. Remote Power Off		12. Input Phase Single-Phase	
13. 1GbE UPS Network Management Module		14. UPS Management Software	
15. Circuit Breaker for load segments		16. Status Reporting of UPS	
17. RS232 Serial Communications Port		18. Remote On/Off	
19. Chassis ground terminal		20. USB Serial Communications Port	
21. Battery Detection (ERM)		22. Power from ERM	
23. Output AC Waveform (AC Mode) Pure Sine wave		24. Nominal Voltage Details 120V factory-default nominal voltage	
25. Output AC Waveform (Battery Mode) Pure Sine wave		26. Three (3) years Next Business Day Onsite. Three (3) years 24x7	

		Technical Support Assistance	
27. Frequency Compatibility 50 / 60 Hz; Supports 50 to 60 Hz and 60 to 50 Hz conversion			

**F. SPECIFICATION TABLE: TWO (2) DATACENTRE SWITCHES**

<b>Switch Specifications (Minimum)</b>	<b>Vendor Met Specs. (Y/N)</b> <i>(Vendor to indicate)</i>	<b>Switch Specifications (Minimum)</b>	<b>Vendor Met Specs. (Y/N)</b> <i>(Vendor to indicate)</i>
1. Data center class Top of Rack (TOR) POE+ switches		2. High 1/10GbE ToR port density with 40 to 100 GbE uplinks	
3. 48 RJ-45 1/10GbE ports (IEEE 802.3an-2006 Type 10GBASE-T and IEEE 802.3ab-2008 Type 1000BASE-T)		4. 4 QSFP+ 40-100GbE ports	
5. IPv6 support in ToR with full L2/L3 features		6. Convergence ready with DCB, FCoE, and TRILL	
7. I/O ports and slots 48 fixed 1000/10000 SFP+ ports		8. 4 QSFP+ 40-GbE ports	
9. Additional ports and slots: 1 RJ-45 serial console port, 1 RJ-45 out-of-band management port,		10. Power supplies: dual power supplies	
11. Stacking cable		12. Two included SFP+ Transceivers modules 100GbE	

## 5.5 *Miscellaneous*

### 5.4.1 Proof of Vendor-Manufacturer Relationship

Bidders must supply evidence of a Vendor-Manufacturer relationship together with their proposals.

### 5.4.2 Proof of Experience

Bidders must supply evidence as part of their proposal to document that they have successfully implemented solutions of comparable capacity and functionality in the past three (3) years.

### 5.4.3 Reference Implementations

5.5.3.1 All proposals must identify at least three reference implementations for the proposed hardware and software with at least comparable capacity and functionality.

5.5.3.2 Bidders must supply documentation that describes the principal architecture of the SAN, including schematic drawings, together with explanations and justifications why certain decisions were made together with their proposals.

5.5.3.3 Bidders are encouraged to submit alternative proposals based on a different SAN technology than the main proposal where such alternative proposals can provide comparable functionality at significantly lower cost.



## Section 3 Proposal Forms

*Comments in brackets [ ] provide guidance to the Firms for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]*

TP-1	cover Letter
TP-2	Bidder's Experience
TP-3	Team Composition and Task Assignments
TP-4	Curriculum Vitae (CV) for Employees assigned to this project

### **FORM TP-1 Cover Letter**

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[Location, Date]

Permanent Secretary,  
Ministry of Communications  
TIC Building,

Lady Young Road,

Morvant

Dear Madam:

We, the undersigned, offer to provide services for *[Insert title of assignment]* in accordance with your Bidding document dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical and Financial components:

We are submitting our Proposal in association with: *[Insert a list with full name and address of each associated Vendor]*

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

The Proposal validity period is ( ) days from the deadline date of submission of proposals. If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We agree, if our proposal is accepted, to execute the services related to the assignment, not later than the date indicated by the Ministry.

We hereby agree that in competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, enforced in the Republic of Trinidad and Tobago.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

Company Stamp: \_\_\_\_\_

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### **TP- 2 – Vendor’s Experience**

[Provide information about each of the assignments for which your firm has been legally engaged under contract in its own name to deliver services similar to those requested here in the BIDDING DOCUMENT, during the past five years. It is recommended that you list a maximum of ten (10) such assignments.]

Assignment name:	Approx. value of the contract (in TT \$ currency):
Name of Organization:	Duration of assignment (months)
Address:	Total N <sup>o</sup> of staff-months of the assignment:
Nature and Scope:	
Organization size:	Start date (month/year): Completion date (month/year):
Name of associated Vendors/Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project	
Description of actual work and services provided by your staff within the assignment:	
Client Reference  Name:  Contact No:  Email:	

Firm’s Name: \_\_\_\_\_

**FORM TP-3 TEAM Composition and Task Assignments**

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Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

**FORM TP-4 Curriculum Vitae (CV) for Employees Assigned to this Project**

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1. **Proposed Position** *[only one candidate shall be nominated for each position]*: \_\_\_\_\_

2. **Name of Firm** *[Insert name of firm proposing the staff]*: \_\_\_\_\_  
\_\_\_\_\_

3. **Name of Staff** *[Insert full name]*: \_\_\_\_\_

4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

5. **Education** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]*: \_\_\_\_\_  
\_\_\_\_\_

6. **Membership of Professional Associations:** \_\_\_\_\_  
\_\_\_\_\_

7. **Other related Training** *[Indicate significant training since degrees under 5 - Education were obtained, include product certification where applicable]*: \_\_\_\_\_  
\_\_\_\_\_

8. **Countries of Work Experience:** *[List countries where staff has worked in the last ten years]:* \_\_\_\_\_

\_\_\_\_\_

9. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* \_\_\_\_\_

\_\_\_\_\_

10. **Employment Record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

<p><b>11. Detailed Tasks Assigned</b></p>	<p><b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b></p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p>
---	---

<p><i>[List all tasks to be performed under this assignment]</i></p>	<p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	--

**13. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience.

I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_ Date: \_\_\_\_\_

*[Signature of staff member or authorized representative of the staff]*

*Day/Month/Year*

Full name of authorized representative: \_\_\_\_\_

## Section 4. Financial Component Proposal Form

Financial component Form shall be used for the preparation of the **Financial component** according to the instructions provided under para. 10.4.1 of Section 2.

- PR-1 Financial component Submission Form (VAT must be clearly stated)
- PR-2 Summary of Costs
- PR-3 Breakdown of Cost by item/activity
- PR-4 Breakdown of Other Costs per item/Activity



**FORM FP-1 Bid Validity Form**

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[Date]

Permanent Secretary,  
Ministry of Communications  
Republic of Trinidad and Tobago  
West Indies

Dear Madam:

We, the undersigned, offer to provide the services for *[Insert title of assignment]* in accordance with your Bidding document dated *[Insert Date]* and our Proposal.

The Proposal validity period is (            ) days from the deadline date of submission of proposals and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

Company Stamp: \_\_\_\_\_

**FORM FP-2 SUMMARY of Costs**

Description (Item/Activity)	Quantity	Unit Cost	Currency(ies) <sup>1</sup>	Amount(s)
		Subtotal		
		Other Costs		
		<b>Total Amount of Financial Proposal</b>		-----

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<sup>1</sup> Local currency and US.

## Section 5 Bid Conformance Sheet

### Engagement of a Qualified Vendor to Install and Configuration of a Storage Solution

**Bidders are requested to complete this checklist for submission of their tender document.**

2	120 days bid validity period	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
3	Valid Income Tax Clearance Certificate	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
4	Valid VAT Clearance Certificate	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
5	Valid National Insurance Certificate of Compliance	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
6	Certificate of Incorporation	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

I/We certify that the above checked items have been included in my/our Proposal. Submission is in accordance with instructions therein.

**N.B.** Failure to provide all the (documents listed in the above Check List) would deem your bid non-compliant and will lead to the Ministry’s non acceptance of your offer.

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

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

\_\_\_\_\_  
**Company Stamp**

# **SAMPLE CONTRACT**

## **GOVERNMENT OF THE REPUBLIC OF TRINIDAD AND TOBAGO**

### **DISCLAIMER:**

This sample contract contains the GoRTT's standard terms and conditions of contract. This sample document contains the basic terms and conditions into which GoRTT is willing to enter with a Contractor, PROVIDED HOWEVER that GoRTT reserves the right to amend the terms of this contract prior to execution, and to include additional provisions relative to the installation, configuration and commissioning of the solution.

The final contract between GoRTT and the successful Bidder may be negotiated by the Parties.

Note that all time-frames referenced in this sample document are subject to change depending on the duration of the contract term.

**THIS CONTRACT** (hereinafter together with all Appendices attached hereto and forming an integral part hereof called ("**the Contract**") is made the day of \_\_\_\_\_ in the Year Two Thousand and between Permanent Secretary, Ministry of \_\_\_\_\_ which expression shall mean and include the person or persons for the time being carrying on the duties of Permanent Secretary in the said Ministry acting herein for and on behalf of the Government of the Republic of Trinidad and Tobago (hereinafter called "**GORTT**" of the One Part) and [**Consultant**] or [**Company**] having its registered office at [*insert address*] (hereinafter called "**the Consultant/Contractor**") of the Other Part.

**WHEREAS:**

(a) GORTT is desirous of obtaining Consultancy/Other Services for [*insert general description of services*] which are more particularly described in the [*identify documents*] (hereinafter called "**the Services**".)

(b) The Consultant/Contractor having represented to GORTT that it has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract.

**NOW IT IS HEREBY AGREED** as follows:-

- 1) GORTT **HEREBY APPOINTS** the Consultant/Contractor and the Consultant/Contractor **HEREBY ACCEPTS THE APPOINTMENT** to provide the Services in accordance with the Appendices hereto annexed and the terms and conditions herein contained.
- 2) In consideration of the satisfactory performance and completion of the Services in accordance with this Contract GORTT hereby covenants to pay to the Consultant/Contractor the fixed sum of [*insert sum*] **DOLLARS (\$ *insert figure*) in accordance with the Letter of Award dated \_\_\_\_\_, hereto annexed and marked ""**.
- 3) The Consultant/Contractor for itself and its assigns and GORTT (but not so as to impose any personal liability on the Permanent Secretary, Ministry of \_\_\_\_\_) mutually covenant that they will respectively perform and observe the several provisions of this Contract to be performed and observed by them respectively hereunder.
- 4) In the event that any of the contract provisions is declared invalid the remaining provisions shall not be affected and shall have full force and effect.

- 5) It is understood that the opinions and recommendations of the Consultant/Contractor obligate neither GORTT nor its representatives who reserve the right to put forward such observations or exceptions as they deem appropriate.
- 6) In this Contract, words and expressions shall have the same meaning as are assigned in the Contract Documents hereinafter referred to.
- 7) The following documents shall comprise the Contract Documents and shall be deemed to form and be read and construed as part of this Contract namely:  
*[Insert relevant document names in the form of a bulleted list]* dated \_\_\_\_\_ **hereto annexed and marked”**.
- 8) Should there be any conflict between this Contract and any other document hereto before listed this Contract will take precedence.
- 9) Each of the Parties warrants its powers to enter into this Contract and that it has obtained all necessary approvals to do so.
- 10) Each Party acknowledges that this contract contains the whole contract between the Parties and that it has not relied upon any oral or written representation made to it by the other or its employers or agents and has made its own independent investigations into all matters relevant to it.
- 11) The Permanent Secretary in the Ministry of \_\_\_\_\_ shall not in any way be held personally liable for anything arising out of this Contract.

## GENERAL CONDITIONS

### 1. DEFINITIONS

Unless the context otherwise requires the following terms whenever used in this Contract have the following meanings:

- (a) "**Contract**" means the contract between the GORTT and the Consultant/Contractor together with all the documents listed in Clause (7) hereinabove of such signed Contract;
- (b) "**Contract Price**" means the price to be paid for the performance of the Services, in accordance with Clause 2 of the signed Contract;
- (c) "**Effective Date**" means the date on which this contract comes into force and effect pursuant to Clause 11 hereof;
- (d) "**Executing Agency**" means the Ministry of \_\_\_\_\_;
- (e) "**Party**" means the GORTT or the Consultant/Contractor, as the case may be, and "**Parties**" means both of them;
- (f) "**Personnel**" means persons hired by the Consultant/Contractor as employees and/or agents and assigned to the performance of the services or any part thereof; "**foreign Personnel**" means such persons who at the time of being so hired had their domicile outside Trinidad and Tobago; and "**local Personnel**" means such persons who at the time of being so hired had their domicile inside Trinidad and Tobago;
- (g) "**Services**" means the [*insert title*] as described in the [*insert name of documents*], all annexed to this Contract;
- (h) "**Sub Consultant/Contractor**" means any person or entity to whom/which the Consultant/Contractor subcontracts any part of the services in accordance with the provisions herein.

### 2. RELATION BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing a relation of master and servant or agent and principal as between GORTT and the Consultant/Contractor. The Consultant/Contractor subject to this Contract has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf.

**3. LAW GOVERNING CONTRACT**

- 3.1 This Contract, its meaning and interpretation and the relation between the Parties shall be governed by the laws of the Republic of Trinidad and Tobago for the time being in force or any amendments thereto.
  
- 3.2 Any proceeding arising out of or in connection with this Contract may be brought in any court of competent jurisdiction in the Republic of Trinidad and Tobago.
  
- 3.3 The submission by the Parties to such jurisdiction shall not limit the right of GORTT or of the Consultant/Contractor upon mutual agreement to commence any proceedings arising out of this Contract in any other jurisdiction it may consider appropriate.
  
- 3.4 Any notice of proceedings or other notices in connection with or which would give effect to any such proceedings may without prejudice to any other method of service be served on any party in accordance with clause 6.
  
- 3.5 In the event that a party to any proceedings arising out of or in connection with this contract is resident outside the Republic of Trinidad and Tobago the address for service in the Republic of Trinidad and Tobago shall be the address for such service nominated in clause 6 of this Contract and any time limits in any proceedings shall not be extended by virtue only of the foreign residence of the party.

**4. LANGUAGE**

This Contract has been executed in the English Language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**5. HEADING**

The headings shall not limit, alter or affect the meaning of this Contract.



6. **NOTICES**

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or 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 transmission and confirmed by registered post to the party to which it is required to be given at the following address:

**For GORTT –**

**The Permanent Secretary**

**Ministry of \_\_\_\_\_**

**Insert Address**

**Port-of-Spain**

**Trinidad**

**Attn:**

**E-mail:**

**Tel. No. (868)-**

**Fax No. (868)-**

**For the Consultant/Contractor -**

*[Insert name]*

**Attn:**

**E-mail**

**Tel. No.**

**Fax No.**

**7. CHANGE OF ADDRESS**

Each of the Parties shall give notice to the other of the change or acquisition of any address or telephone facsimile or other number at the earliest opportunity but in any event within forty-eight (48) hours of such acquisition.

**8. CALCULATION OF TIME LIMITS**

The time limits referred to in this contract shall be calculated as follows except as otherwise stated in these conditions:

- from the day following the date of the act or deed which serves as the point of commencement for this time limit.
- where the time limit is fixed in days, it shall expire at the end of the last day of the time limit laid down in calendar days;
- where the time limit is fixed in months, it shall expire on the day having the same number as the day on which it began;
- in the event of the last month of a time limit fixed in months not having a day with the same number as the date on which it began the time limit shall end on the last day of that month;
- where the time limit is fixed by the week, it shall expire at the end of seven (7) days;
- if the last day of a time limit falls on a Sunday or a public holiday established by law, the time limit shall be extended until the end of the next working day.

**9. AUTHORISED REPRESENTATIVES**

9.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this contract, may be taken or executed on behalf of GORTT by the Permanent Secretary, Ministry of \_\_\_\_\_ or her designated representative.

9.2 Any action required or permitted to be taken and any document required or permitted to be executed under this contract may be taken or executed on behalf of the Consultant/Contractor by *[insert name]* or his designated representative.

10. **TAXES AND DUTIES**

The Consultant/Contractor and personnel shall pay all taxes, duties, fees, levies and other impositions levied in accordance with the laws of Trinidad and Tobago.

11. **COMMENCEMENT DATE**

This Contract is deemed to have come into force and effect on the *[insert day]* of *[insert month]*, *[insert year]*.

12. **COMPLETION DATE**

12.1 Subject to clause 12.2 the Consultant/Contractor shall complete and deliver the Services within the stipulated time frame, *[state time frame]* or as mutually agreed upon by the parties or as extended and approved by the Ministry of \_\_\_\_\_.

12.2 Unless terminated earlier pursuant to Clause 18.2 and 18.3 hereof, this Contract shall terminate when pursuant to the provisions herein, the Services have been completed and the payments of remuneration and reimbursable expenditures have been made.

13. **ENTIRE AGREEMENT**

This Contract contains all covenants, stipulations and provisions by the Parties. No agent or representative of either Party has authority to make and the Parties shall not be bound by or be liable for any statement, representation, promise or agreement not set forth herein.

14. **MODIFICATION**

Modification of the terms and conditions of this contract, including any modifications in the scope of the Services may only be made by written agreement between the parties.

15. **ASSIGNMENT AND SUB-CONTRACTING**

The Consultant/Contractor shall not assign the whole or any part of this Contract without the written consent of GORTT, shall not sub-contract the whole or any part of this Contract without the prior written consent of GORTT and such consent if given shall not relieve the Consultant/Contractor of any liabilities or obligations under the terms of this Contract.

16. **FORCE MAJEURE**

16.1 **DEFINITIONS**

- (a) For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts, or other industrial action (except where such strikes, lockouts or other industrial action are within the powers of the Party invoking Force Majeure to prevent), 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 such Party's agents or employees nor;
  - ii. any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this contract and avoid or overcome in the carrying out of its obligations hereunder;
  - iii. insufficiency of funds or failure to make any payment required hereunder;

16.2 **NO BREACH OF CONTRACT**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under this contract 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, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

16.3 **MEASURES TO BE TAKEN**

- (a) 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 of delay.
- (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 not later than seven (7) days following the occurrence of such event, providing evidence of the nature and cause of such

event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

#### **16.4 EXTENSION OF TIME**

Any period within which a Party shall, pursuant to this Contract, complete any action or tasks shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### **16.5 PAYMENTS**

GORTT shall not be liable to make any payments under the Contract in respect of the period of the Consultant/Contractor's inability to perform the Services herein as a result of an event of Force Majeure and any sum already paid thereunder in respect of that period shall be credited to the period following the resumption of the Services.

#### **16.6 CONSULTATION**

Not later than ten (10) days after the Consultant/Contractor, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

#### **17. SUSPENSION**

GORTT may, by written notice of suspension to the Consultant/Contractor, suspend all payments to the Consultant/Contractor hereunder if the Consultant/Contractor fails to perform any of its obligations under this contract, including the carrying out of the Services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the Consultant/Contractor to remedy such failure within a period not exceeding ten (10) days after receipt by the Consultant/Contractor or of such notice of suspension.

## **18. ABANDONMENT, CHANGE OF PLAN AND TERMINATION**

### **18.1 ABANDONMENT**

- (a) GORTT shall have the absolute right to abandon or amend the Services or to change the general basis for the execution of the Services at any time and such action on its part shall in no event be deemed a breach of contract.
- (b) If GORTT amends the scope of the Services or changes its general basis and the Consultant/Contractor is of the opinion that extra Services are made necessary as a result thereof, the provisions of the Extra Services Clause herein shall apply.

### **18.2 TERMINATION BY GORTT**

GORTT may terminate this Contract immediately after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause and by not less than twenty-eight (28) days written notice of termination to the Consultant/Contractor after an event referred to in paragraphs (c) through (f) of this Clause:

- (a) if the Consultant/Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 17 hereinabove, within twenty-eight (28) days of receipt of such notice of suspension or within such further period as GORTT may have subsequently approved in writing;
- (b) if the Consultant/Contractor becomes insolvent or bankrupt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.
- (c) if the Consultant/Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 33 hereof;
- (d) if the Consultant/Contractor submits to GORTT a statement which has a material effect on the rights, obligations or interests of GORTT and which the Consultant/Contractor knows to be false;
- (e) if, as a result of Force Majeure, the Consultant/Contractor is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- (f) if GORTT, in its sole discretion and for any reason whatsoever, decides to terminate this contract.

### **18.3 TERMINATION BY THE CONSULTANT/CONTRACTOR**

The Consultant/Contractor may, by not less than twenty-eight (28) days' written notice to GORTT, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this clause terminate this contract:-

- (a) if GORTT fails to pay any money due to the Consultant/Contractor pursuant to this contract and not subject to dispute pursuant to Clause 32 hereof within twenty-eight (28) days after receiving written notice from the Consultant/Contractor that such payment is overdue;
- (b) if GORTT is in material breach of its obligations pursuant to this contract and has not remedied the same within twenty-eight (28) days (or such longer period as the Consultant/Contractor may have subsequently approved in writing) following the receipt by GORTT of the Consultant/Contractor's notice specifying such breach;
- (c) if, as a result of Force Majeure, the Consultant/Contractor is unable to perform a material portion of the Services for a period of not less than forty two (42) days; or
- (d) if GORTT fails to comply with any final decision reached as a result of arbitration pursuant to Clause 33 hereof.

#### **18.4 CESSATION OF RIGHTS AND OBLIGATIONS**

Upon termination of this contract pursuant to Clauses 18.1, 18.2, 18.3 or upon completion of this contract pursuant to Clause 12 hereof, all rights and obligations of the Parties hereunder shall cease, except

- (i) such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) the obligation of confidentiality set forth in Clause 20 hereof;
- (iii) the Consultant/ Contractor's obligations to permit inspection, copying and auditing of their accounts and records set forth in Clause 23 hereof, and
- (iv) any right which a party may have under the Laws of the Republic of Trinidad and Tobago.

#### **18.5 CESSATION OF SERVICES**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 18.2 and 18.3 hereof, the Consultant/Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditure for this purpose to a minimum. With respect to documents prepared by the Consultant/Contractor and equipment and materials furnished by GORTT the Consultant/Contractor shall proceed as provided respectively by Clauses 24 and 25 hereof.

#### **18.6 PAYMENT UPON TERMINATION**

- (a) Upon abandonment of the Services or termination of this contract under Clauses 18.1, 18.2 or 18.3 hereof, and subject to the obligation of the Consultant/Contractor to reduce expenditure to a minimum as contained in

Clause 18.5 the Consultant/Contractor shall be entitled to receive the remuneration due up to the effective date of abandonment or termination and reimbursement in full for such costs as shall have been incurred during the contract period prior to the effective date of such abandonment or termination and which are directly attributable to the incomplete portion of the Services covered by this contract.

- (b) Compensation to the Consultant/Contractor in respect of abandonment or termination shall be agreed between GORTT and the Consultant/Contractor or, failing agreement, shall be referred to arbitration in accordance with Clause 32 of this Agreement.

## **18.7 DISPUTES ABOUT EVENTS OF TERMINATION**

- (a) If either Party disputes whether an event specified in paragraphs (a) through (c) of Clause 18.2 and Clause 18.3 hereof has occurred such Party may, within seven (7) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 33 hereof and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
- (b) If the Parties do not agree upon the value of the Services performed prior to termination of the contract other than for Services which have been unsatisfactorily performed, the provisions for Arbitration pursuant to Clause 32 hereof shall apply.

## **19. FAIRNESS AND GOOD FAITH**

### **19.1 GOOD FAITH**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.

### **19.2 OPERATION OF CONTRACT**

The Parties recognize that it is impractical in this contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of the contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 32 hereof.



**20. DUTIES OF THE CONSULTANT/CONTRACTOR**

**20.1 GENERAL OBLIGATIONS**

**STANDARD OF PERFORMANCE**

- (a) The Consultant/Contractor shall exercise all reasonable skill, care and diligence in discharge of its duties under this contract. The Consultant/Contractor, its staff, employees and agents shall respect, comply with and adhere to the laws and customs of the Republic of Trinidad and Tobago and shall carry out all its responsibilities in accordance with the professional standards of its profession.
  
- (b) The Consultant/Contractor, its staff, employees and agents shall throughout the performance of the Services and following their completion maintain the strictest secrecy vis-a-vis third parties in respect of information data or documents acquired or brought to their notice during the performance of the Services.
- (c) The restriction at Clause (b) above shall continue to apply and after the completion of the Services without any time limit but shall cease to apply to such information or knowledge which has in entirety become public knowledge otherwise than through any unauthorized disclosure or other breach on the part of the Consultant/Contractor of the said restriction.
- (d) In carrying out the Services entrusted to it the Consultant/Contractor shall endeavour to find the technical and economic solutions best suited to the requirements.

20.2 The Consultant/Contractor shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices. The Consultant/Contractor shall observe sound management practices and employ appropriate advanced technology and safe methods. The Consultant/Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to GORTT, and shall at all times support and safeguard the GORTT's legitimate interests in any dealing with Third Parties.

**21. CONFLICT OF INTERESTS**

**21.1 CONSULTANT/CONTRACTOR NOT TO BENEFIT FROM COMMISSIONS DISCOUNTS ETC. AND NOT TO BE OTHERWISE INTERESTED IN THE PROJECT**

The remuneration of the Consultant/Contractor pursuant to Clause 2 of this Contract shall constitute the Consultant/Contractor's sole remuneration in connection with this

Contract or the Services hereof. The Consultant/Contractor shall not accept for its own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this contract or to the Services or in the discharge of its obligations hereunder, and the Consultant/Contractor shall use its best efforts to ensure that any Personnel and agents shall not receive any such additional remuneration.

The Consultant/Contractor agrees that, during the term of this Contract and after its termination, the Consultant/Contractor and any entity affiliated with the Consultant/Contractor, as well as any Sub-Consultants/Contractors and any entity affiliated with such Sub-Consultants/Contractors, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant/Contractor's Services for the preparation or implementation of the project.

#### **21.2 PROHIBITION OF CONFLICTING ACTIVITIES**

Neither the Consultant/Contractor nor its agents or the Personnel of either of them shall engage, either directly or indirectly, in any business or professional activities in the Republic of Trinidad and Tobago which would conflict with the activities assigned to them under this Contract.

#### **21.3 CONSULTANT/ CONTRACTOR'S PERSONNEL**

- (a) The Consultant/Contractor shall staff the project as specified in the Key Personnel Clause referred to in the Bidding documents hereto annexed. Changes in staff shall not be permitted except the Consultant/Contractor can give substantial reasons and can show that the circumstances for requesting such changes are extenuating. No prior changes in staff must be made unless the Consultant/Contractor first obtains in writing the approval of GORTT. Replacement staff shall have the same or superior knowledge and skills as the staff being replaced. Approval so given shall in no way relieve the Consultant/Contractor of its contractual obligations nor shall such approval give rise to claims as Extras. The Consultant/Contractor shall employ duly qualified personnel to perform the Services under this Contract. Preference shall be given to nationals of the Republic of Trinidad and Tobago with regard to Local Consulting and Support as stated in the Technical Proposals. The qualifications and experience of all personnel shall be furnished to GORTT. The Consultant/Contractor agrees to remove any employee from the works if requested in writing to do so by the GORTT. The Consultant/Contractor shall use its best efforts to ensure that any Sub-consultant/contractor, as well as the

personnel and agents of either of them similarly shall not receive any such additional remuneration.

- (b) The Consultant/Contractor shall employ personnel who, in the judgment of the Consultant/Contractor, will be reliable and will most likely perform satisfactorily the terms of their employment agreement with the Consultant/Contractor and will comply fully with applicable laws and in respect of foreign personnel, will comply with GORTT's policy and rules relating to the conduct and behavior of foreign personnel in Trinidad and Tobago.
- (c) In the performance of all duties, the Consultant/Contractor shall be responsible for the professional conduct of its personnel and shall, except in relation to activities contrary to the Laws of the Republic of Trinidad and Tobago, have full authority and responsibility for taking any necessary corrective action.
- (d) The Consultant/Contractor agrees to furnish GORTT with full particulars of all persons employed under this Contract. If required, all such persons shall be subject to security approval prior to assignment to the Services. The Consultant/Contractor further agrees at the written request of GORTT to terminate the employment of any individual if GORTT is of the opinion that for security or other valid reasons termination is required. In the event of such termination, the Consultant/Contractor shall provide replacements and bear all costs associated with such termination and replacement/s.

#### **21.4 LIABILITY OF CONSULTANT/CONTRACTOR**

The Consultant/Contractor shall be liable to the GORTT for the performance of the Services in accordance with the provisions of this Contract and for any loss suffered by the GORTT as a result of any default of the Consultant/Contractor, its Sub-Consultant/Contractor or its Personnel in such performance subject to the following limitations:-

- (a) The Consultant/Contractor shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission of any persons other than the Consultant/Contractor, its Sub-Consultant/Contractor or the Personnel of either of them; and
- (b) The Consultant/Contractor shall not be liable for any loss or damage caused by or arising out of circumstances over which the Consultant/Contractor had no control.

#### **21.5 INDEMNIFICATION**

21.5.1 The Consultant/Contractor shall defend, indemnify, protect and save harmless GORTT and its agents, servants and employees 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 Consultant/Contractor, its agents, servants, and employees in the

performance of professional services under this contract, including but not limited to expenditure for and costs of investigations, hiring of experts, witnesses, court costs, Attorneys' settlements, judgments or otherwise.

21.5.2 GORTT shall as soon as practicable after a claim has been made against it give written notice thereof of the claim. If a suit is brought against GORTT, GORTT shall immediately forward to the Consultant/Contractor every demand, complaint, notice, summons, pleading or other process received by it or its representative.

21.5.3 The Consultant/Contractor shall reimburse the GORTT for reasonable costs incurred by it to correct, modify or redesign any plans submitted by the Consultant/Contractor that are found to be defective or not in accordance with the provisions of this Contract and all work resulting from and related to such plans submitted by the Consultant/Contractor as are found to be defective or not in accordance with the provisions of this Contract.

21.5.4 The Consultant/Contractor shall place with the Client a policy of Insurance or bond for professional negligence, malpractice and/or public liability of the types necessary to protect it from any claims arising under the foregoing provisions (paragraph 21.5.1 above) and specifically providing for coverage of the GORTT as a named insured identical to the terms and requirements of the foregoing provisions (paragraph 21.5.1) above. The said Insurance or bond shall be maintained in force by the Consultant/Contractor from the date of this Contract until a date at least one (1) year following the actual completion and acceptance of the services by the GORTT.

21.5.5 The Consultant/Contractor shall provide the GORTT with evidence of the Consultant/Contractor's insurance in accordance with the foregoing provisions.

21.5.6 In the event that the Consultant/Contractor provided evidence of insurance in the form of certificates of insurance valid for a period of time less than the period during which Consultant is required by the terms of this Contract to maintain insurance, said certificates shall be acceptable, but the Consultant/Contractor shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance from time to time, so that the GORTT is continuously in possession of evidence of the Consultant/Contractor's insurance in accordance with the foregoing provisions.

21.5.7 The GORTT shall as soon as practicable after a claim has been made against it give written notice thereof to the claim. If suit is brought against the GORTT, the GORTT shall immediately forward to the Consultant/Contractor every demand, complaint, notice, summons, pleading or other process received by it or its representative

**22. REPORTS**

- 22.1 Reports shall be submitted in accordance with the Bidding documents hereto annexed.
- 22.2 The Consultant/Contractor shall submit to GORTT any additional reports that may be reasonably requested in connection with the progress of the Services and/or special problems.
- 22.3 The Consultant/Contractor shall incorporate in the reports any revision or enlargement that GORTT deems necessary within the scope of the Bidding documents hereto annexed.
- 22.4 The Consultant/Contractor shall not be entitled to any extension of the time limit due to factors which have not been brought to the attention of GORTT. Any extension of the time limits of the Contract shall only be warranted by factors which the Consultant/Contractor could not reasonably foresee when the Contract was signed, which it could not prevent and the consequences of which it was unable to avert despite taking all necessary action to that end.
- 22.5 All reports and technical documents required herein shall be prepared in consultation with the GORTT and all outgoing documents will be channeled through the assigned Ministry.
- 22.6 The Consultant/Contractor shall prepare a Final Close-Out Report summarizing the achievements of the objectives of the consultancy for submission to the Permanent Secretary.

**23. ACCOUNTING, INSPECTION AND AUDITING**

The Consultant/Contractor shall keep accurate and systematic records and accounts of all Services in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof and shall make them available for inspection, checking and auditing by duly authorised GORTT representatives. The Consultant/Contractor further agrees that all of the above records shall be kept open for at least five (5) years for post-checking and auditing by duly authorised GORTT representatives.

**24. OWNERSHIP OF DATA**

All notes, calculations, computer inputs and outputs, design drawings, records, reports, papers and any other technical data and other documents prepared by the Consultant/Contractor or obtained from whatever source in connection with the Services shall become and remain the property of the GORTT and shall be handed over to the

GORTT by the Consultant/Contractor together with a detailed inventory thereof, not later than upon the termination or expiration of this Contract. The Consultant/Contractor may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior approval of the GORTT.

25. **OWNERSHIP OF INSTRUMENTS AND EQUIPMENT**

The Consultant/Contractor agrees to hand over to GORTT in proper working condition and order on substantial completion of the Services, or upon termination of contract, all instruments, machinery, items of furniture, any other non-consumable items and all other consumable items which may have been purchased with funds made available by GORTT for use in the execution of the Services. All such purchases of instruments, machinery and other such items shall be selected in consultation with GORTT and shall be deemed to be the property of GORTT from the date of purchase. The Consultant/Contractor agrees to replace and/or repair any of the above equipment that are damaged or lost while in its possession provided such damage and loss is beyond reasonable wear and tear.

26. **EXTRA SERVICES**

If the Consultant/Contractor is of the opinion that any Services the Consultant/Contractor had been directed to perform are outside the scope of this contract and constitute extra services the Consultant/Contractor shall promptly notify, in writing, GORTT of that fact. In the event that GORTT determines that such Services do constitute extra services, it shall provide extra compensation to the Consultant/Contractor upon the mutually agreeable fair and equitable basis. In the event that GORTT and the Consultant/Contractor do not reach mutual agreement on what constitutes extra services or fair and equitable compensation, the provisions of the Arbitration Clause of this contract shall apply.

27. **ERRORS AND OMISSIONS**

The Consultant/Contractor agrees to perform such additional services as may be necessary to correct errors and omissions by the Consultant/Contractor in the Services without undue delay and without additional cost to GORTT. The acceptance of the Services by GORTT shall not relieve the Consultant/Contractor of the responsibility for subsequent correction of such errors. Nothing herein shall be construed to relieve the Consultant/Contractor of the responsibility for subsequent correction of such errors.

Nothing herein shall be construed to relieve the Consultant/Contractor of its liability for additional costs resulting from errors or negligence.

**28. AVAILABILITY OF DATA**

GoRTT shall provide to the Consultant/Contractor all available technical data related to the Services, without expense.

**29. CONFIDENTIALITY**

29.1 The Parties agree not at any time during or after the term of this Contract to divulge or allow to be divulged information deemed or discussed as Confidential Information under this Contract to any person except persons in their employ or under their control who have a reasonable need to know such information in order to perform their assigned duties and to each Party's directors, executive officers, Attorneys, accountants, lenders and similar professionals advising on or for the purpose of advancing this Contract.

29.2 The stipulation of Confidentiality in this Article shall survive for a period of five (5) years after termination of this Contract howsoever effected. The obligation mentioned hereinabove shall not apply to any information which at the time of it being divulged was in the public domain but not through the action of either Party in breach of this Contract.

**30. INSPECTION BY GORTT**

Duly authorised GORTT representatives shall have access to all records pertaining to the Services rendered and shall have such inspections as often or as frequently as required. The Consultant/Contractor further agrees to co-operate with GORTT's officers assigned to the Services being performed by the Consultant/Contractor for the purposes of supervision, checking, observations and reporting directly to GORTT when such need arises. All such reports shall be kept strictly confidential between GORTT's officers and GORTT.

**31. APPROVAL BY GORTT OF REPORTS AND DOCUMENTS**

31.1 Approval by GORTT of the reports and documents drawn up and submitted by the Consultant/Contractor shall be evidence of their conformity with the provisions of this contract.

- 31.2 GORTT shall notify the Consultant/Contractor within twenty-one (21) days as to whether it has approved or rejected all Reports and documents other than the Final Report and documents submitted by the Consultant/Contractor or whether it requests revisions amendments modifications and clarifications of the said reports and documents.
- 31.3 GORTT shall notify the Consultant/Contractor within twenty eight (28) days as to whether it has approved or rejected the Final Report and documents submitted by the Consultant/Contractor or whether it requests revisions amendments modifications and clarifications of the said report and documents.
- 31.4 Where GORTT approves a report or document subject to modification by the Consultant/ Contractor, a time period shall be negotiated by both parties in which to make the requested changes. After such modification the report or document shall be deemed to have received approval if, within twenty-eight (28) days of receipt by GORTT, the latter has not notified the Consultant/Contractor of any breach, comments or observations.

## 32. **PAYMENT**

- 32.1 Payment to the Consultant/Contractor for services performed shall be made in accordance with Clause (2) of the signed contract and the Letter of Award both hereto annexed.
- 32.2 The final payment for the Services performed by the Consultant/Contractor shall be contingent upon prior acceptance by GORTT of the final report of the Consultant/Contractor in addition to the satisfactory completion by the Consultant/Contractor of all obligations under this contract.
- 32.3 Payment of reimbursable expenditure shall be based on the actual expenditure incurred by the Consultant/Contractor as evidenced by appropriate supporting documents.

## 33. **SETTLEMENT OF DISPUTES**

### 33.1 **AMICABLE SETTLEMENT**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation thereof.

- 33.1.1 In the event of any dispute between the parties in relation to or arising out of this Agreement either of them shall serve notice on the other giving particulars of the dispute and requesting a meeting to attempt reach an amicable resolution of the dispute. The



parties shall negotiate in good faith for the resolution of the dispute during a period of seven (7) calendar days from the receipt of such notice (the "Negotiating Period").

33.1.2 If the parties fail to resolve the dispute between them during the Negotiating Period the parties may refer the same to a mutually agreed mediator for non-binding mediation.

**33.2 RIGHT TO ARBITRATION**

Any dispute between the Parties as to matters arising pursuant to this contract which cannot be settled amicably within twenty-eight (28) days after receipt by one Party of the other Party's request for such amicable settlement, or within such extended time as agreed between the Parties, may be submitted by either party to arbitration in accordance with the provisions of the Arbitration Ordinance of the Republic of Trinidad and Tobago Chapter 5:01 or any statutory modification/s thereof for the time being in force.

IN WITNESS whereof, the PARTIES have caused THIS CONTRACT to be executed in duplicate as of the date first hereinabove written.

**SIGNED** by )  
Permanent Secretary, Ministry of \_\_\_\_\_ )  
\_\_\_\_\_ for and on behalf of the )  
Government of the Republic of Trinidad and )  
Tobago in the presence of:- )

**\* SIGNED** by )  
**for and on behalf of** in )  
the presence of:- )

*\* where the Common Seal is to be affixed, substitute with the following*

THE COMMON SEAL OF )  
[insert Company name] )  
was hereunto affixed by )  
its Secretary in the presence of )  
[insert name] )  
one of its Directors by order and )  
authority of the Board of Directors )  
and in conformity with the By-laws )  
of the Company in the )  
presence of:-