



**Government of the Republic of Trinidad and Tobago**  
**Office of the Prime Minister - Communications**

**The Engagement of a Firm for the Upgrade  
of  
the National Archives of Trinidad and  
Tobago  
ICT Network Infrastructure**

**March 28<sup>th</sup> 2023**

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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 Office of the Prime Minister, (OPM)
- (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 I of the Bidding Document) means the document which provides Bidders with all information needed to prepare their Proposals.
- (h) “Ministry” refers to the Office of the Prime Minister.
- (i) “Proposal” includes the Technical and the Financial components.
- (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

### 1.1 Introduction

- 1.1.1 The Client Office of the Prime Minister (OPM) will select a qualified firm/organization (the Vendor) from those whose proposals are deemed eligible and which satisfy the evaluation criteria indicated in Section 1.7
- 1.1.2 Bidders are invited to submit a Proposal, for “**The Engagement of a Firm for the Upgrade of the National Archives of Trinidad and Tobago ICT Network Infrastructure**”. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract between the Office of the Prime Minister and the selected Bidder.
- 1.1.3 Upon release of this Bidding Document, a Bidders Conference and Site Visit will be held on **Thursday April 6<sup>th</sup> 2023, 10am at the National Archives: 105 St Vincent Street Port of Spain**. All questions arising out of the Bidding document must be submitted in writing via email **on or before 4:00 PM, Tuesday 11<sup>th</sup> April 2023** to: **MOCtenders@gov.tt**
- 1.1.4 Bidder’s should familiarize themselves with local conditions and take them into account in preparing their proposals. Bidders who do not attend the pre-bid conference will not be precluded from submitting a bid. However, bidders are encouraged to attend the pre-bid conference. Bidder’s should send an **email to MOCtenders@gov.tt** to register for this solicitation and obtain additional information on the pre-bid conference.
- 1.1.5 Answers to all questions and queries will be forwarded to all Bidders who register for this solicitation by **Wednesday 12<sup>th</sup> April 2023 @ 11:59 PM**.
- 1.1.6 **Deadline for Submission of bids Tuesday 9<sup>th</sup> May 2023 @ 4:00 PM.**
- 1.1.7 All bids must be valid for **120 days**
- 1.1.8 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.
- 1.1.9 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.

## **1.2 Conflict of Interest**

1.2.1 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.

1.2.2 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 circumstances.

## **1.3 Conflicting Relationships**

1.3.1 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.

1.3.2 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.

1.3.3 Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists.

1.3.4 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. Such certification shall be provided to the Client by the Bidder as part of the Technical Component of the proposal.

## **I.4 PROPOSAL DOCUMENTS**

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

I.4.1.1 This Bidding Document supporting documents issued for the purpose of inviting proposals includes:

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

I.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.

### **I.4.2 Language of the Proposal**

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

### **I.4.3 Communications Regarding the Bidding Document**

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

I.4.3.2. All communications should be in writing via email. Any oral communications shall be considered unofficial and non-binding.

I.4.3.3. All responses shall be made in via e-mail. Such responses may constitute an amendment to the Bidding Document. Only written responses from **MOCtenders@gov.tt** to written communications shall be considered official and binding upon, the Government of the Republic of Trinidad and Tobago. The Office of the Prime Minister reserves the right, at its sole discretion, to determine appropriate and adequate responses to written comments, questions, and requests for clarification.



## **I.5 PREPARATION OF PROPOSALS**

### **I.5.1 *Preparation of proposals***

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

I.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.

I.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

I.5.1.4 In the case of any discrepancy between the copies of the proposals, the original (hard copy) 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.

### **I.5.2 *Mandatory Submissions***

I.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.**

### **I.5.3 *Costing of Proposals***

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

I.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.

#### **1.5.4 Proposal Validity**

- 1.5.4.1 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).
- 1.5.4.2 In exceptional circumstances, prior to the expiry of the original offer validity period, the Office of the Prime Minister may ask the Bidder for a specified extension in the period of validity. The request and responses thereto shall be made in writing.

#### **1.5.5 Amendment of Proposal Package**

- 1.5.5.1 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.
- 1.5.5.2 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.
- 1.5.5.3 Any amendment to this package will be forwarded to the Bidder prior to the hour and date specified for receipt of the proposal.
- 1.5.5.4 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 Office of the Prime Minister.

## **I.6.0 SUBMISSION OF PROPOSALS**

I.6.0.1 Bidders may only submit one proposal. If a Bidder submits or participates in more than one proposal all such proposals shall be disqualified.

I.6.0.2 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**.

I.6.0.3 **Proposal shall be**

### **I.6.1 Technical Component**

I.6.1.1 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
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 Engagement of a Firm for the Upgrade of the National Archives of Trinidad and Tobago ICT Network Infrastructure**

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 Scope of Works (SOW). There should be a clear indication of the tasks, 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. Furthermore, at least three (3) client organisations for which similar services have been performed within the last **three (3) years** should be included and an official of each organisation to whom inquiries may be addressed. Project milestones achieved after the award was made.
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-Manufacturer Relationship; Bidders must supply evidence of a Vendor Manufacturer relationship or capacity 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.

## **1.6.2 FINANCIAL COMPONENT**

1.6.2.1 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 costs 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 Component.
- v. The Financial Component must take into account all tax liability.

1.6.2.2 The Value Added Tax must be shown in the proposal price. Failure to do so will result in the proposal not being considered. **Value Added Tax will not be applicable on Imported ICT Equipment for this project.**

1.6.2.3 All quoted prices are to be expressed in Trinidad and Tobago Dollars (TTD). The OPM will not accommodate any payments in US denomination.

I.6.2.4 Information on financial capacity of the Bidder:

- I. Copies (electronic) 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

I.6.2.5 Statement Re: legal claims (previous and pending)

I.6.2.6 Valid Income Tax Certificate, Value Added TAX (VAT) Clearance Certificate and valid National Insurance Certificate of Compliance.

I.6.2.7 Acknowledgement of any Addenda issued by the Office of the Prime Minister, in response to any queries received by Bidders or for any other reason.

**I.6.3 ENVELOPE PREPARATION – (One Single Envelope System)**

I.6.3.1 Bidders are to submit one (1) original printed (Hard Copy) and an electronic searchable (pdf) copy.

I.6.3.2 The original (Hard Copy) and electronic copy (On USB Flash Drive) of the Proposal should be placed in one sealed envelope clearly marked:

**“The Engagement of a Firm for the Upgrade of the National Archives of Trinidad and Tobago ICT Network Infrastructure”**

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

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

**“The Engagement of a Firm for the Upgrade of the National Archives of Trinidad and Tobago ICT Network Infrastructure”**

**The Permanent Secretary to the  
Prime Minister,  
Office of the Prime Minister  
TIC Building,  
Morvant**

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

**The Lobby  
Area, Ground  
Floor,  
Office of the Prime Minister,  
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 8 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.

**1.6.3.5 Deadline date for submission of this Bid is Tuesday 9<sup>th</sup> May 2023 at 4:00 pm**

1.6.3.6 The Tender Box will be opened publicly on Wednesday 10<sup>th</sup> May., 2023 at 10:00am at the Office of the Prime Minister-Communications, TIC Building, Lady Young Road, Morvant

## I.7.0 EVALUATION OF THE PROPOSALS

- I.7.0.1 An Evaluation Committee will review the proposals for responsiveness to the Office of the Prime Minister' 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 Office of the Prime Minister' requirements.
- I.7.0.2 The evaluation of the proposals shall be undertaken using the criteria indicated in I.7.0.6 below.
- I.7.0.3 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.
- I.7.0.4 Bidders must attain a minimum of **70 points** in the Evaluation of Proposals with the minimum points for each criterion indicated in the Table at I.7.0.6
- I.7.0.5 The Office of the Prime Minister reserves the right to **reject any offer 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.**

I.7.0.6

### Evaluation Criteria (Technical Component)

#	Criteria	Maximum Points
I	<p>Approach and Methodology:</p> <ul style="list-style-type: none"> <li>• Project Plan (Task and Milestones, Sequencing Gantt, Level 3 WBS) – 12 points</li> <li>• Project Communications Plan – 3 points</li> <li>• Risk Plan (identification and mitigation strategy) – 5 points</li> </ul> <p>Minimum score required: <b>16 points</b></p>	<b>20</b>

#	Criteria	Maximum Points
2	<p>Proposal demonstrates a sound adherence to: <b>Technical Specifications</b> and requirements. Architecture, functionalities, Vendor-proposed enhancements, etc. are sound. Vendors must meet or exceed all mandatory specifications.</p> <p>Minimum score required: <b>24 points</b></p>	<b>35</b>
3	<ul style="list-style-type: none"> <li>• Manageability of the System (Central Cloud Management/Remote Access) – 8 points</li> <li>• Knowledge Transfer &amp; Training – (Switch operating system, technical configuration training, Aruba Central Management) – 4 points</li> <li>• Testing Plan (A list of tests to be proposed) – 3 points</li> </ul> <p>Minimum score required: <b>10 points</b></p>	<b>15</b>
4	<p>Hardware and Software Maintenance and Support arrangements (SLA's, Warranty arrangements, etc.)</p> <p>Minimum score required: <b>7 points</b></p>	<b>15</b>
5	<p>Experience of implementing similar ICT Network Infrastructure Projects over the last three (3) years;</p> <p>Minimum score required: <b>6 points</b></p>	<b>8</b>
6	<p><b>Financial Capability of the Firm:</b></p> <ul style="list-style-type: none"> <li>• Letter of Comfort from Bank</li> <li>• Price Summary</li> <li>• Legal Claims</li> <li>• Audit Report</li> <li>• Valid VAT certificate</li> <li>• Valid Income Tax Certificate</li> <li>• Valid NIS Certificate</li> </ul> <p>Minimum score required: <b>7 points</b></p>	<b>7</b>
	<b>TOTAL</b>	<b>70 points</b>
		<b>100</b>



### **1.7.1 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.”

### **1.7.2 AWARD AND AGREEMENT**

**1.7.2.1** Office of the Prime Minister will award the contract to the selected Bidder and will promptly notify the other Bidders that have submitted proposals.

**1.7.2.2** The contract will be awarded to a Bidder if its proposal conforms to the requirements in terms of the reference and other considered factors. If successful, the Bidder will be required to enter into a formal contract with the Permanent Secretary to the Prime Minister, Office of the Prime Minister.

### **1.7.3 CHANGES TO THE BIDDER AFFECTING PERFORMANCE**

**1.7.3.1** 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 Office of the Prime Minister. Failure to provide such data could result in the refusal of the Bidder’s proposal.

### **1.7.4 COMMENCEMENT OF CONTRACT**

**1.7.4.1** The commencement of work or service shall be by agreement of the Permanent Secretary to the Prime Minister, Office of the Prime Minister and the successful Bidder in accordance with the terms of the contract and by the proposed Gantt Chart.

### **1.7.5 TERMS OF PAYMENT**

**1.7.5.1** The Bidder must provide, in its financial component, any Terms relating to payment schedule. These terms are subject to negotiations with the Office of the Prime Minister.

Payment will only be made in Trinidad and Tobago Denomination (TTD) only once **all the deliverables have been completed** to the full satisfaction and acceptance of the Government of the Republic of

Trinidad and Tobago.

## **I.7.6 RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSAL(S)**

I.7.6.1 The Office of the Prime Minister is not bound to accept any proposal.

## **I.7.7 CANCELLATION OF PROPOSALS**

I.7.6.1 The Office of the Prime Minister reserves the right to cancel the tender process in its entirety or even partially without defraying any costs incurred by any Bidder.

## **I.7.8 DISCLAIMERS**

I.7.8.1 **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.

I.7.8.2 **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.

I.7.8.2 **Retention of Documents:** 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.

I.7.8.3 **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.

1.7.8.4 **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 2.0 SCOPE OF WORKS**

### **The Office of the Prime Minister, is seeking the Engagement of a Firm for the Upgrade of the National Archives of Trinidad and Tobago ICT Network Infrastructure**

#### **1.0 Background**

The National Archives of Trinidad and Tobago (NATT) has responsibility for acquiring, preserving and providing access to Government's archival records and other documentary heritage of the nation; and guiding in the management of current and semi-current Government records throughout the Public Service.

It sits administratively as a division of the Office of the Prime Minister - Communications and is the official custodian of the records of the Government of Trinidad and Tobago and its citizens, covering over 200 years of records from the colonial to the post-Independence (1962) period.

The National Archives of Trinidad and Tobago is requesting bids for upgrading its internal Network infrastructure for the purpose of Digital Transformation. One year ago the National Archives Core network infrastructure was upgraded with HPE Aruba switches in Building B. The purpose of this tender is to expand and upgrade connectivity to a second building onsite: Building C which houses three (3) Digitization laboratories:

1. Reprographics Lab
2. Audio Lab
3. Digitization of Government Media (DOGMA)

The current multi-mode fiber-optic connection between Building B and C is over 10 years old and capped at 10G speeds. The digitization of the DOGMA lab will be producing high resolution loss less video and audio files on a daily basis and this will have to be transferred from building C to building B where the SAN is located. The Reprographics and Audio lab will also be producing high resolution graphics, images (TIFF), PDFs and audio files on a daily basis. This combined with the output from the DOGMA lab means that our requirements for faster and more reliable connectivity between the main server room in building

B to these labs in building C need to be improved. We are seeking to achieve network bandwidth of at least 50GB between building B and building C and between the 3 labs. Further to this there is need to replace our Ethernet connections at building “C”. The National Archives of Trinidad and Tobago has a Record Centre located in Chaguaramas which is connected via a WAN link to the Port of Spain Head Office. The Records Centre currently has a network cabinet with an end-of-life network switch to be replaced in this project.

## **2.0 Objectives**

### **2.1 Business Objectives**

Preservation and access to its collections remain an important part of its core mandate and facilitate

- Scholarship and dissemination of new knowledge and ideas through numerous published and unpublished works (local and international);
- Primary research e.g. Historical, genealogical, sociological etc.;
- Education on our history;
- Shaping of a national narrative, national identity and national pride;
- Citizen’s claims to their rights and entitlements;
- Evidence-based decision-making; and
- Discovery of family histories.

A Public Search/Reference Room is available to the general public from Monday to Friday at its premises on St. Vincent Street, Port of Spain. The organization also has a robust outreach programme inclusive of its website and social media platforms.

## **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 equipment, training and support. 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 for this network upgrade initiative includes:

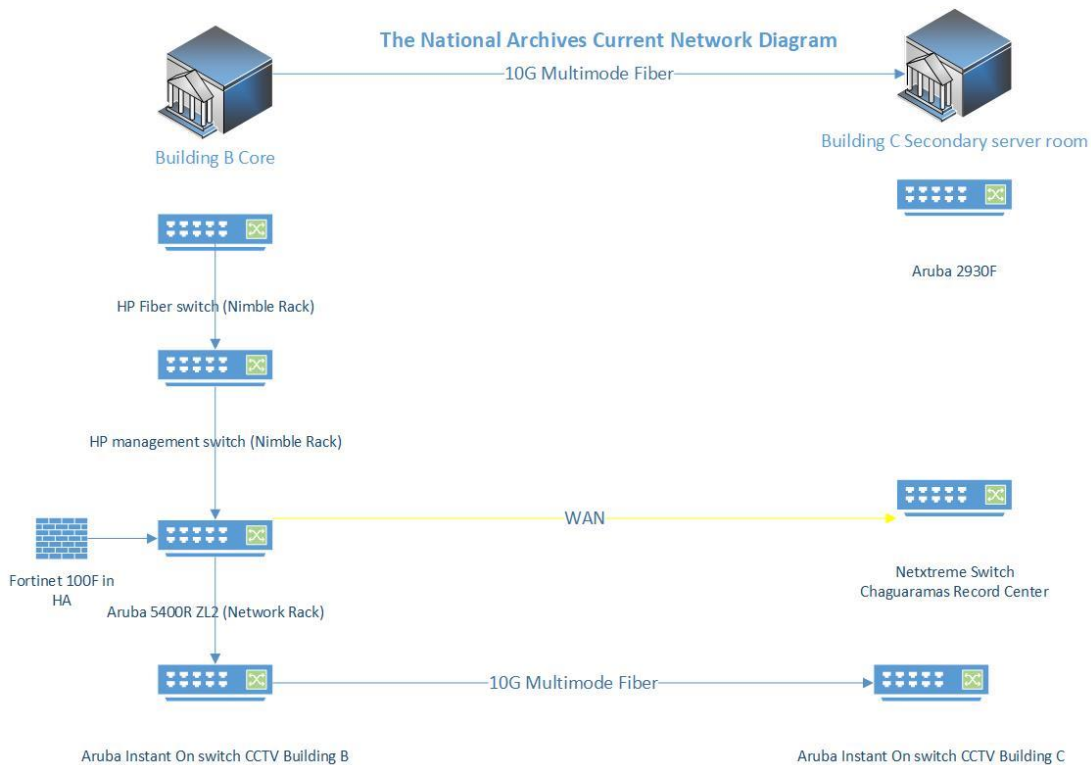
1. Assessment of the current environment and proposal a suitable deployment plan and design.
2. Supply, installation, configuration of hardware and software for the approved design. All supplied equipment must be configured to work with core network.
3. Configuration and commissioning of the complete and functional network solution and **integration** into the existing network and operations.
4. Supply, installation, configuration and implementation of
  - one (1) core fiber switch Aruba 8360-48Y6C v2,
  - one (1) Core network switch building C Aruba 6410 v2 modular switch with 10Gigabit (RJ45 10BaseT) modules and 48 port distribution switches,
  - one (1) Network switch for DOGMA Lab Aruba 6300M 24SR5,
  - One (1) Aruba 6200F access switches for Chaguaramas and
  - one (1) Aruba 6200F 48G backup network switch.
5. Vendor must configure switches with VLANs to work with the National Archives PBX, Servers, WiFi, CCTV, WAN and LAN (10 VLANs total). See table for full details of all network equipment.
6. Supply, installation, configuration and implementation of 6 core Multi-Mode Fiber cables run between Building B and Building C server rooms.
  - This must support 50Gbps to 100Gbps speeds (450 feet), OM4 cable.
  - All fiber must be run in a combination of metal and PVC cylindrical conduit in appropriate areas as needed and agreed with the Client.
  - The 6 core multi-mode fiber cables will cater for redundant links between Building B and Building C.
  - Vendor is responsible for providing the correct type of multi-mode fiber to support 50GB to 100GB.

7. Supply, installation, configuration and implementation of OM4 6 core Multi-Mode Fiber cables run between Building C server room to DOGMA server room.
  - This fiber cable will terminate in the DOGMA Lab.
  - Must support 50GB to 100GB speeds OM4 cable.
  - All fiber must be run in a combination of metal and PVC cylindrical conduit in appropriate areas as needed and agreed on with the Client.
  - Contractor is responsible for providing the correct type of OM4 Multi-Mode fiber to support 50Gbps to 100Gbps.
8. All network switches must be secured, configured for data, voice, poe, firmware updated, tested and documented. Existing 42U rack in building C will accommodate some switches and fiber manager. DOGMA Aruba 6300M switch will be installed inside DOGMA 42U Server Rack.
9. All Fiber must be tested and certified. Documentation must be provided for test plan.
10. Supply, delivery and installation of 75 CAT6A high quality Commercial Grade Ethernet cable runs and drops. Ethernet will be run from building C server room to offices and labs inside building C. 100% pure copper cable of very high commercial quality to support 10gigabit over Ethernet.
11. Supply, delivery and installation of 75 IO keystone drops with wall face plates and surface mount boxes, must be labeled, identifiable and documented.
12. Supply, delivery and installation of 7 (seven) CAT6A high quality Commercial Grade Ethernet cable runs and drops in Information Technology Office Building B with IO keystone drops with wall face plate and surface mount boxes.
13. All CAT6A Ethernet must be tested and certified. Certification documentation must be given for test plan.
14. All required LC and ST fiber cables must be supplied.
15. Supply, delivery and installation of Fiber Managers in Building B, Building C and in DOGMA lab.
16. Supply and delivery of all required CAT6A Patch cables, CAT6A Shielded Patch Panels and 100 CAT6A 10 foot cables.
17. Vendor is required to supply cable managers and to do proper cable management.
18. Supply and deliver of ten (10) INTEL PCIE Dual Port 10GBase-T Network Cards with full height and low profile brackets.
19. Provision of all licenses under this project must be activated and paid for a period not less than three years.
20. Supply, installation, configuration and license of Aruba Central Foundation for all

Aruba network switches for 3 years. Features for Central include monitoring & reporting, AI insights, troubleshooting and resolving issues.

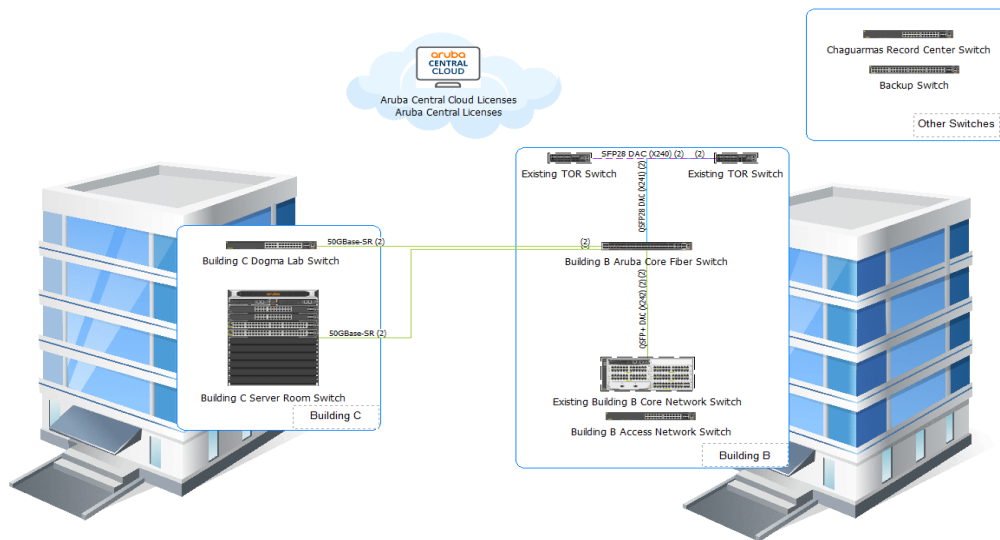
21. Knowledge Transfer and Training of members of staff to Manage, Configure and Operate the Network Solution together with all training, management & technical documentation and modified architectural drawings. Bidder must include: (i) Training Schedule; (ii) Course Content; and, (iii) Pre-requisites for training. Non-certified training will be accepted
22. Provision of all technical and user documentation including training and training manuals required for the smooth management of the system by technical staff of the National Archives of Trinidad and Tobago.
23. Warranty, Parts and Labour: Three (3) years Next Business Day Onsite, three (3) years 24x7 Technical Support Assistance for each piece of equipment supplied.

### Current Network Layout:





## Proposed Network Layout:



### 4.2 The scope of the Storage Solution does NOT include:

#### 4.2.1 Certification of existing Ethernet Cables

### 5.0 Deliverables:

The deliverables under this project include the following:

1. Assess the current environment and produce the following plans:

a. **Deployment Plan**

- Method statement
- Project Gantt Chart (Level 3 WBS, MS Project Format)

**Supply and Installation of solution within five (5) months upon contract execution**

b. **Change Control / Variation Management**

c. **Integration Plan:** Detailing exactly how the equipment supplied by the Bidder will be technically integrated into the existing network. This includes “as built” schematic architectural drawings, proposed architecture and proposed configurations.

d. **Migration Plan:** Detailing exactly how existing Physical/Virtual switches will be replaced with minimal downtime. (NATT must be notified 24 hours in advanced of works that require downtime).

e. **Training Plan:**

- Training Schedule;
- Course Content; and
- Pre-requisites for training

f. **Test Plan:**

- Acceptance sign-off document

## Technical Specifications

**Table 1.0 – Aruba Network Equipment (Mandatory)**

Item	Part Number	Description	Quantity	Vendor Met Specs. (Y/N) (Vendor to indicate)	
1	Cables	R0Z26A	Aruba 100G QSFP28 to QSFP28 5m DAC Cable	2	
2	Aruba Central Licenses	Q9Y74AAE	Aruba Central 62xx/29xx Switch Foundation 3y Sub E-STU	2	
		Q9Y79AAE	Aruba Central 63xx/38xx Switch Foundation 3y Sub E-STU	1	
		R8L81AAE	Aruba Central 64xx/54xx Switch Foundation 3y Sub E-STU	1	
		R3K04AAE	Aruba Central 8xxx Switch Foundation 3y Sub E-STU	1	
3	Backup Switch	JL728A	Aruba 6200F 48G Class4 PoE 4SFP+ 740W Switch	1	
		JL728A ABA	INCLUDED: Power Cord - U.S. localization	1	
4	Backup Switch Support	HL2L9E	Aruba 3Y FC NBD Exch HW 6200F48G740POE SVC [for JL728A]	1	
5	Building B Access Network Switch	JL725A	Aruba 6200F 24G Class4 PoE 4SFP+ 370W Switch	1	
		JL725A ABA	INCLUDED: Power Cord - U.S. localization	1	
6	Building B Access Network Switch Support	HR0W8E	Aruba 3Y FC NBD Exch HW 6200F 24G POE SVC [for JL725A]	1	
7	Transceivers for Building B Access Network Switch	J9150D	Aruba 10G SFP+ LC SR 300m MMF Transceiver	2	
8	Building B Aruba Core Fiber Switch	JL704C	Aruba 8360-48Y6C v2 FB 5F 2AC Bundle	1	
		JL704C ABA	INCLUDED: Power Cord - U.S. localization	1	
9	Building B Aruba Core Fiber Switch Support	HU7U6E	Aruba 3Y FC 4H OS HW 8360 SVC [for JL704C]	1	
10	Transceivers for	R0M48A	Aruba 50G SFP56 LC SR 100m	4	

	Item	Part Number	Description	Quantity	Vendor Met Specs. (Y/N) (Vendor to indicate)
	Building B Aruba Core Fiber Switch		MMF Transceiver		
11	Building C Dogma Lab Switch	JL660A	Aruba 6300M 24SR5 CL6 PoE 4SFP56 Switch	1	
12	Building C Dogma Lab Switch Support	HL5Y2E	Aruba 3Y FC NBD Exch HW 6300M 24SRPOE SVC [for JL660A]	1	
13	Building C Dogma Lab Switch Power Supply	JL086A	Aruba X372 54VDC 680W AC Power Supply	2	
		JL086A ABA	Power Cord - U.S. localization	2	
14	Building C Dogma Lab Switch Fan Tray	JL669B	Aruba X751 FB Fan Tray	1	
15	Building C Dogma Lab Switch Transceivers	R0M48A	Aruba 50G SFP56 LC SR 100m MMF Transceiver	2	
16	Building C Server Room Switch	R0X27C	Aruba 6410 v2 Switch	1	
17	Building C Server Room Switch Support	HR7V0E	Aruba 3Y FC 4H OS HW 6410 SVC [for R0X27C]	1	
18	Building C Server Room Switch Power Supplies	R0X35A	Aruba 6400 1800W Power Supply with CI6 Inlet Adapter	4	
19	Building C Server Room Switch Accessories	R0X35A ABA	INCLUDED: Power Cord - U.S. localization	4	
		R0X31A	Aruba 6400 Management Module	1	
		R0X42C	Aruba 6400 24p 10GT 4SFP56 v2 Module	2	
		R0M48A	Aruba 50G SFP56 LC SR 100m MMF Transceiver	2	
		R0X41C	Aruba 6400 48p SR5 CL6 PoE 4SFP56 v2 Module	2	
20	Chaguaramas Record Center Switch	JL725A	Aruba 6200F 24G Class4 PoE 4SFP+ 370W Switch	1	
		JL725A ABA	INCLUDED: Power Cord - U.S. localization	1	
21	Chaguaramas Record Center Switch Support	HR0W8E	Aruba 3Y FC NBD Exch HW 6200F 24G POE SVC [for JL725A]	1	

	Item	Part Number	Description	Quantity	Vendor Met Specs. (Y/N) (Vendor to indicate)
22	Education for 2 NATT Staff	H1EJ9E	HPE Aruba WW Education Tech Training SVC	1	
		0001188962_VILT	INCLUDED: Managing Campus Networks with Aruba Central, Rev 21.41 vILT	1	
		H1EJ9E	HPE Aruba WW Education Tech Training SVC	1	

**Table 2.0**  
**Building C Server Room Switch: Aruba 6410 v2 Switch**

	Requirement	Y/N	Comments
	<b>HARDWARE FEATURES</b>		
1	Form factor: Chassis, minimum eight (8) slots for line cards or I/O network cards and two (2) slots for supervisor cards.		
2	Mounting Kit with rails		
3	One (1) USB PORT (USB-A or USB 2.0,etc)		
4	One (1) RJ45 out-of-band management port		
5	Management by RJ-45 or USB-C Console		
6	RAM: Minimum 16GB		
7	Flash memory or SSD: Minimum 32GB		
8	Hot Swappable Redundant Power Sources at maximum capacity N+N (Include fan trays)		
9	Dual Management modules		
10	I/O cards and required interfaces: <ul style="list-style-type: none"> <li>• (Qty 2) 48 ports 1000/2500/5000 Base T PoE Class 6 and 4 port SFP56</li> <li>• (Qty 2) 24 x 10G Base T ports 4 port SFP56</li> </ul>		
11	(2) 50G SFP56 LC SR 100m MMF optical transceivers should be included in each of the proposed switches.		
	<b>PROCESSING CAPABILITIES</b>		
12	Forwarding capacity of no less than 900 Mpps		
13	Switching capacity no less than 1.4 Tbps		
14	Capacity per slot no less than 80 Gbps		
15	Minimum buffer of 8MB for line cards of 1 or 10 Gbps and 32MB for line cards of 25, 40 and 100 Gbps		
16	MAC address table capacity not less than 32k		
17	Minimum IPv4 routing capacity of 60k and IPv6		

	Requirement	Y/N	Comments
	routes of 50k		
<b>OS FEATURES</b>			
18	The switch must be configurable via API and must allow the provisioning of network resources via automation.		
19	The operating system must have the ability to make configuration checkpoints in order to restore configuration to that particular saved checkpoint. It also must be able to perform rollbacks.		
20	The switch must be able to deliver analytics using an analytics engine. The Analytics Engine must include advanced monitoring and diagnostics through the use of REST APIs or similar.		
21	It must allow stacking of two switches using MC-LAG or similar technology while maintaining separate control and routing planes to maximize high availability service. These two switches must be viewed by the others as a single logical entity so that ports can be added between them		
22	It must have a complete command-line configuration console, support centralized software management, and have a graphical interface included GUI. SMB or Smart managed solutions will not be accepted.		
<b>GUI FEATURES</b>			
23	The internal Web management interface of the equipment must graphically display logs, critical alerts and warnings, firmware versions, temperature status, CPU utilization, power supply status and ventilation (when applicable).		
24	It must allow the management of the appliance firmware: upgrades and downgrades.		
25	Status of aggregated links		
26	VLANs: management and status of interfaces		
27	Real-time traffic monitoring		
28	Must show PoE status, priority, and usage by port		
29	Must graphically display the equipment, indicating the port layout and form factor		
30	Must display information about devices connected to the switch		
<b>MINIMUM REQUIRED FUNCTIONALITIES LAYER 2, LAYER 3, SECURITY AND MANAGEMENT</b>			
31	Ability to aggregate VLANs on a single physical or logical port (802.1Q)		
32	Spanning Tree (802.1w, 802.1s y 802.1d)		
33	Protection against BPDUs, root and loops		
34	Ability to add multiple physical ports into one logical		

	Requirement	Y/N	Comments
	port (LACP 802.3ad)		
35	IEEE 802.1ab LLDP		
36	Multicast: IGMP v1, v2 y v3, MLD v1 y v2, IGMP Snooping y MLD Snooping		
37	Traffic classification based on source and destination MAC addresses, source and destination IP addresses, and TCP/UDP ports		
38	IEEE 802.1p y DSCP		
39	Routing protocols: PBR, VRRP, RIPv2, RIPv2, OSPFv2 and v3, BGP4 and MP-BGP		
40	BFD and ECMP		
41	Static VXLAN		
42	Dynamic VXLAN via BGP-EVPN		
43	VRF		
44	Terminal monitor, ability to display online events during the ssh session		
45	Management through console and SSH v2 terminals.		
46	SNMP v1/v2 o v2c/v3		
47	NTP, DHCP y DNS		
48	File transfer via FTP and/or TFTP and/or SFTP.		
49	Zero-touch provisioning support.		
50	Defense support against Denial of Service attacks against the processor.		
51	Access control lists (ACLs) based on source and destination MAC addresses, source and destination IP addresses, and TCP/UDP ports		
52	Centralized access control by RADIUS, for network users who authenticate via 802.1x.		
53	RADIUS y RADIUS CoA		
54	TACACS+ centralized access control for switch administrators for authentication, authorization, and accounting.		
55	Chip to ensure the authenticity of computer hardware and code.		
56	At least 4 levels of access privileges for console or SSHv2 administration.		
57	Port mirroring support by port or port group and by VLAN		
58	Jumbo Frames of at least 9198 bytes		

**Table 3.0**  
**Building C DOGMA Lab Switch: Aruba 6300M 24SR5 CL6 PoE 4SFP56**  
**Switch**

	Requirement	Y/N	Comments
	<b>HARDWARE</b>		
1	Form factor: One rack unit		
2	Mounting kit with rails		
3	Switch must provide at least 24 RJ45 1000/2500/5000 Base T ports with Class 6 PoE (60W) support on all ports (PoE Budget 740 w or 1440w) and 4x 1G/10G/25G SFP ports		
4	ASIC must be manufactured by the switch vendor		
5	One (1) USB port (USB-A or USB 2.0, etc).		
6	One (1) RJ45 out-of-band management port		
7	Management by RJ-45 or USB-C Console.		
8	RAM: Minimum 8GB		
9	Flash memory or SSD: Minimum 32GB		
10	Hot-swappable redundant power supplies of at least 680W (include redundant power supply)		
11	Redundant fans, at least two modules, hot-swappable		
12	(2) 50G SFP56 LC SR 100m MMF optical transceivers should be included in each of the proposed switches.		
	<b>PROCESSING CAPABILITIES</b>		
13	System Switching Capacity of 880 Gbps		
14	System Throughput Capacity of 660 Mpps		
15	Model Switching capacity of not less than 640 Gbps		
16	Model Throughput Capacity of 476 Mpps		
17	Minimum buffer of 8MB		
18	MAC address table capacity not less than 32k		
19	Minimum IPv4 routing capacity of 32k and IPv6 routes of 16k		
	<b>OS FEATURES</b>		
20	The switch must be configurable via API and must allow the provisioning of network resources via automation.		
21	The operating system must have the ability to make configuration checkpoints in order to restore configuration to that particular saved checkpoint. It also must be able to perform rollbacks.		
22	The switch must be able to deliver analytics using an analytics engine. The Analytics Engine must		



	Requirement	Y/N	Comments
	include advanced monitoring and diagnostics through the use of REST APIs or similar.		
23	It must allow stacking of up to 8 switches of the same family. The use of backplane stacking or additional uplink ports to those requested will be allowed. These stacked switches should function as a single logical entity so that ports can be added between them. The hardware required to perform the stack must be included.		
24	It must have a complete command-line configuration console, support centralized software management, and have a graphical interface included GUI. SMB or Smart managed solutions will not be accepted.		
<b>GUI FEATURES</b>			
25	The internal Web management interface of the equipment must graphically display logs, critical alerts and warnings, firmware versions, temperature status, CPU utilization, power supply status and ventilation (when applicable).		
26	It must allow the management of the appliance firmware: upgrades and downgrades.		
27	Check of added links		
28	VLANs: management and status of interfaces		
29	Allow diagnostic work		
30	Real-time traffic monitoring		
31	Review of PoE status (where applicable), status, priority, and usage by port		
32	Graphically display the equipment, indicating the port layout and form factor		
33	Display information about devices connected to your computer		
<b>MINIMUM REQUIRED FUNCTIONALITIES LAYER 2, LAYER 3, SECURITY AND MANAGEMENT</b>			
34	Ability to aggregate VLANs on a single physical or logical port (802.1Q)		
35	Spanning Tree (802.1w, 802.1s y 802.1d)		
36	Protection against BPDUs, root and loops		
37	Ability to add multiple physical ports into one logical port (LACP 802.3ad)		
38	IEEE 802.1ab LLDP		
39	Multicast: IGMP v1, v2 y v3, MLD v1 y v2, IGMP Snooping y MLD Snooping		
40	Traffic classification based on source and destination MAC addresses, source and destination IP addresses, and TCP/UDP ports		
41	IEEE 802.1p y DSCP		
42	Routing protocols: PBR, VRRP, RIPv2, RIPng,		

	Requirement	Y/N	Comments
	OSPFv2 and v3, BGP4 and MP-BGP		
43	Static VXLAN		
44	Virtual Routing and Forwarding (VRF)		
	Terminal monitor, ability to display online events during the ssh session		
45	Management through console and SSH v2 terminals.		
46	SNMP v1/v2 o v2c/v3		
47	NTP, DHCP y DNS		
48	File transfer via FTP and/or TFTP and/or SFTP.		
49	Zero-touch provisioning support.		
50	Defense support against Denial of Service attacks against the processor.		
51	Access control lists (ACLs) based on source and destination MAC addresses, source and destination IP addresses, and TCP/UDP ports		
52	Centralized access control by RADIUS, for network users who authenticate via 802.1x.		
53	RADIUS y RADIUS CoA		
54	TACACS+ centralized access control for switch administrators for authentication, authorization, and accounting.		
55	Chip to ensure the authenticity of computer hardware and code.		
56	At least 4 levels of access privileges for console or SSHv2 administration.		
57	Port mirroring support by port or port group and by VLAN		
58	Jumbo Frames of at least 9198 bytes		

**Table 4.0**  
**Building B Core Fiber Switch: Aruba 8360-48Y6C v2 FB 5F 2AC Bundle**

	Requirement	Y/N	Comments
	<b>HARDWARE</b>		
<b>1</b>	<ul style="list-style-type: none"> <li>48 ports of 1GbE/10GbE/25GbE (SFP/SFP+/SFP28) (4 MACsec)</li> <li>6 ports of 40GbE/100GbE (QSFP+/QSFP28) (2 MACsec)</li> </ul>		
<b>2</b>	Form factor: One rack unit		
<b>3</b>	Mounting kit with rails		
<b>4</b>	One (1) USB (USB-A or USB 2.0,etc)		
<b>5</b>	One (1) RJ45 out-of-band management port		
<b>6</b>	Administration by RJ-45 or USB-C Console.		
<b>7</b>	RAM: Minimum 16GB		
<b>8</b>	Flash memory or SSD: Minimum 32GB		

	Requirement	Y/N	Comments
9	Hot-removable redundant power supplies		
10	Front-To-Back airflow.		
11	(4) 50G SFP56 LC SR 100m MMF optical transceivers should be included in each of the proposed switches.		
	<b>PROCESSING CAPABILITIES</b>		
12	Switching Capacity 4.8Tbps		
13	MAC Address Table Size 212,992		
14	IPv4 Host Table 145,780 IPv6 Host Table 145,780		
15	IPv4 Unicast Routes 606,977 IPv6 Unicast Routes 630,784		
16	Maximum Number of Access Control List (ACL) Entries Ingress IPv4 65,536, IPv6 16,384, MAC 65,536		
17	Maximum Number of Access Control List (ACL) Entries Egress IPv4 8,192, IPv6 2,048, MAC 8,192		
18	Maximum VLANs 4,094		
19	IGMP Groups 7,000		
20	MLD Groups 7,000		
21	IPv4 Multicast Routes 7,000 IPv6 Multicast Routes 7,000		
	<b>OS FEATURES</b>		
22	The switch must be configurable via API and must allow the provisioning of network resources via automation.		
23	The operating system must have the ability to make configuration checkpoints in order to restore configuration to that particular saved checkpoint. It also must be able to perform rollbacks.		
24	The switch must be able to deliver analytics using an analytics engine. The Analytics Engine must include advanced monitoring and diagnostics through the use of REST APIs or similar.		
25	It must allow stacking of up to 8 switches of the same family. The use of backplane stacking or additional uplink ports to those requested will be allowed. These stacked switches should function as a single logical entity so that ports can be added between them. The hardware required to perform the stack must be included.		
26	It must have a complete command-line configuration console, support centralized software management, and have a graphical interface included GUI. SMB or Smart managed solutions will not be accepted.		
	<b>GUI FEATURES</b>		
27	The internal Web management interface of the equipment must graphically display logs, critical alerts and warnings, firmware versions, temperature status, CPU utilization, power supply status and ventilation (when applicable).		
28	It must allow the management of the appliance firmware:		

	Requirement	Y/N	Comments
	upgrades and downgrades.		
29	Check of added links		
30	VLANs: management and status of interfaces		
31	Allow diagnostic work		
32	Real-time traffic monitoring		
33	Review of PoE status (where applicable), status, priority, and usage by port		
34	You must graphically display the equipment, indicating the port layout and form factor		
35	Display information about devices connected to your computer		
<b>MINIMUM REQUIRED FUNCTIONALITIES LAYER 2, LAYER 3, SECURITY AND MANAGEMENT</b>			
36	Ability to aggregate VLANs on a single physical or logical port (802.1Q)		
37	Spanning Tree (802.1w, 802.1s y 802.1d)		
38	Protection against BPDUs, root and loops		
39	Ability to add multiple physical ports into one logical port (LACP 802.3ad)		
40	IEEE 802.1ab LLDP		
41	Multicast: IGMP v1, v2 y v3, MLD v1 y v2, IGMP Snooping y MLD Snooping		
42	Traffic classification based on source and destination MAC addresses, source and destination IP addresses, and TCP/UDP ports		
43	IEEE 802.1p y DSCP		
44	Dynamic VXLAN via BGP-EVPN		
45	Routing protocols: PBR, VRRP, RIPv2, RIPv2, OSPFv2 and v3, BGP4 and MP-BGP		
46	BFD y ECMP		
47	Static VXLAN		
48	DCBX, PFC, ETS, QCN, ECN, RoCEv1 y v2		
49	Virtual Routing and Forwarding (VRF)		
50	Terminal monitor, ability to display online events during the ssh session		
51	Management through console and SSH v2 terminals.		
52	SNMP v1/v2 o v2c/v3		
53	NTP, DHCP y DNS		
54	File transfer via FTP and/or TFTP and/or SFTP.		
55	Zero-touch provisioning support.		
56	Defense support against Denial of Service attacks against the processor.		
57	Access control lists (ACLs) based on source and destination MAC addresses, source and destination IP addresses, and TCP/UDP ports		
58	Centralized access control by RADIUS, for network users who authenticate via 802.1x.		
59	RADIUS y RADIUS CoA		

	Requirement	Y/N	Comments
60	TACACS+ centralized access control for switch administrators for authentication, authorization, and accounting.		
61	Chip to ensure the authenticity of computer hardware and code.		
62	At least 4 levels of access privileges for console or SSHv2 administration.		
63	Port mirroring support by port or port group and by VLAN		
64	Jumbo Frames of at least 9198 bytes		

**Table 5.0**

**Chaguaramas Record Center Switch: Aruba 6200F 24G Class4 PoE 4SFP+ 370W Switch**

	Requirement	Y/N	Comments
	<b>HARDWARE</b>		
1	Form factor: One rack unit		
2	Mounting kit with rails		
3	Must provide at least 24x ports 10/100/1000BASE-T Class 4 PoE Ports, supporting up to 30W per port and 4x 1/10G SFP ports		
4	ASIC must be manufactured by the switch vendor		
5	One (1) USB port (USB-A or USB 2.0, etc).		
6	One (1) RJ45 out-of-band management port		
7	Administration by RJ-45 or USB-C Console.		
8	RAM: Minimum 4GB		
9	Flash memory or SSD: Minimum 4GB		
10	Fixed Power Supply		
11	Embedded fans		
	<b>PROCESSING CAPABILITIES</b>		
12	Forwarding capacity no less than 95.2 Mpps		
13	Switching capacity no less than 128 Gbps		
14	Minimum buffer of 6MB		
15	MAC address table capacity no less than 16k		
16	Minimum IPv4 routing capacity of 2k and IPv6 routes of 1k		
	<b>OS FEATURES</b>		
17	The switch must be configurable via API and must allow the provisioning of network resources via automation.		
18	The operating system must have the ability to make configuration checkpoints in order		

	Requirement	Y/N	Comments
	to restore configuration to that particular saved checkpoint. It also must be able to perform rollbacks.		
19	The switch must be able to deliver analytics using an analytics engine. The Analytics Engine must include advanced monitoring and diagnostics through the use of REST APIs or similar.		
20	It must allow stacking of up to 8 switches of the same family. The use of backplane stacking or additional uplink ports to those requested will be allowed. These stacked switches should function as a single logical entity so that ports can be added between them. The hardware required to perform the stack must be included.		
21	It must have a complete command-line configuration console, support centralized software management, and have a graphical interface included GUI. SMB or Smart managed solutions will not be accepted.		
	<b>GUI FEATURES</b>		
22	The internal Web management interface of the equipment must graphically display logs, critical alerts and warnings, firmware versions, temperature status, CPU utilization, power supply status and ventilation (when applicable).		
23	It must allow the management of the appliance firmware: upgrades and downgrades.		
24	Check of added links		
25	VLANs: management and status of interfaces		
26	Allow diagnostic work		
27	Real-time traffic monitoring		
28	Review of PoE status (where applicable), status, priority, and usage by port		
29	Must graphically display the equipment, indicating the port layout and form factor		
30	Display information about devices connected to the switch		
	<b>MINIMUM REQUIRED FUNCTIONALITIES LAYER 2, LAYER 3, SECURITY AND MANAGEMENT</b>		
31	Ability to aggregate VLANs on a single physical or logical port (802.IQ)		
32	Spanning Tree (802.Iw, 802.Is y 802.Id)		
33	Protection against BPDUs, root and loops		

	Requirement	Y/N	Comments
34	Ability to aggregate multiple physical ports into one logical port (LACP 802.3ad)		
35	IEEE 802.1ab LLDP		
36	Multicast: IGMP v1, v2 y v3, MLD v1 y v2, IGMP Snooping y MLD Snooping		
37	Traffic classification based on source and destination MAC addresses, source and destination IP addresses, and TCP/UDP ports		
38	IEEE 802.1p y DSCP		
39	Routing protocols: PBR, VRRP, RIPv2, RIPv3, OSPFv2 and v3		
40	Static VXLAN		
41	Terminal monitor, ability to display online events during the ssh session		
42	Management through console and SSH v2 terminals.		
43	SNMP v1/v2 o v2c/v3		
44	NTP, DHCP y DNS		
45	File transfer via FTP and/or TFTP and/or SFTP.		
46	Zero-touch provisioning support.		
47	Defense against Denial of Service attacks against the processor.		
48	Access control lists (ACLs) based on source and destination MAC addresses, source and destination IP addresses, and TCP/UDP ports		
49	Centralized access control by RADIUS, for network users who authenticate via 802.1x.		
50	RADIUS y RADIUS CoA		
51	TACACS+ centralized access control for switch administrators for authentication, authorization, and accounting.		
52	Chip to ensure the authenticity of computer hardware and code.		
53	At least 4 levels of access privileges for console or SSHv2 administration.		
54	Port mirroring support by port or port group and by VLAN		
55	Jumbo Frames of at least 9198 bytes		

**Table 6.0****Building B Access Network Switch: Aruba 6200F 24G Class4 PoE 4SFP+ 370W Switch**

	Requirement	Y/N	Comments
	<b>HARDWARE</b>		
1	Form factor: One rack unit		
2	Mounting kit with rails		
3	Must provide at least 24x ports 10/100/1000BASE-T Class 4 PoE Ports, supporting up to 30W per port and 4x 1/10G SFP ports		
4	ASIC must be manufactured by the switch vendor		
5	One (1) USB port (USB-A or USB 2.0, etc).		
6	One (1) RJ45 out-of-band management port		
7	Management by RJ-45 or USB-C Console.		
8	RAM: Minimum 4GB		
9	Flash memory or SSD: Minimum 4GB		
10	Fixed Power Supply		
11	Embedded fans		
12	(2) 10G SFP+ LC SR 300m MMF optical transceivers should be included in each of the proposed switches.		
	<b>PROCESSING CAPABILITIES</b>		
13	Forwarding capacity no less than 95.2 Mpps		
14	Switching capacity no less than 128 Gbps		
15	Minimum buffer of 6MB		
16	MAC address table capacity no less than 16k		
17	Minimum IPv4 routing capacity of 2k and IPv6 routes of 1k		
	<b>OS FEATURES</b>		
18	The switch must be configurable via API and must allow the provisioning of network resources via automation.		
19	The operating system must have the ability to make configuration checkpoints in order to restore configuration to that particular saved checkpoint. It also must be able to perform rollbacks.		
20	The switch must be able to deliver analytics using an analytics engine. The Analytics Engine must include advanced monitoring and diagnostics through the use of REST APIs or similar.		
21	It must allow stacking of up to 8 switches of the same family. The use of backplane stacking or additional uplink ports to those requested will be allowed. These stacked switches should function as a single logical entity so that ports can be added between them. The hardware required to perform		



	Requirement	Y/N	Comments
	the stack must be included.		
22	It must have a complete command-line configuration console, support centralized software management, and have a graphical interface included GUI. SMB or Smart managed solutions will not be accepted.		
	<b>GUI FEATURES</b>		
23	The internal Web management interface of the equipment must graphically display logs, critical alerts and warnings, firmware versions, temperature status, CPU utilization, power supply status and ventilation (when applicable).		
24	It must allow the management of the appliance firmware: upgrades and downgrades.		
25	Check of added links		
26	VLANs: management and status of interfaces		
27	Allow diagnostic work		
28	Real-time traffic monitoring		
29	Review of PoE status (where applicable), status, priority, and usage by port		
30	Must graphically display the equipment, indicating the port layout and form factor		
31	Display information about devices connected to the switch		
	<b>MINIMUM REQUIRED FUNCTIONALITIES LAYER 2, LAYER 3, SECURITY AND MANAGEMENT</b>		
32	Ability to aggregate VLANs on a single physical or logical port (802.1Q)		
33	Spanning Tree (802.1w, 802.1s y 802.1d)		
34	Protection against BPDUs, root and loops		
35	Ability to aggregate multiple physical ports into one logical port (LACP 802.3ad)		
36	IEEE 802.1ab LLDP		
37	Multicast: IGMP v1, v2 y v3, MLD v1 y v2, IGMP Snooping y MLD Snooping		
38	Traffic classification based on source and destination MAC addresses, source and destination IP addresses, and TCP/UDP ports		
39	IEEE 802.1p y DSCP		
40	Routing protocols: PBR, VRRP, RIPv2, RIPv2, OSPFv2 and v3		
41	Static VXLAN		
42	Terminal monitor, ability to display online events during the ssh session		
43	Management through console and SSH v2 terminals.		
44	SNMP v1/v2 o v2c/v3		
45	NTP, DHCP y DNS		
46	File transfer via FTP and/or TFTP and/or SFTP.		
47	Zero-touch provisioning support.		

	Requirement	Y/N	Comments
48	Defense against Denial of Service attacks against the processor.		
49	Access control lists (ACLs) based on source and destination MAC addresses, source and destination IP addresses, and TCP/UDP ports		
50	Centralized access control by RADIUS, for network users who authenticate via 802.1x.		
51	RADIUS y RADIUS CoA		
52	TACACS+ centralized access control for switch administrators for authentication, authorization, and accounting.		
53	Chip to ensure the authenticity of computer hardware and code.		
54	At least 4 levels of access privileges for console or SSHv2 administration.		
55	Port mirroring support by port or port group and by VLAN		
56	Jumbo Frames of at least 9198 bytes		

**Table 7.0**  
**Backup Switch: Aruba 6200F 48G Class4 PoE 4SFP+ 740W Switch**

	Requirement	Y/N	Comments
	<b>HARDWARE</b>		
1	Form factor: One rack unit		
2	Mounting kit with rails		
3	Must provide at least 48x ports 10/100/1000BASE-T Class 4 PoE Ports, supporting up to 30W per port and 4x 1/10G SFP ports		
4	ASIC must be manufactured by the switch vendor		
5	One (1) USB port (USB-A or USB 2.0, etc).		
6	One (1) RJ45 out-of-band management port		
7	Administration by RJ-45 or USB-C Console.		
8	RAM: Minimum 4GB		
9	Flash memory or SSD: Minimum 4GB		
10	Fixed Power Supply		
11	Embedded fans		
	<b>PROCESSING CAPABILITIES</b>		
12	Forwarding capacity no less than 130 Mpps		
13	Switching capacity no less than 176 Gbps		
14	Minimum buffer of 6MB		
15	MAC address table capacity no less than 16k		
16	Minimum IPv4 routing capacity of 2k and IPv6 routes of 1k		
	<b>OS FEATURES</b>		

	Requirement	Y/N	Comments
17	The switch must be configurable via API and must allow the provisioning of network resources via automation.		
18	The operating system must have the ability to make configuration checkpoints in order to restore configuration to that particular saved checkpoint. It also must be able to perform rollbacks.		
19	The switch must be able to deliver analytics using an analytics engine. The Analytics Engine must include advanced monitoring and diagnostics through the use of REST APIs or similar.		
20	It must allow stacking of up to 8 switches of the same family. The use of backplane stacking or additional uplink ports to those requested will be allowed. These stacked switches should function as a single logical entity so that ports can be added between them. The hardware required to perform the stack must be included.		
21	It must have a complete command-line configuration console, support centralized software management, and have a graphical interface included GUI. SMB or Smart managed solutions will not be accepted.		
<b>GUI FEATURES</b>			
22	The internal Web management interface of the equipment must graphically display logs, critical alerts and warnings, firmware versions, temperature status, CPU utilization, power supply status and ventilation (when applicable).		
23	It must allow the management of the appliance firmware: upgrades and downgrades.		
24	Check of added links		
25	VLANs: management and status of interfaces		
26	Allow diagnostic work		
27	Real-time traffic monitoring		
28	Review of PoE status (where applicable), status, priority, and usage by port		
29	Must graphically display the equipment, indicating the port layout and form factor		
30	Display information about devices connected to the switch		
<b>MINIMUM REQUIRED FUNCTIONALITIES LAYER 2, LAYER 3, SECURITY AND MANAGEMENT</b>			
31	Ability to aggregate VLANs on a single physical or logical port (802.1Q)		
32	Spanning Tree (802.1w, 802.1s y 802.1d)		
33	Protection against BPDUs, root and loops		
34	Ability to aggregate multiple physical ports into one logical port (LACP 802.3ad)		
35	IEEE 802.1ab LLDP		

	Requirement	Y/N	Comments
36	Multicast: IGMP v1, v2 y v3, MLD v1 y v2, IGMP Snooping y MLD Snooping		
37	Traffic classification based on source and destination MAC addresses, source and destination IP addresses, and TCP/UDP ports		
38	IEEE 802.1p y DSCP		
39	Routing protocols: PBR, VRRP, RIPv2, RIPv2, OSPFv2 and v3		
40	Static VXLAN		
41	Terminal monitor, ability to display online events during the ssh session		
42	Management through console and SSH v2 terminals.		
43	SNMP v1/v2 o v2c/v3		
44	NTP, DHCP y DNS		
45	File transfer via FTP and/or TFTP and/or SFTP.		
46	Zero-touch provisioning support.		
47	Defense against Denial of Service attacks against the processor.		
48	Access control lists (ACLs) based on source and destination MAC addresses, source and destination IP addresses, and TCP/UDP ports		
49	Centralized access control by RADIUS, for network users who authenticate via 802.1x.		
50	RADIUS y RADIUS CoA		
51	TACACS+ centralized access control for switch administrators for authentication, authorization, and accounting.		
52	Chip to ensure the authenticity of computer hardware and code.		
53	At least 4 levels of access privileges for console or SSHv2 administration.		
54	Port mirroring support by port or port group and by VLAN		
55	Jumbo Frames of at least 9198 bytes		

**Table 8.0  
Cabling Specifications**

Specifications (Minimum)	Vendor Met Specs. (Y/N) (Vendor to indicate)
1. OM4 6 Core Multi-Mode Fiber cables run between Building B and Building C server rooms. Must support 50GB to 100GB speeds (450 feet).	
2. OM4 6 Core Multi-mode fiber cables run from building C server room to DOGMA office (50 feet)	
3. All fiber must be secured inside conduit or pipe in ceiling and	

Specifications (Minimum)	Vendor Met Specs. (Y/N) (Vendor to indicate)
between buildings.	
4. Fiber Manager building B	
5. Fiber Manager Building C	
6. Fiber Manager DOGMA Office	
7. All Fiber must be tested and certified	
8. 75 CAT6A high quality Commercial Grade Ethernet cable runs with drops. Ethernet will be run from building C server room to offices and labs inside building C. 100% pure copper cable of very high commercial quality to support 10gigabit over Ethernet.	
9. 75 IO drops with wall face plates, patch cables, 100 CAT6A 10ft Ethernet cables.	
10. Supply, delivery and installation of 7 (seven) CAT6A high quality Commercial Grade Ethernet cable	
11. All CAT6A Ethernet must be tested and certified	
12. All required LC and ST fiber cables must be supplied	
13. Ten (10) INTEL PCIE Dual Port 10GBase-T Network Cards	

**Table 9.0**  
**Summary of Cost Table**

No.	Equipment	Quantity	Cost
1.	All Aruba equipment (Table I.0)	1	
2.	6 core Multi-Mode Fiber Cable runs (B-C and C-DOGMA)	1	
3.	All Fiber Managers and all fiber cables	1	
4.	CAT6A Ethernet Cabling and termination with IO drops, wall plate, Patch panels, boxes, 100 patch cables, 100 Ethernet cables, Fiber LC/ST cables.	1	
5.	Ethernet and Fiber Cable Certification	Item	
6.	INTEL PCIE Dual Port 10GBase-T Network Cards with full height and low profile brackets	10	
7.	Labour	Item	
<b>Sub Total</b>			
<b>VAT</b>			
<b>TOTAL</b>			

### **2.6.3 Miscellaneous**

#### **2.6.3.1 Proof of Vendor-Manufacturer Relationship**

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

#### **2.6.3.2 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.

#### **2.6.3.3 Reference Implementations**

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

## Section 3.0

### Technical 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 to the Prime  
Minister Office of the Prime Minister-  
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*]: \_\_\_\_\_

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

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

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

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

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**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]: \_\_\_\_\_

Emp

loye

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

<p><b>11. Detailed Tasks Assigned</b></p> <p>[List all tasks to be performed under this assignment]</p>	<p><b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b></p> <p>[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.]</p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p>
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	Client: _____
	Main project features: _____
	Positions held: _____
	Activities performed: _____

**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 4.0**

### **Financial Component Proposal Forms**

Financial component Form shall be used for the preparation of the **Financial component** according to the instructions provided under Section 1.6.2.

- 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 to the Prime Minister  
Office of the Prime Minister 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**

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

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



## Bid Conformance Sheet

### The Engagement of a Qualified Vendor to Supply, Install, Configure and Commission a Storage Solution for the National Archives of Trinidad and Tobago Disaster Recovery Project

**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**

**SECTION 5.0: 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 Twenty Two and between Permanent Secretary, Office of the Prime Minister

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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**

### **I. 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**

**Trinida**

**d 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, Office of the Prime Minister)

\_\_\_\_ 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:-