



MINISTRY OF COMMUNICATIONS
TIC Building Lady Young Road, Morvant
Port of Spain, Trinidad, W.I.
Phone (868) 674-1333 (MoC) - Fax: (868) 674-0393

BIDDING DOCUMENT

REQUEST FOR PROPOSAL

FOR

THE PROVISION OF ENGINEERING CONSULTANCY AND PROJECT MANAGEMENT SERVICES FOR THE DESIGN AND INSTALLATION OF AN ARCHIVAL BUILDING MANAGEMENT SYSTEM, INCLUSIVE OF NEW SYSTEMS FOR HVAC, SECURITY, FIRE, CCTV AND SUPPORTING INFRASTRUCTURAL AND ELECTRICAL WORKS, FOR THE NATIONAL ARCHIVES OF TRINIDAD AND TOBAGO

2020

MINISTRY OF COMMUNICATIONS

**TENDER FOR THE PROVISION OF CONSULTANCY AND PROJECT
MANAGEMENT SERVICES FOR THE DESIGN AND INSTALLATION OF AN
ARCHIVAL BUILDING MANAGEMENT SYSTEM (BMS), INCLUSIVE OF NEW
SYSTEMS FOR HVAC, SECURITY, FIRE, CCTV AND SUPPORTING
INFRASTRUCTURAL AND ELECTRICAL WORKS, FOR THE NATIONAL
ARCHIVES OF TRINIDAD AND TOBAGO**

The Ministry of Communications (MoC) wishes to invite sealed Bids from eligible Bidders for the services identified.

A complete set of Bidding Documents comprising the following are attached:

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INTRODUCTION:

Prospective Bidders (hereinafter “Bidders”) are invited to submit a proposal for the requested services. Bidders are required to visit the site to conduct an assessment of the existing systems for the purpose of developing their proposal.

Bidding documents (hereinafter “Request for Proposal or RFP”):

The Invitation to Bid and the following list of documents make up the complete package of Bidding Documents:

Section A –Instruction to Prospective Bidders

Section B - Scope of Services and Requirements

Section C –Price Schedule

Section D –Bid Form

Section E – Bid Conformance Sheet

Section F– Bid validity

Section G – Standard contract

Bidders are advised that one contract will be awarded for these services.

SECTION A: INSTRUCTIONS TO PROSPECTIVE BIDDERS

A mandatory bidder’s conference/site visit is to be held at the National Archives conference room No. 105 St. Vincent Street Port of Spain on **January 15, 2020 at 10:00 AM**. To register for the bidder’s conference/site visit at this solicitation, all interested persons must contact either Mr. Ravi Heeradhan at 674-1333 Ext: 2004/email: ravi.heeradhan@moc.gov.tt), or Mrs. Rhonda Roberts at 674-1333 Ext: 4006/email: Rhonda.Roberts@moc.gov.tt between the hours of **8:30 AM – 4:00 PM Monday to Friday**. All clarifications or changes to the solicitation resulting from the bidder’s conference will be included as an amendment to the solicitation. Finally, bidders who do not register before the scheduled date or attend the bidder’s conference are precluded from submitting a bid. Bidders would be given a tour of the site subsequent to the Bidder’s Conference.

I.0 GENERAL INFORMATION

- I.1 The Ministry Communications (herein “The Client”) will select a firm/organization from those whose proposals are deemed eligible and which satisfy the evaluation criteria indicated in Section 9.
- I.2 By submitting a Proposal, Bidders accept that they are bound by the Ministry’s bidding process and the terms contained herein.
- I.3 Bidders should :
 - i. Examine the RFP and all information provided by the Ministry
 - ii. Familiarize themselves with local conditions and take these into account when preparing their proposals
 - iii. Consider all risks, contingencies and other circumstances relating to the delivery of the services, and include adequate provision in the Proposal to manage such risks and contingencies
 - iv. Document in the Proposal all assumptions and qualifications made about the delivery of the services

- v. Satisfy themselves as to the correctness and sufficiency of the Proposal including the proposed pricing.
- I.4 The Ministry 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 to the Bidders.
- I.5 Minimum qualifications for Bidders: All Bidders must meet the minimum qualifications stated below:
- i. Valid Income Tax Clearance Certificate;
 - ii. Valid Value Added Tax (VAT) Clearance Certificate; and
 - iii. Valid National Insurance Clearance Certificate;
 - iv. Valid Public liability and Workmen Compensation Insurance Certificate;
 - v. Bid validity period ninety (90) days;
 - vi. Bids which are not signed, or are in unsealed envelopes, or contain alterations, or erasures which are not initialed by the tenderer.
 - vii. See **section 7.0** for further details.

Failure to comply with the above mandatory requirements would result in the bid being disqualified.

2.0 PROPOSAL DOCUMENTS

- 2.1 All documents, correspondence, and any other formatted communications shall be written in the English Language.
- 2.2 The system to be utilised for submitting the proposals is that of the two sealed envelope system consisting of the Technical Proposal and the Financial Proposal.

2.3 QUESTIONS AND CLARIFICATIONS

- 2.3.1 It is requested that all questions and requests for clarification regarding this RFP be submitted in writing via email or fax to the Ministry's Point of Contact for this tender, as follows:

Mrs. Rhonda Roberts
Ministry of Communications,
TIC Building Lady Young Road,
Morvant.
Port of Spain, Republic of Trinidad and Tobago
West Indies
Telephone No: 1(868) 674-1333 Exts. 4006
Facsimile: 1(868) 674-0393
Email: Rhonda.Roberts@moc.gov.tt

- 2.3.2 The deadline for submission of questions and requests for clarification is **4:00 p.m. on January 24, 2020**. A copy of all written questions and answers will be provided to all bidders.
- 2.3.3 Responses to questions submitted by the above deadline will be distributed via email to all bidders who registered for this solicitation on or before **4:00 p.m. on January 29, 2020**. Such responses may constitute an amendment to the RFP. Only written responses to written communications shall be considered official and binding upon the Government of the Republic of Trinidad and Tobago. The Ministry of Communications reserves the right to determine appropriate and adequate responses to written comments, questions, and requests for clarification.
- 2.3.4 Any oral communications between the Ministry and Bidders shall be considered unofficial and non-binding.

3.0 PREPARATION OF ENVELOPE AND SUBMISSION OF BID

- 3.1 Bidders are to submit one (1) original and five (5) copies each of the Technical and Financial Proposals and mark "Original" and "Copy" as appropriate.
- 3.2 The original and all copies of the Technical Proposal should be placed in a **sealed** envelope clearly marked:

Envelope A: Technical Proposal – Tender Number MoC/NATT0001/20

“Provision of engineering consultancy and project management services for the design and installation of an archival Building Management System, inclusive of new systems for HVAC, Security, Fire, CCTV and supporting infrastructural and electrical works for the NATT”

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

Envelope B: Financial Proposal – Tender Number MoC/NATT0001/20

“Provision of engineering consultancy and project management services for the design and installation of an archival Building Management System, inclusive of new systems for HVAC, Security, Fire, CCTV and supporting infrastructural and electrical works for the NATT”

- 3.3 The envelope must be addressed to :

Permanent Secretary
Ministry of Communications
TIC Building,
Lady Young Road,
Morvant.

- 3.4 The Bidder's name and address must be included on each envelope.
- 3.5 Proposals submitted via fax or e-mail will not be accepted.
- 3.6 Any proposals received after the deadline for any reason shall not be considered and will be returned unopened to the bidder.
- 3.7 The proposals must be deposited in the Tender Box labelled "**NATT BMS**" located in the ground floor Lobby at the Ministry Communications, TIC Building Lady Young Road, Morvant, **no later than 4:00 PM on February 13, 2020**. Please note that the Tender Box slot has the dimensions 37 cm (length) x 9 cm (width). Proposals should be packaged to fit into this slot.

4.0 PREPARATION OF PROPOSALS

- 4.1 The Bidder is expected to examine all terms and instructions included in the proposal documents. All information requested as mandatory information must be provided.
- 4.2 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.
- 4.3 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.
- 4.4 In the case of any discrepancy between the copies of the proposals, the original will govern. The original and each copy of the proposal must be prepared in indelible ink and must be signed by the authorised representative of the Bidder.
- 4.5 Firms must include all required information, certifications, and other requested material with their proposals in order to be considered responsive. Proposals submitted by individuals or firms which do not comply with Section 7 requirements will be disqualified.
- 4.6 Any proposal information of this bid package that the Bidder considers confidential, proprietary, or a trade secret must be clearly identified as such in the proposal. Proposals will be kept confidential during the review process. However, once an award has been made, the Ministry may be required by law to disclose the proposals or parts that have been requested under relevant legislation.

5.0 MINISTRY'S AMENDMENT OF PROPOSAL PACKAGE

- 5.1 If it becomes necessary to revise or amend any part of the bid package prior to the submission deadline, the Ministry will provide an addenda to the Bidder.
- 5.2 No oral statement of any individual will in any manner modify or affect the terms and conditions of the bid package or any amendment hereto.
- 5.3 Any amendment to this package will be forwarded to bidders prior to the hour and date specified for receipt of the proposal.

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, facsimile or email to the Ministry Communications.

6.0 COSTING OF PROPOSALS

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

6.2 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.

7.0 PROPOSAL REQUIREMENTS

The following documents are to form part of the bidder's submissions: Bidders must provide exemption statements or reasons for document(s) not included in its proposal. Mandatory documents are highlighted.

TECHNICAL INFORMATION	FINANCIAL INFORMATION	CERTIFICATES & STATEMENTS
<p>A BRIEF DESCRIPTION OF THE BIDDER'S ORGANIZATION INCLUDING:</p> <p><i>A copy of the Bidder's bylaws</i></p> <p><i>A copy of the Bidder's Articles of Incorporation</i></p> <p><i>A list of the directors of the Company</i></p>	<p>BID VALIDITY</p> <p><i>*Bidders must provide an assurance that their proposal will remain valid for an initial minimum period of ninety (90) 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 staffing (including named personnel).</i></p> <p>In exceptional circumstances, prior to the expiry of the original offer validity period, the Ministry may ask the Bidder for a specified extension in the period of validity. The request and responses thereto shall be made in writing.</p>	<p><i>Statement of legal claims (previous and pending)</i></p> <p><i>*Valid Income Tax Certificate</i></p> <p><i>Or Exemption Statement</i></p> <p><i>Workmen Compensation and Public Liability Insurance Certificates</i></p>
<p>COMMENTS ON THE SCOPE OF SERVICE AND REQUIREMENTS including:</p> <p><i>The Bidder's technical approach to providing the Services</i></p> <p><i>A detailed Plan of the activities (Gantt Chart clearly detailing the consultants WBS), expertise, methodology, management structure, key personnel and other needs, as well as timelines that</i></p>	<p>INFORMATION ON FINANCIAL CAPACITY OF THE BIDDER</p> <p><i>Audited statements made in accordance with approved standards for the last three (3) years</i></p>	<p><i>*Valid Value Added Tax (VAT) Clearance Certificate as issued by the Board of Inland Revenue and dated not more than six (6) months prior to the closing date of proposals.</i></p> <p><i>If a the bidder is not eligible to have a VAT Clearance Certificate then they must provide a</i></p>

<p>are proposed to meet the deliverables and objectives as outlined in the Scope.</p> <p>Acknowledgement of any Addenda issued by the Ministry of Communications, in response to any queries received by Bidders or for any other reason.</p> <p>OSHA Standards and Compliance.</p>		<p>statement from the Board of Inland Revenue indicating this.</p> <p>Relevant Safety Reports & Policy</p>
<p>REFERENCES</p> <p>Name 3 customers for whom your firm has provided similar services, including one (1) current or most recent customer.</p> <p>List the type of services provided to each customer</p> <p>State the name and contact information including phone number of an individual for each customer who may be contacted to verify your work</p>	<p>BIDDERS ARE REQUIRED TO UTILIZE THE FINANCIAL PROPOSAL FORM ATTACHED, AND INCLUDE THE FOLLOWING:</p> <p>Prices detailed as per deliverable</p> <p>General Price Summary, based on each deliverable as outlined in the Scope of Services and Requirements</p> <p>The Value Added Tax must be shown in the proposal price</p> <p>All quoted prices are to be expressed in Trinidad and Tobago Dollars (TTD)</p>	<p>*Valid National Insurance Certificate of Compliance (issued in accordance with the National Insurance Act)</p> <p>Or Exemption Statement</p>

8.0 REQUIRED PROPOSAL FORMAT

8.1 Proposals should be prepared in the following order:

Technical Proposal:-

- i. Bid form which should include concerns/assumptions you may have about the required Scope of Services. A sample is provided as Section D.
- ii. Bid conformance sheet. A sample is provided as Section E.
- iii. Bid Validity. A sample is provided at Section F.
- iv. Background of firm which includes insurance information
- v. 3 References [see 7.0 above]
- vi. Scope of Services including but not limited to details of the following:
 - a. Description of how your firm is qualified and/or equipped to provide the goods and services.
 - b. State what is required on site to fulfill your obligations on this project outlined in section 7 and this RFP.
 - c. Describe your quality assurance approach, specifying how you propose to execute, monitor, evaluate, control and report on the activities required to deliver and satisfy the full scope of this project to guarantee customer satisfaction and expectations.

- vii. Financial Status: Include financial statements for the last 3 years or similar bank records.
- viii. Certificates & Statements identified in section 7.

Financial Proposal:-

- I. Price Schedule: Include a breakdown of pricing for all aspects of the Scope of Services, and quote Value Added Tax as a separate figure. A sample is provided at Section C.
- II. All equipment, resources, support services and hardware and software must be itemised in section C;
- III. All fees and warranties cost must be clearly stated in section C;
- IV. All activities must be costed out separately, and in the case of those for which no costing information is provided, it will be assumed that they are included in the overall amount cited in the Financial Proposal; and
- V. The Financial Proposal must take into account all tax liability.

9.0 EVALUATION OF THE PROPOSAL

9.1 **Evaluation Criteria:** Proposals will be evaluated in accordance with the two (2) envelope system, based on the criteria listed below. Bidders who qualify with a minimum of 70 points out of a maximum of 100 points in the Technical Evaluation, will qualify for the financial evaluation. The Ministry’s Evaluation Committee will evaluate compliant proposals in accordance with the table below.

#	CRITERIA	MINIMUM POINTS	MAXIMUM POINTS
1	Technical knowledge and competence of the bidder based on availability of qualified and experienced engineering and technical project management and other skilled resources.	20	25
2	Proven performance, experience, technical knowledge and competence in having completed Similar Projects with relevant references.	10	20
3	Compliance with the Occupational Health and Safety Act	10	15
4	Financial Capacity.	10	15
5	Conformity to RFP, demonstration of a clear understanding of the project requirements and the technical and project management approach	20	25

	inclusive of quality assurance to be implemented by the firm.		
	TOTAL	70	100

9.2 Based on the results of the technical evaluation, the envelope containing the financial proposals of the bidder with the highest ranked Technical Proposal will be opened and this bidder will be invited to enter into contract negotiations with the Ministry. All the remaining envelopes presented by the other bidders will remain sealed and if an agreement is reached with the first bidder, the envelopes will be returned to the respective Bidders unopened. If an agreement on the terms of the contract is not reached with the first bidder, negotiations will be initiated with the second Bidder, and so on until a satisfactory agreement is reached. The inability to agree on detailed costs or compensation for services, or a judgement on the part of the negotiating team that such costs or compensation are inappropriate or excessive, shall be sufficient cause for notifying the bidder of the rejection of its proposal, and for initiating negotiations with the Bidder which follows in the order of merit. Once a Bidder has been rejected it will not be recalled for further negotiations on the contract.

9.3 The Ministry will notify all unsuccessful bidders of the outcome of the evaluation process, including the name of the successful bidder, if any.

9.4 Where negotiation with the bidder is successful, the Ministry will enter into formal contract with the bidder, on terms and conditions contained in the standard contract.

10.0 DISCLAIMERS

10.1 This RFP does not constitute a binding offer of award for the stipulated services. Upon selecting a firm, the Ministry and the firm will be required to enter into a formal contract for the services. Neither the RFP nor the RFP process creates a contract or any legally binding relationship between the Ministry and a bidder.

10.2 The Ministry will not be liable in any way whatsoever for any direct or indirect damage, loss or cost incurred by a bidder or any other person in respect of the RFP process.

10.3 The Bidder is expected to examine carefully all instructions, conditions and terms. Failure to comply with the requirements of the tendering procedures will be at the Bidder’s own risk. The Ministry reserves the right to reject such offers without incurring any liability whatsoever.

11.0 Ownership of Documents

11.1 **Intellectual Property rights:** The RFP and its contents remain the property of the Ministry and all documents forming the Bidder’s Proposal shall, once submitted, become the property of the Ministry.

11.2 Proposals will not be returned to Bidders at the end of the procurement process.

11.3 All proposals submitted will be considered the property of the Ministry.

11.4 Consider any licenses obtained, or ownership of IP rights in the proposal be transferred from the bidder or its licensors to the NATT. Additionally, the bidder grants the Ministry a non-exclusive, non transferrable, license to retain, use, copy and disclose information contained in the proposal.

12.0 Ethical Consideration

12.1 **Bid-rigging and Anti-collusion:** Bidders will be disqualified from participating further in this 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 competitor.

The Ministry reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Bidders to the appropriate authority and to provide that authority with all relevant information including the Bidder’s proposal.

12.2 **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.

13.0 Conflict of Interest

13.1 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.

14.0 Confidential Information

14.1 The Ministry will take reasonable steps to protect confidential information contained in the proposal and subject to applicable law, will not disclose confidential information to a third party without the bidder’s prior written consent.

PLEASE PROCEED TO SECTION B

SECTION B: SCOPE OF SERVICES AND REQUIREMENTS

1.0 CONTEXT

The National Archives of Trinidad and Tobago, established in 1960, is the custodian of over two hundred years of the nation's public and historical records, in all formats – documents, photographs, maps, audio and video recordings, microfilm, electronic records, and books. Part of its core mandate is to preserve and provide public access to these records.

In 1998, Cabinet agreed to the construction of a purpose-built National Archives in two phases, Phase 1 being the main repository (Building B) in order to preserve and make publicly accessible the nation's primary historical sources, its archival records, including colonial and government records, newspapers, registers of immigrants, and private collections. Building B located at #105 St. Vincent Street, Port of Spain, houses:

- nine records storage vaults with fire detection and suppressant systems as well as internal climate controls, which are regularly monitored
- a public reference room where persons can access primary historical sources for research, education, genealogy, and their legal entitlements
- archival processing area
- server room
- administrative offices (Registry, IT, Human Resource, Accounts etc)
- office of the Government Archivist

Also located on the premises is the Conservation wing (Building C) which houses the Conservation and Reprographics Labs to support preservation of records, in all formats, General Stores, Conference Room and other staff areas. The Conservation wing was completed in 2015.

Since its construction in 2000, the main repository (Building B) and its installed systems have not been subject to any major upgrades. Within recent times there have been breakdowns and malfunctions in the air conditioning systems which have been assessed to be near end of life. On some occasions, this has led to a disruption in the service to the public and health and safety challenges such as mould growth and poor indoor air quality. Additionally there have been infrastructural challenges such as roof leaks, wall cracks, moisture in walls, and electrical power surges which put the building at risk of efficiently and effectively preserving the nation's records to the required international standards.

The inability to provide a safe, secure and stable internal environment has put the preservation of the nation's archival records at immense risk as high temperatures and humidity, fluctuations in temperature and humidity, air-borne pollutants and insufficient air circulation all contribute to the deterioration of archival materials. High temperatures and relative humidity over 60% can encourage pest activity and the growth of mould while sudden fluctuations in humidity can cause microscopic structural damage to documents, microfilm and magnetic tape media. In many cases the damage is

irreversible. A safe and healthy environment for staff and the public is also compromised as continued mould exposure has been identified as a potential health risk.

An archival facility that meets international standards for the preservation of archives is designed to maintain stable and specific temperature and relative humidity, good air quality/filtration and air circulation on a twenty-four hour basis for 365 days a year along with regular environmental monitoring and the necessary requirements for protection against external risks such as fire, theft, flood, earthquakes, hurricanes, and security threats. The problem is exacerbated in tropical climates with high humidity so that dehumidification solutions in the air-conditioning systems would need to be considered in the long term. The most important preservation measure for archival materials is to provide the best possible storage conditions.

2.0 Scope of Works

2.1 General Overview

The National Archives invites engineering consultants to conduct an assessment, design, and provide technical oversight/supervision and project management services for the:

- a) supply, installation, and commissioning of new energy-efficient air conditioning system(s) with environmental monitoring and control, for a purpose-built archival facility (Building B in the first instance and Building C in the second) based on international standards and tropical climate conditions, with redundancy capabilities;
- b) upgrade of buildings' infrastructure (civil works) to address any shortcomings and to enhance building integrity and insulation to accommodate new air conditioning systems, provide protection against risks such as fire, flood, hurricane, earthquake, as well as support expansion works as required.
- c) upgrade electrical works to address any shortcomings, inclusive of lighting, and to support new air-conditioning and other systems.
- d) supply, installation, and commissioning of security access and security systems (inclusive of CCTV and access control systems for persons, records and property).
- e) supply, installation, and commissioning of fire detection, fire suppressant and fire alarm systems;
- f) supply, installation, and commissioning of an appropriate and cost-effective Archival Building Management System (BMS) that integrates the effective management of all systems – environmental monitoring and control, security access and systems, fire detection and suppressant, etc. with redundancy capabilities.

Engineering consultants will be required to:

- g) Work collaboratively on a team with senior archival and Ministry staff to develop user briefs and to ensure adherence to archival and conservation international standards;
- h) Conduct technical assessments;
- i) Design systems;

- j) Ensure that all new systems have the capability to integrate into a Building Management System;
- k) Identify requirements and prepare a full scope of works for all jobs that are to be tendered (including the provision of training and knowledge transfer to NATT staff, schematics and documentation with close-out report and a preventative maintenance schedule for all systems);
- l) Provide representatives on all Evaluation Committees for the selection of contractors/service providers;
- m) Meticulously manage the project from initiation to close-out providing and scheduling all required weekly, monthly reports and meetings;
- n) Ensure OSH compliance with respect to sub-contractors and their work while on site;
- o) Provide a comprehensive close out report which includes but is not limited to the provision of all statutory approvals/certification, the provision of training and knowledge transfer to NATT staff, schematics and documentation and a preventative maintenance schedule for all systems
- p) Provide a representative on the project steering committee;
- q) Make recommendations for interim storage requirements as required;

Note: The project will be implemented in phases with the first phase and priority being given to 2.1 (a), 2.1 (b) and 2.1 (c). Other phases will be determined by the consulting engineer(s) in collaboration with the client.

2.2 Project components

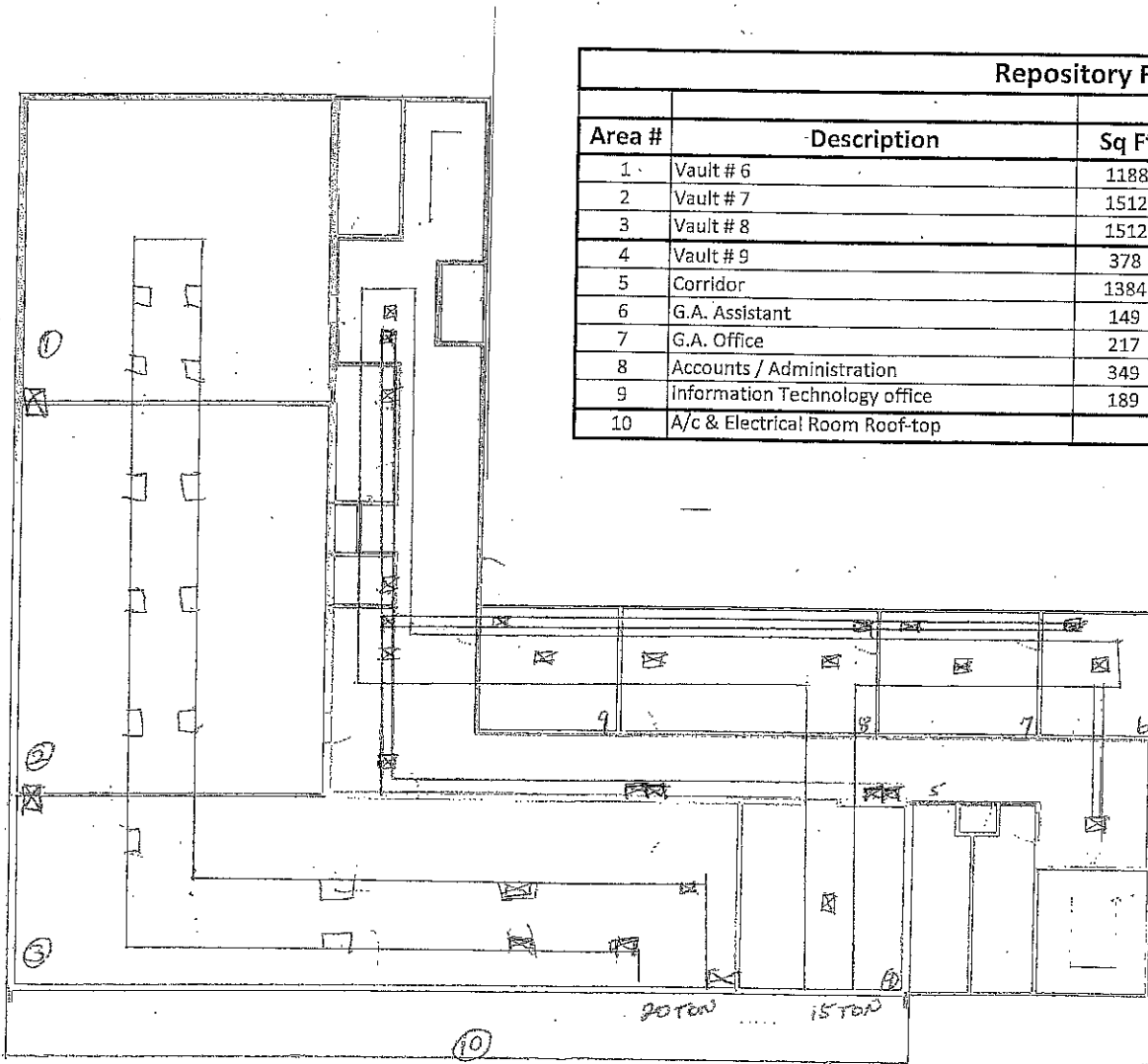
In general, the scope of the engineering and project management services shall include, but not be limited to:

2.2.1 Air-conditioning system(s) / HVAC systems and environmental monitoring

- a. Conduct technical assessment of the current air conditioning system and archival environment (see **Figure 1a and 1b**: Present A/C system layout in building B):
 - i. identify shortcomings in current design
 - ii. Assess possible re-use of ducting and other components and suitability of size of air handling room and compressor storage area for the upgrade
 - iii. Assess infrastructural and other requirements to ensure building insulation, to maintain stable environmental controls and prevent water seepage
 - iv. Assess present and future electrical load requirements for A/C systems.
- b. Design and prepare a proposal with accompanying schematics, for an air conditioning system or systems which would:
 - i. Adhere to international standards for the storage of archives with respect to temperature, relative humidity, air quality/ filtration air circulation and other requirements (see **Table I: Environmental conditions recommended for the storage of archives**)
 - ii. Adhere to international standards for maintaining stable and constant environmental controls for server room/data centre

- iii. Adhere to the National Guidelines for the Air Conditioning and Refrigeration Sector of Trinidad and Tobago and apply green technologies.
- iv. Maintain stable internal environmental controls (temperature and relative humidity), as per required standards in the required spaces for 24 hours per day, 365 days a year
- v. Ensure that a proper air filtration system is in place to effectively address all types of pollutants and particulate sizes
- vi. Ensure that environmental controls for storage vaults are independent of staff/public spaces and each other where different media are housed
- vii. be appropriate for the designated spaces, cognizant of vault dimensions and volume, **(Table II: National Archives' Vault Dimensions)** and height of, and amount of shelves/records stored in the spaces
- viii. cater for specific climate control requirements for all media i.e. paper, microfilm, audio visual and digital
 - ix. cater for outdoor tropical climate by exploring dehumidification systems
 - x. minimize pollution of external air / exterior air intakes
 - xi. provide regular environmental monitoring through integration into a building management system
 - xii. Implement redundancies for when there is a breakdown in systems.
 - xiii. Allow for easy access for replacement of major components
- c. Prepare the scope of works for supply and installation of A/C works with accompanying proposals for maintenance, as part of the tendering / procurement process.
- d. Nominate a Refrigeration/climate control expert to sit on the Evaluation Committee for the technical evaluation and selection of tender proposals.
- e. Provide a reliable, efficient and effective Project Management team to work collaboratively with National Archives and Ministry of Communications senior staff to provide technical supervision and project management services for the supply and installation of the systems by the selected contractors, including presenting schedule of work, timelines, management of budget, regular meetings and reporting. Implement procedures to assure scope, time, cost and quality control during implementation.
- f. Advise on the proposal for regular maintenance of the new air conditioning system(s) to the National Archives, inclusive of filter changes, etc.
- g. Review and advise on the full documentation of works, schematics and configurations after successful project implementation as well as training where required.
- h. Provide comprehensive close-out report.

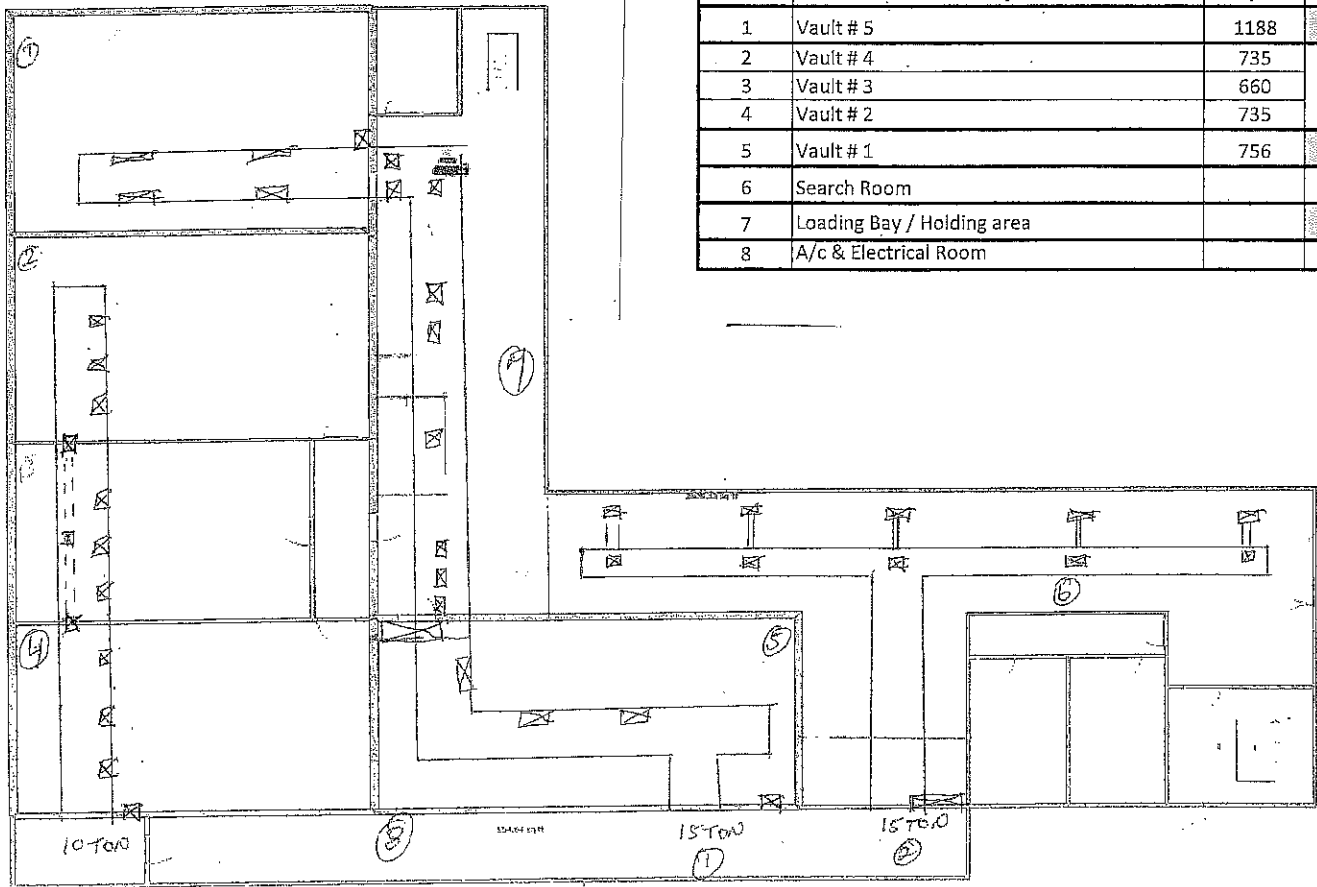
Figure 1a: Present AC System Layout Bldg B-First Floor



Repository First Floor						
Area #	Description	Sq Ft	Serving Unit	Serial #	Vents	Returns
1	Vault # 6	1188	20 Ton	R393H7RAH	4	1
2	Vault # 7	1512			6	1
3	Vault # 8	1512			7	1
4	Vault # 9	378	15 Ton	R253TGWAH	1	0
5	Corridor	1384			5	7
6	G.A. Assistant	149			1	1
7	G.A. Office	217			1	1
8	Accounts / Administration	349			2	1
9	Information Technology office	189			1	1
10	A/c & Electrical Room Roof-top					

REPOSITORY FIRST FLOOR

Figure 1b: Present AC System Layout Bldg B-Ground Floor



REPOSITORY GROUND FLOOR

Repository Ground Floor						
Area #	Description	Sq Ft	Serving Unit	Serial #	Vents	Returns
1	Vault # 5	1188	15 Ton	R2520AUAH	4	1
2	Vault # 4	735	10 Ton	NMFM131942	3	1
3	Vault # 3	660			3	2
4	Vault # 2	735			3	1
5	Vault # 1	756	15 Ton	R2520AUAH	3	1
6	Search Room		10 Ton	R2532WJAH	6	1
7	Loading Bay / Holding area		15 Ton	R2520AUAH	4	5
8	A/c & Electrical Room					

Table I
Environmental conditions recommended
for the storage of archives

Temperature and Relative Humidity		
	Temperature	Relative Humidity
Paper in regular use	18-20°C Daily variation $\pm 1^\circ\text{C}$ within range Monthly variation $\pm 3^\circ\text{C}$	45-55% Daily variation $\pm 3\%$ within range Monthly variation $\pm 5\%$ within range
Paper little used	16-19°C $\pm 1^\circ\text{C}$ within range	45-55% $\pm 5\%$ within range
Photographs and negatives	18°C	30-40%
Microfilm	12°C	35-45%
Magnetic media	16-18°C	35-45%

Useful ISO references:

ISO/TR 19815:2018 - Information and documentation — Management of the environmental conditions for archive and library collections

ISO 11799:2015 - Information and documentation — Document storage requirements for archive and library materials

ISO 18934:2011 - Imaging materials — Multiple media archives — Storage environment

ISO 18923: 2000 - Imaging Materials—Polyester-base magnetic tape—Storage practices

ISO 18925 - Imaging materials — Optical disc media — Storage practices

Air circulation / air exchanges

Ventilation includes both air exchanges and air circulation in the storage area. Air circulation is necessary to minimize the risk of developing microclimates that may cause mould growth and also prevents the build-up of off-gassing from the collection eg. acetic and formic acids. Air should be circulated in areas on a continuous basis, allowing for constant levels of temperature and relative humidity.

The measurement of the rate of air flowing in and out of a building space within an hour is referred to as air change and 2-4 changes are recommended per hour. Eg. If a room is 1000 cubic feet, a total of 1000 cubic feet of air must enter and exit the room through the ventilation system.

Fans in air conditioning system must be powerful enough to push air through various filters and ducts to reach archival storage spaces and bring return air back to the A/C units. They must also be strong enough to create positive air pressure within the storage area.

Air filtration/quality

The Air Conditioning system(s) requires the filtration of unwanted particulates, molds, bacteria and gaseous media from outside air intake and out take. Periodic replacement of the filter media would be required. Air filtration should also take off-gas pollutants from archival material into consideration.

Filtration is required to remove:

- dust, allergens, airborne pollutants (down to 0.3 microns);
- bacteria, viruses and molds,
- Volatile organic compounds (VOCs) such as gaseous pollutants -acetic acid, nitrogen dioxide, sulfur dioxide, ozone or others.

The Minimum Efficiency Reporting Rating (MERV) standard and any new technology such as UVC technology should be applied..

Table II

National Archives' Vault Dimensions

Vault	Size/11' ceiling height	Square feet	Total Cubic feet
1	21 x 36 x 11	756	8316
2	21 x 35 x 11	735	8085
3	22 x 30 x 11	660	7260
4	21 x 35 x 11	735	8085
5	33 x 36 x 11	1188	13068
6	33 x 36 x 11	1188	13068
7	36 x 42 x 11	1512	16632
8	21 x 72 x 11	1512	16632
9	18 x 21 x 11	378	4158

2.2.2 Electrical

- a. Conduct technical assessment of overall energy consumption, electrical supply and works for current and future loads, including generator and other power protection requirements.
- b. Design dependable electrical supply distribution system to support various requisite and future upgrades, with accompanying schematics and based on national electrical building codes.
- c. As per scope of works herein.

2.2.3 Infrastructural works

- a. Assess shortcomings in building integrity, insulation and characteristics, and its ability to provide constant protection against various risks – roof leaks, flood, earthquake, hurricane, security threats, invasion of pests, and water infiltration through walls, ceiling and floors, as a result of proximity of mechanical handling room to storage vaults.
- b. Assess floor loading of storage vaults for installation of mobile shelving.
- c. Propose engineering solutions to ensure that the archival building, in particular the storage vaults are well insulated, are maintained under positive air pressure, and are safe, secure and can maintain stable internal environmental controls.
- d. Prepare scope of works for tendering process to identify suitable contractor(s).
- e. As per scope of works herein.

2.2.4 Upgrade in security access and security systems

- a. Assess current security systems and access, and identify shortcomings.
- b. Propose solutions to adequately monitor and maintain a safe and secure archival building for persons, records and property, including the provision of automated doors and access controls for storage vaults and CCTV camera installation as well as capability to integrate into a Building Management System.
- c. As per scope of works herein.

2.2.5 Upgrade in fire detection, fire suppressant and fire alarm systems

- a. Conduct risk assessment and assess the current automatic fire detection, fire suppressant and fire alarm systems, and other forms of fire protection eg. Fire rated doors, automatic fire and smoke dampers in mechanical ducts, and identify any shortcomings. The gas currently being used in the fire suppressant system is FM 200 – Heptafluoropropane. In addition to storage vaults, all areas where archival materials are exhibited, treated, or processed should be assessed, along with staff and public areas.
- b. Propose solutions to address prompt fire detection and response including use of appropriate fire suppressant systems and fire extinguishers for various types of archives and staff safety, with capability to integrate into a Building Management System.
- c. As per scope of works herein.

2.2.6. Introduction of a Building Management System

- a. Conduct assessment for the development of a Building Management System that integrates regular monitoring of environmental controls; fire detection, fire alarm and fire suppressant systems; security systems; access controls; and other related systems, with redundancy capabilities.
- b. Design an appropriate and cost-effective Building Management System for the effective management of the National Archives' environmental controls and protection against various risks, and with redundancy.
- c. As per scope of works herein.

Execution

The consultant shall and is responsible for the execution and completion of the works in accordance with the contract and user requirements, and shall remedy any defects in the works.

During the execution of the works, the site must be kept free from all unnecessary obstruction, and all stored or unused equipment or surplus materials shall be the property of the NATT unless instructed otherwise by the NATT. The contractor shall clear away and remove from the site any wreckage, rubbish and temporary works which are no longer required.

Liabilities

The defects liability period shall be in effect for a period of Twenty (24) months after the handover certificate is issued to the NATT/MoC for each component of the project. During the twenty (24) months period the contractor shall:

- Execute works required to remedy defects or damages, as may be notified by the NATT/MoC within forty eight (48) hours for the duration of the defects liability period.

A retention of 10% of the Contract Sum shall be held until the expiration of the defects liability period and shall be released once it is confirmed that all defects have been remedied.

Warranties

The consultant shall ensure specific and relevant equipment warranties and guarantees are provided for on the submission of the contractor's RFPs and shall furnish all warranty and guarantee documents at the time of practical completion of works.

Estimates Quantities

The number, quantities and measurements given are approximate only, and the validity of the Tender or of any Contract thereon shall in no way be affected by any subsequent variation in these numbers, quantities or measurements. The amount for every item inserted in the Schedule of Prices calculated at the rate or price inserted by the Tenderer shall be stated in each case, but these figures are intended solely for the purpose of facilitating the comparison of the various tenders received, and shall not be taken to be the sum which is to be paid to the Contractor for the execution of the works. The actual sum to be paid to the Contractor if the tender is accepted will be (subject to the provisions of the conditions of Contract) the value, at the rates or prices inserted by the Tenderer in the Schedule of Prices for the materials actually supplied and the work actually carried out by the Contractor.

Site Particulars

The Tenderer is deemed to have visited the site and clearly ascertained all the conditions likely to affect the carrying out of the works, taken site measurements and verified locations, existing equipment, and allowed for these in his/her tender offer.

Site Facilities

The contractor will be allowed use of the site facilities i.e. water, electricity for small tools.

The contractor is to make his own arrangement for the communication systems required for the effective running of the project.

The contractor will be responsible for the security of his own materials, tools and equipment stored on site.

Preamble

- I. The prices inserted shall be deemed to include the costs of all labour, materials, tools, equipment, transport and competent supervision necessary for the completion of the works.
- II. The consultant/Project Manager shall coordinate the works and properly provide daily feedback and weekly reports, schedule meetings as agreed, capture meeting minutes and circulate same, as well as attend steering committee meetings.
- III. Protection of finished work is imperative at all times and the NATT reserves the right to condemn work previously accepted if subsequently damaged by contractors and to withhold further payment until the work has been rectified.

THE FOLLOWING SECTIONS [C-F] ARE TEMPLATES FOR THE SUBMISSIONS REQUIRED UNDER SECTION 8.0

Section C – Price Schedule

Date: [Insert Date]

To: The Permanent Secretary, Ministry of Communications.

Ref: Tender for the [Insert name].

I THE UNDERSIGNED BIDDER, having examined all requirements, and other proposed contract documents, and all addenda (if applicable) thereto; and being acquainted and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labour, transportation, access and delivery of facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSE to furnish all requirements in accordance with the proposed Scope of Services, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein.

price calculated in accordance with the following itemized rates:

Item	Description (Items)	Quantity	Unit Cost \$TT (V.E.)	Costs \$TT (V.E.)
01	<p><u>Provision of Consultancy Services</u> Costs Must be Itemized below:</p> <ul style="list-style-type: none"> • Assessment (1a) • Assessment (1b) • Design (1a) • Design (1b) • Preparation of Scope of Works (1a) • Preparation of Scope of Works (1b) • Other Related Costs 			
02	<p><u>Provision of Project Management Services</u> Project team must be Itemized below:</p> <ul style="list-style-type: none"> • Administrative cost • Other Related Costs 			
03	<p><u>WARRANTIES (Cost Must be Itemized Below)</u></p> <ul style="list-style-type: none"> • 			

Item	Description (Items)	Quantity	Unit Cost \$TT (V.E.)	Costs \$TT (V.E.)
04	<u>OTHER COSTS (Cost Must be Itemized below)</u> •			
SUBTOTAL			\$	\$
VAT (12.5%)			\$	\$
TOTAL COST (VAT Inclusive)			\$	\$

Signature of Bidder

Name of Signatory (block letters)

Bid date

Position of Signatory

Name and Address of Firm:

Section D: Bid form

[Location, Date]

Permanent Secretary,
Ministry of Communications
TIC Building Young Road,
Morvant
Republic of Trinidad and Tobago
West Indies

Dear Madam:

Having examined the Scope of Works, Specifications, Drawings and other documents contained in the RFP, (together with any amendments...), we the undersigned hereby offer to execute and complete the above works and remedy any defects therein in accordance with the terms and conditions stipulated in the Conditions of Contract for the sum of TT\$ [VAT Inclusive].

Unless and until a formal agreement is prepared and executed, this bid, together with your written acceptance thereof, SHALL NOT constitute a binding contract between us and the Ministry.

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.

We agree, if our proposal is accepted, to execute the Services, no 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: _____

Company Stamp: _____

Section E Bid Conformance Sheet

Tender for the [Insert Tender name].

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

1	Bid Validity Period Ninety (90) days	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
2	Valid Income Tax Clearance Certificate	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
3	Valid VAT Clearance Certificate	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
4	Valid National Insurance Certificate of Compliance	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
5	Valid Workmen Compensation & Public Liability Insurance	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 necessary documents to complete your bid (documents listed in the above Check List) may deem your bid non-compliant and may lead to the Ministry’s non acceptance of your offer.

Print Name

Date

Authorized Signature

Company Stamp

Section F Bid Validity

Permanent Secretary,
Ministry of Communications
TIC Building Lady Young Road,
Morvant.
Republic of Trinidad and Tobago
West Indies

Dear Madam:

We, the undersigned, offer to provide the services for the [Insert Tender name] in accordance with your Request for Proposal 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 the lowest or any Proposal you receive.

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Section G: Sample Contract

TRINIDAD AND TOBAGO

SAMPLE

THIS CONTRACT (hereinafter, together with the Appendices attached hereto and forming an integral part thereof, called “**the Contract**”) is made this **xxx** day of **xxxxx** in the Year Two Thousand and Seventeen BETWEEN **xxxxxxxxxx**, Permanent Secretary, Ministry of **xxxxxxxxxxxxxxxxxxxxxxxx** (which expression shall mean and include the person or persons for the time being carrying on the duties of Permanent Secretary in the Ministry of **xxxxxxxxxxxxxxxxxxxxxxxx**) acting herein for and on behalf of the Government of the Republic of Trinidad and Tobago (hereinafter called “**the Client**”) of the One Part AND **[INSERT SUPPLIER’S NAME]**, a Company incorporated under the Laws of the Republic of Trinidad and Tobago and having its registered office at **[INSERT ADDRESS OF SUPPLIER]**, (hereinafter called “**the Supplier**”) of the Other Part.

WHEREAS:

- A. The Client is desirous of **[Insert Name of Project]** (hereinafter called “the Goods”) for **xxx Insert details of the Goods** and other related services (hereinafter collectively called “the Services”) being more particularly described in the Request for Proposal (RFP) which is hereto annexed and marked “**Appendix A**”.
- B. The Supplier among others submitted a Proposal dated **xxx** for the supply of the Goods and the performance of the Services hereto annexed and marked “**Appendix B**”.
- C. The Client now wishes to engage the Supplier to provide the Services and by Letter of Favourable Consideration dated **xxx**, the Supplier was informed that the Client accepted its Proposal and was invited to enter into a Contract for the supply and delivery of the Goods and Services hereto annexed and marked “**Appendix C**”.
- D. The Supplier, having represented to the Client that it has the required professional skills, personnel and technical resources, has agreed to supply and deliver the Goods and perform the Services on the terms and conditions set forth in this Contract.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES hereto as follows:

1. DEFINITIONS

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

- (a) **“Benchmark tests”** means tests used to compare system or process performance with a standard;
- (b) **“Contract”** means this contract between the Client and the Supplier;
- (c) **“Conditions”** means the provisions set out below which shall be incorporated into this Contract in their entirety;
- (d) **“Commencement Date”** means the date on which the Services under this Contract shall commence pursuant to Clause 6 hereof;
- (e) **“Defect”** means a defect in the Goods that is attributable to defective design, defective materials or defective manufacture.
- (f) **“Delivery”** in relation to an equipment and/or Software means such equipment’s successful installation and implementation and as regards Documentation it means the Documentation’s acceptance at the Location.
- (g) **“Documentation”** means the user/operation manuals, technical manuals, training manuals and other documentation for the purposes of establishing the System and installing the equipment specified in the RFP herein.
- (h) **“Force Majeure”** means an event as described in Clause 12 hereof;
- (i) **“Hardware”** means those computer units, peripherals, and other equipment to be supplied by the Supplier as part of the System as specified in the RFP herein.
- (j) **“Licence Agreements”** means any agreements entered into with the Supplier for the use of the Software.
- (k) **“Location”** means the premises at the Ministry of Communications TIC Building Lady Young Road, Morvant, Port of Spain.
- (l) **“Notice”** means notice complying with the terms of Clause 18 hereof;

- (m) **“Party”** means the Client or the Supplier as the case may be; **“Parties”** means both the Client and the Supplier, their successors and permitted assigns;
- (n) **“Personnel”** means persons hired by the Supplier as employees and/or sub-Suppliers and assigned to the performance of the Services or any part thereof;
- (o) **“Software”** means the computer programmes and associated documentation supplied by the Supplier in connection with the operation of the Systems as specified in the RFP.
- (p) **“Systems”** means the Hardware and Software implemented in accordance with the terms of this Contract.
- (q) **“Term”** means a period of xxx years/months commencing on the date stated in Duration Clause hereof.

2. For the consideration hereinafter mentioned, the Supplier will subject to the Conditions hereinafter mentioned, carry out and complete the supply and delivery of the Goods and performance of Services described in the Request for Proposal and in the said Conditions.

3. PAYMENTS AND INVOICING

- 3.1 In consideration of the due performance and satisfactory completion of the Services by the Supplier, the Client agrees to pay the Supplier the total contract sum of **xxx** Trinidad and Tobago dollars (hereinafter referred to as the ‘Contract Sum’) as specified in Appendix C and shall be due and payable within thirty (30) days of delivery of the Goods and performance of the Services to the designated location.
- 3.2 A retention fee of ten percent (10%) of the contract sum will be retained until acceptance of the software and satisfactory completion of the contract.
- 3.3 The Client shall, pay to the Supplier for the provision of the Goods and Services aforesaid, the Contract Sums, upon the Supplier’s submission of a monthly invoice in respect of the Goods and Services described in the RFP at “Appendix A”.

4. CONTRACT DOCUMENTS

The following documents annexed hereto (hereinafter collectively referred to as the **“Contract Documents”**) shall be deemed to form and be read and construed as an integral part of this Contract viz:

- (i) The Request for Proposal dated **XXX**, hereto annexed and marked **“A”**;

- (ii) Proposal dated **XXX**, hereto annexed and marked “**B**”;
- (iii) Letter of Consideration dated **XXX**, hereto annexed and marked “**C**”.

Should there be any conflict between the terms and conditions of this Contract and the Contract documents, the terms and conditions of this Contract shall prevail unless otherwise provided herein.

THE CONDITIONS HEREINBEFORE REFERRED TO as follows:

1. DELIVERY DATE

The Delivery Date/s shall be *Number of days* (X) days after the execution of this Contract.

2. COMMENCEMENT DATE

The Services shall commence or be deemed to commence (“the Commencement Date”) upon the execution of this Contract on **xxx**.

3. DURATION

This Contract shall continue for a period of **xxx years/months** (hereinafter referred to as “the term”) from the date aforesaid unless and until determined.

4. SUPPLY OF THE GOODS

- 4.1 Title and ownership to each Good supplied will pass to the Client on Delivery of that item.
- 4.2 The Supplier will be responsible at its own cost for the Delivery and off-loading of the Goods at the Location.
- 4.3 Risk in the Goods will pass to the Client at the time of Delivery to the Location.
- 4.4 The Supplier shall provide such packing of the Goods as is required to prevent its damage or deterioration during transit to its location as indicated in the Contract. The packing shall, be sufficient to withstand, without limitation, rough handling during transit and open storage.
- 4.5 The Goods supplied under the Contract shall be fully insured by the Supplier against loss or damage incidental to manufacture or acquisition, transportation, and storage until delivery to the Client on the delivery dates as specified herein.

5. ACCEPTANCE OF GOODS OR REJECTION

- 5.1 The Ministry may test the Goods to determine whether they conform to the Specification and, if applicable, conform to the sample provided by the Supplier.
- 5.2 The Ministry may, by notice in writing to the Supplier, reject the Goods within the period

of fifteen (15) Business Days after the actual date of delivery, if the Goods do not conform to the Specifications or, if applicable, the sample provided by the Supplier. If the Ministry does not reject the Goods within that period, the Ministry is taken to have accepted the Goods at the expiration of that period.

- 5.3 If the Ministry rejects the Goods the Supplier must, at its cost, collect and remove the rejected Goods from the location as soon as practicable. If the Supplier fails to collect the rejected Goods within ten (10) Business Days of the Goods being rejected, the Ministry may, at the Supplier's expense, either store the Goods until collected by the Supplier or return the rejected Goods to the Supplier.
- 5.4 If the Ministry rejects the Goods, the Supplier must also refund to the Ministry, on demand by the Ministry in writing, any money paid by the Ministry to the Supplier for those Goods.

6. LICENSE GRANT

Subject to the payment of the applicable License fees, and subject to the terms and conditions of this Agreement, the Supplier HEREBY GRANTS to the Client a non-exclusive, non-transferable right to use one (1) copy of the specified version of the Software. The Client may install one (1) copy of the appropriate Software on each System for which the Software was designed. This License applies to all such Software, subject to any restrictions.

7. VOLUME LICENSE USE

The Client must have a reasonable mechanism in place to ensure that the number of Client Devices on which the Software has been installed does not exceed the number of Licenses the Client has obtained. This License authorizes the Client to make or download one (1) copy of the Documentation for each additional copy authorized by the volume License, provided that each such copy contains all of the Software's proprietary notices, unaltered and unobstructed.

8. UPDATES

During the term of this Agreement, the Client may obtain access to vendor product updates, upgrades, including new product versions, Daily DATs, signature, agent files, engine updates and security patches and for the term of this Agreement, the Client is entitled to download unlimited product upgrades, revisions and updates to the Software when and as the Supplier publishes them via its electronic bulletin board system, website or through other online Services. After the

specified time period, the Client has no further rights to receive any revisions or upgrades without purchase of a new License to the Software.

9. INTELLECTUAL PROPERTY AND OWNERSHIP RIGHTS

9.1 All Intellectual Property rights including all copyrights, patents, trade secret rights and trademarks associated with any ideas, concepts, techniques, processes or other work product attributed to the Company during the course of performing this Agreement shall belong exclusively to the Company, and the Client shall have no right or interest therein, save for a right of use in accordance with the terms of this Agreement. Unless this Agreement is terminated by the Supplier for the Client's material breach or failure to make payments to the Supplier in accordance with its terms, the Supplier as agent for the Company and acting for and on behalf of the Company hereby grants to the Client a perpetual, royalty-free, non-transferable, non-exclusive License to use, solely for the Client's internal business purposes, the object code form of the said application Software programs, in performance of this Agreement.

9.2 All copies of the Software and Documentation made hereunder must contain the same proprietary notices that appear in and on the Software and Documentation.

10. RESTRICTIONS

10.1 The Client shall not sell, lease, license, rent, loan, resell or otherwise transfer, with or without consideration, the Software. The Company updates its Software frequently and performance data for its Software change.

10.2 Should the Client choose to conduct benchmark tests regarding this Software, the Company is to be contacted before conducting such benchmark tests, in order to verify that the Client possesses the correct Software for the test and the current version and edition of the Software.

10.3 The Client is hereby made expressly aware that benchmark tests of former, outdated or inappropriate versions or editions of the Software may yield results that are not reflective of the performance of the current version or edition of the Software.

10.4 Subject to Clause 16 hereof, the Client agrees not to permit any third party (other than third parties under contract with the Client and which such contracts contain non-disclosure obligations no less restrictive than those set forth herein) to use the Licensed Program in any form and shall use all reasonable efforts to ensure that no improper or unauthorized use of the Licensed Program is made.

10.5 The Client shall not permit third parties to benefit from the use or functionality of the Software *via* a timesharing, service bureau or other arrangement, except to the its use or other arrangement in accordance with Clause 16 below.

10.6 The Client shall not transfer any of the rights granted to the Client under this Agreement.

10.7 The Client shall not reverse, engineer, decompile, or disassemble the Software, except to the extent the foregoing restriction is expressly prohibited by applicable law.

10.8 The Client shall not modify, or create derivative works based upon, the Software in whole or in part.

10.9 The Client shall not copy the Software or Documentation except as expressly permitted in Clause 6 above.

10.10 The Client shall not remove any proprietary notices or labels on the Software.

10.11 All rights not expressly set forth hereunder are reserved by the Company.

11. SUPPLIER'S WARRANTY

The Supplier warrants to the Client that:

- (a) the Goods conform to the Specification, comply with applicable laws, and comply with applicable standards;
- (b) the Goods are free from defects (including defects in installation if the Supplier is responsible for installation);
- (c) except as required by the Specification, the Goods are new when supplied to the Client;
- (d) the Goods are of merchantable quality;
- (e) the Goods are fit for the purpose stated in the Specification, or if no purpose is stated, the purpose for which the Goods would ordinarily be used;
- (f) the supply of the Goods by the Supplier to the Client, and the use of the Goods by the Client, will not breach any intellectual property rights of any third person (including, copyright, designs, trademarks, patents and trade secrets);
- (g) all information given by the Supplier to the Ministry in connection with its Proposal was, and will remain, true and correct;
- (h) the Supplier has the right to sell and transfer title to the Goods to the Client;
- (i) at delivery, the Goods will be free from any Security Interest and
- (j) any manufacturer's warranty in relation to the Goods that is required by the Specification will be obtained.

12. BREACH OF WARRANTY

- (a) If the Supplier receives notice from the Client after the Delivery Date of any breach of the warranty under clause 10, then the Supplier shall at its own expense and within a reasonable time after receiving such notice remedy the defect or error in question provided that the Supplier shall have no liability or obligations under the said warranty unless it shall have received notice of the defect or error in question no later than ninety (90) days after the Delivery Date.
- (b) When notifying a defect the Client shall (so far as possible) provide the Supplier with a documented example of such defect.
- (c) The Supplier shall have no liability or obligations under the said warranty other than to remedy breaches thereof by the provision of materials and services within a reasonable time and without charge to the Client. If the Supplier shall fail to comply with such obligations its liability for such failure shall be limited to a sum equal to the Contract Sum.

13. SUPPLIER'S DUTIES AND OBLIGATIONS

13.1 General Duties

- (a) The Supplier shall exercise all reasonable skill, care and diligence in discharge of its duties under this Contract. The Supplier, 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 all accepted professional standards of its profession;
- (b) The Supplier, its staff, employees and agents shall throughout the performance of the Services and following their completion maintain the strictest secrecy vis-à-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 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 Supplier its staff employees and agents of the said restriction;
- (d) In carrying out the Services entrusted to it, the Supplier shall endeavour to find the technical and economic solutions best suited to the requirements.
- (e) The Supplier shall adhere to all requirements of the Occupational Health and Safety Act (OSHA) during the performance of the Services
- (f) The Supplier shall comply with all Statutory Salary deductions including PAYE, NIS and Health Surcharge and all wages and or salaries paid to officers and or its personnel shall comply with the Minimum Wages Act.

13.2 **Supplier's Obligations**

The Supplier hereby agrees and undertakes with the Client throughout the duration of this Contract in relation to the following services it shall ensure that:

- (a) All personnel will be supervised in the employ of the Supplier who will make periodic checks/visits to ensure proper execution of the supply and installation of the equipment ;
- (b) All equipment and instruments used by such personnel will be supplied by the Supplier and remain the sole property of the Supplier;
- (c) The Supplier will maintain Workmen's Compensation and Public Liability Insurances.

13.3 **Indemnity**

The Supplier will indemnify the Client against:

- (a) claims in respect of any injury to, or death of, any person;
- (b) claims in respect of damage to the property of any person; or
- (c) loss of, or damage to, property of the Client, arising from, or attributable to, the delivery, installation, supply or use of the Goods. The indemnity is a separate and independent obligation of the Supplier. The indemnity survives the termination of the Contract.

14 . DEFAULT AND TERMINATION

14.1 **Termination by the Client**

The Client may at any time prior to the end of the term terminate the Contract herein by giving to the Supplier thirty (30) days written notice of termination, such notice to be given after occurrence of any of the events specified in paragraphs (a) through (g) of this Clause:

- (a) If the Supplier fails to perform any of its obligations under the Contract satisfactorily and fails to remedy same within fourteen (14) days (or such longer period as Client may have subsequently approved in writing) after written notification of said failure;

- (b) If the Supplier 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 Supplier, in the judgment of Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If the Supplier fails to comply with any final decision reached as a result of arbitration proceedings.
- (e) If the Supplier made or is deemed to have made any representation or warranty pursuant to the Contract which has a material effect on the rights, obligations or interests of the Client and which is proved to have been untrue or incorrect when made or deemed to be made with reference to the facts and circumstances existing at the time.
- (f) If, as a result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than five (5) days.
- (g) If the Client, in the sole exercise of its discretion, decides to terminate the Contract.

14.2 **Termination by the Supplier**

The Supplier may at any time prior to the end of the year terminate the Contract herein by giving to the Client thirty (30) days written notice of termination, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:-

- (a) If the Client fails to pay any money due to the Supplier pursuant to this Contract and not subject to dispute pursuant to Clause 21 hereof within twenty-one (21) days after receiving written notice from the Supplier that such payment is overdue;
- (b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within fourteen (14) days (or such longer period as the Supplier may have subsequently approved in writing) following the receipt by the Client of the Supplier's notice specifying such breach;
- (c) If, as a result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- (d) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 21 hereof.

14.3 **Amounts Payable on Termination**

Subject to clause 13, on termination of the Contract, the Ministry must pay for all Goods accepted prior to termination (and to the extent necessary, the Contract Sum will be apportioned by the Ministry). No other amounts are payable by the Ministry to the Supplier in respect of the termination of the Contract.

15. **FAIRNESS AND GOOD FAITH**

15.1 **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.

15.2 **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 21 hereof.

16. **ASSIGNMENT AND SUB-CONTRACTING**

Except as provided, this Contract or any part thereof or any benefit or interest therein or thereunder shall not be assigned by the Supplier without the written consent of the Client nor shall it be sub-contracted either in whole or in part without the written consent of the Client and such consent shall not relieve the Supplier of any liabilities or obligations under the terms of this Contract.

17. **FORCE MAJEURE**

In the event of any strike lock out enemy action hostilities riot civil commotion or any other circumstances (whether or not of a similar nature to the foregoing) over which the Supplier

has no control which causes the cessation of or substantial interference with the performance of the Services by the Supplier under this Contract the duty of the Supplier to perform the Services shall forthwith be suspended until such circumstance shall have ceased and the Client shall not be liable to make any payment under Clause 2 hereof in respect of the period of such suspension and any sum already paid there under in respect of such period shall be credited to the period following the resumption of the Services PROVIDED that at any time during the period of such suspension either Party may serve upon the other thirty (30) days' notice of termination in writing and unless the said Services shall have been resumed before the expiration of such notice this Contract shall terminate in accordance with such notice.

18. WAIVER OR REMEDIES

No forbearance delay or indulgence by either party in enforcing the provisions of this Contract shall prejudice or restrict the rights of that party nor shall any waiver of rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and such right power or remedy shall be cumulative.

19. ENTIRE CONTRACT

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.

20. HEADINGS

Headings to Clauses in this contract are for the purpose of information and identification only and shall not be construed as forming part of this contract.

21. LAW GOVERNING AGREEMENT

The respective rights, privileges, duties and obligations of the Parties under this Agreement shall be determined in accordance with the Laws of the Republic of Trinidad and Tobago.

22. EXTRA SERVICES

If the Supplier is of the opinion that any Services the Supplier had been directed to perform are outside the scope of this Contract and constitute extra services ("Extra Services") the Supplier shall promptly notify, in writing, the Client of its opinion. In the event that the Client

determines that such Services do constitute Extra Services, it shall provide extra compensation to the Supplier upon a mutually agreeable fair and equitable basis. In the event that the Client and the Supplier 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.

23. 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 authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile transmission and confirmed by registered post to which it is required to be given at the following address: -

For The Client

The Permanent Secretary

Ministry of xxxx

Phone No.: (868)

Fax No.: (868)

For The Supplier

Chief Executive Officer

Phone No.: (868)

Fax No. (868)

24. CHANGE OF ADDRESS

Each of the Parties shall give notice to the other of the change or acquisition of any new address or telephone facsimile or other number different to that indicated in Clause 18 hereinabove, at the earliest possible opportunity but in any event within forty-eight (48) hours of such change or acquisition.

25. 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 Contract between the Parties.

