



MINISTRY OF PUBLIC ADMINISTRATION AND COMMUNICATIONS
National Library Building
Level 7, Corner Hart & Abercromby Streets, Port of Spain, Trinidad, W.I.
Phone (868) 625-6724 (MPA) - Fax: (868) 623-8636

BIDDING DOCUMENT

REQUEST FOR PROPOSAL

FOR

**THE SUPPLY, DELIVERY, INSTALLATION AND
COMMISSIONING OF AUDIO/VIDEO
DIGITIZATION EQUIPMENT AND SOFTWARE
FOR THE NATIONAL ARCHIVES OF TRINIDAD
AND TOBAGO**

10th JULY 2017

MINISTRY OF PUBLIC ADMINISTRATION AND COMMUNICATIONS
TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION AND
COMMISSIONING OF AUDIO/VIDEO DIGITIZATION EQUIPMENT AND
SOFTWARE FOR THE NATIONAL ARCHIVES OF TRINIDAD AND TOBAGO

The Ministry of Public Administration and Communications wishes to invite sealed Bids from eligible Bidders for the Supply, Delivery, Installation and Commissioning of Audio/Video Digitization Equipment and Software for the National Archives of Trinidad and Tobago.

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

Section & Document	Page
Invitation and General Information	2
Section A – Instructions to Bidders	2
Section B – Scope of Services and Requirements	11
Section C – Price Schedule	19
Section D – Bid Form	27
Section E – Bid Conformance Sheet	28
Section F – Bid Validity	29
Section G – Standard Contract	30

INTRODUCTION:

Prospective Bidders (hereinafter “Bidders”) are invited to submit a proposal to supply, delivery, install and commission Audio/Video Digitization Equipment and Software for the National Archives of Trinidad and Tobago.

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 bidder’s conference is to be held at the National Archives of Trinidad and Tobago conference room, No. 105 St. Vincent Street Port of Spain on **Tuesday 18th July 2017 at 10:00 AM**. To schedule/register for the bidder’s conference and this solicitation, all interested persons must contact either Ms. Anika Herbert at 623-4115 Ext: 2231, or Mr. Dave Alves at 623-4115 Ext: 2004 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 attend the bidder’s conference are not precluded from submitting a bid.

1.0 GENERAL INFORMATION

- I.1 The Client (Ministry of Public Administration and Communications “MPAC”) 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. Proposals which do not meet these requirements will not be considered:
- i. Valid Income Tax Clearance Certificate;
 - ii. Valid Value Added Tax (VAT) Clearance Certificate; and
 - iii. Valid National Insurance Clearance Certificate;
 - iv. Bid validity period ninety (90) days;
 - v. Bids which are not signed, or are in unsealed envelopes, or contain alterations, or erasures which are not initialed by the tender.

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:

Mr. Dave Alves
Programme Management Division,
Ministry of Public Administration and Communications,
Level 5, National Library Building,
Corner Hart and Abercromby Streets,
Port of Spain, Republic of Trinidad and Tobago
West Indies
Telephone Nos: 1(868) 625-8578 Exts. 2004
Facsimile: 1(868) 623-8636
Email: alvesd@mpa.gov.tt

- 2.3.2 The deadline for submission of questions and requests for clarification is **4:00 p.m. on Friday 21st July, 2017**. 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 Wednesday 26th July, 2017**. 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 Public Administration and 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 MPAC/NATT00001/17

“Supply, Delivery, Installation and Commissioning of Audio/Video Digitization Equipment and Software for the National Archives of Trinidad and Tobago.”

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

Envelope B: Financial Proposal – Tender Number MPAC/NATT00001/17

“Supply, Delivery, Installation and Commissioning of Audio/Video Equipment and Software for the National Archives of Trinidad and Tobago.”

- 3.3 The envelope must be addressed to :

Permanent Secretary
Ministry of Public Administration and Communications
Level 7, NALIS Building,
Corner Hart and Abercromby Streets,
Port of Spain, Republic of Trinidad and Tobago
West Indies

- 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 “ **Supply, Delivery, Installation and Commissioning of Audio/Video Digitization Equipment and Software for the National Archives**” located in the Level 5 Lobby of the Ministry of Public Administration and Communications, National Library Building, corner Hart and Abercromby Streets, Port of Spain, **no later than 4:00 PM on Tuesday 08th August 2017**. 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 you 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 or facsimile to the Ministry of Public Administration and 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 Public Administration and 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>*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).</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>*Valid Income Tax Certificate</p> <p>Or Exemption Statement</p> <p><i>Insurance Certificates</i></p>
COMMENTS ON THE SCOPE OF SERVICE AND	INFORMATION ON FINANCIAL CAPACITY	

<p>REQUIREMENTS including:</p> <p><i>The Bidder's technical approach to providing the Services</i></p> <p><i>A detailed Plan of the activities: expertise, methodology, management structure, key personnel and other needs, as well as timelines that are proposed to meet the deliverables and objectives as outlined in the Scope</i></p> <p><i>Schematic diagrams for audio/video digitization workstations configuration and workflows.</i></p> <p><i>Acknowledgement of any Addenda issued by the Ministry of Public Administration and Communications, in response to any queries received by Bidders or for any other reason.</i></p>	<p>OF THE BIDDER</p> <p><i>Audited statements made in accordance with approved standards for the last three (3) years</i></p>	<p>*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.</p> <p>If a the bidder is not eligible to have a VAT Clearance Certificate then they must provide a statement from the Board of Inland Revenue indicating this.</p>
<p>REFERENCES</p> <p><i>Name 3 customers for whom your firm provides similar services, including one (1) current customer</i></p> <p><i>List the type of services provided to each customer</i></p> <p><i>State the name and contact information including phone number of an individual for each customer who may be contacted to verify your work</i></p>	<p>BIDDERS ARE REQUIRED TO UTILIZE THE FINANCIAL PROPOSAL FORM ATTACHED, AND INCLUDE THE FOLLOWING:</p> <p><i>Prices detailed as per deliverable</i></p> <p><i>General Price Summary, based on each deliverable as outlined in the Scope of Services and Requirements</i></p> <p><i>The Value Added Tax must be shown in the proposal price</i></p> <p><i>All quoted prices are to be expressed in Trinidad and Tobago Dollars (TTD)</i></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, detailing 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
 - c. Describe your quality assurance approach, specifying how you propose to execute and monitor the activities required to deliver and satisfy the full scope of this project to guarantee customer satisfaction
- vii. Financial Status: Include financial statements for the last 3 years or similar bank records.
- viii. Certificates & Statements

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 hardware and software must be itemised in section C;
- III. All fees and service 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	MAXIMUM POINTS
1	Closeness of fit of the proposal to the requirements provided Minimum score required: 15 points	20 points
2	Technical Knowledge and Competence Minimum score required: 20 points	25 points
3	Experience Minimum score required: 20 points	25 points

9.2	4	Applicability of Schematic diagrams Minimum points required: 7 points	15 points
	5	Financial Capacity Minimum points required: 8 points	15 points
		TOTAL	100

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 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 too 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 remain the property of the bidder or its licensors. However, 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

INTRODUCTION/OBJECTIVE

This scope covers the procurement of specific and specialized audio/video and computer equipment as well as software for a digitization system that will facilitate the conversion of audio and video analogue recordings of historical and national significance, to quality digital recordings, in line with international archival, digital preservation, and industry standards, for the National Archives of Trinidad and Tobago (NATT). It is expected that file-based preservation masters, access masters and access copies will be produced through digitization of the following media formats: vinyl discs, open reel, audio cassette, CD, U-matic, VHS and DVD, and stored in a digital storage system (with accompanying checksums to verify data integrity) for long-term preservation as well as for access by patrons of the National Archives.

The Ministry of Public Administration and Communications (the Ministry) of the Government of the Republic of Trinidad and Tobago (GoRTT) invites both local and international suppliers to submit a proposal for the supply, installation and commissioning of audio and video analogue equipment cleaners and accompanying cleaning/restorative supplies; professional analogue/digital audio and video playback equipment, including legacy equipment; a professional digital audio computer system and software; a professional digital video computer system and software; and a digital storage system for both systems. The installation and commissioning will be in keeping with international audiovisual digitization standards with workstation configurations and workflows clearly defined. All suppliers are to ensure **that** GoRTT equipment installed has operational compatibility with the National Archives' Windows-based network environment. Vendors are required to include in their proposal, schematic diagrams for the audio/video digitization workstation configuration and workflows. In addition, vendors are also required to submit a brief description of similar projects successfully completed along with credentials of persons who will complete the installation.

Minimum specifications are provided, but suppliers may wish to recommend other relevant or latest industry standard specifications. Proposals will be evaluated based on the closeness of fit of the quotation proposal to the requirements provided, cost, technical competence (inclusive of submission of schematic diagrams provided), and demonstrable experience and track record in the field.

SCOPE OF SERVICES

The following goods are to be supplied, delivered, installed, configured, calibrated and commissioned based on professional studio standards and in accordance with the minimum specifications and standards identified in A and B.

Warranties

Warranties for all equipment, and the costs and duration of software and licenses are to be clearly stated and identified, along with the provision of technical support services for a minimum of two (2) years, with the option to extend for a further one (1) to two (2) years. Total power load for the entire system must be clearly stated.

A. EQUIPMENT AND SOFTWARE

A. (1) Equipment and supplies for preparation/restoration of analogue audio and video formats.

Supply Two (2 each) of the following unless indicated otherwise:

- Tape cleaners/Evaluators for each analogue format (eg. U-matic, VHS,etc);
- Rewinders for analogue formats, as required;
- All required and appropriate cleaning/restorative supplies for each format including:
 - ¼ inch splicing block and tape;
 - Splicing blades for open reel;
 - Azimuth adjustment tool;
 - CD/DVD cleaners;
 - Styli cleaning brush and cleaner;
 - Head cleaners.

A. (2) Rack-mounted audio and video Playback Machines (including legacy machines) and processors, with accompanying documentation of specifications.

Supply the following:

- Two (2 each) ¼ inch open reel machines capable of playing tape at appropriate speeds (12 ips, 7.5 ips, 3.75ips) with XLR connectors and rack mountable, if possible
- Two (2 each) cassette players/recorders – auto azimuth adjustment, with XLR connectors and rack mountable.
- Two (2 each) high quality, 4-head VHS players with RCA to BNC adaptors and rack mountable accessories
- One (1) Direct Drive Turntable with built-in preamp and USB/analogue outputs, with rack mount tray and four replacement diamond styli – capable of 33 1/3, 45 and 78 rpm.
- One (1) U-matic player with rack mountable accessories and sliding rails.
- One (1) U-matic player/recorder with rack mountable accessories and sliding rails.
- One (1) CD player with rack mountable accessories or tray.
- One (1) DVD /Blue Ray player with rack mountable accessories or tray.
- One (1) rack mountable LED HD broadcast-quality monitor with BNC composite input.
- One (1) rack mountable Studio-quality Digital Audio Processor with automatic gain control (AGC) and noise reduction capabilities with peak level meter.
- One (1) minimum 12-input analogue to digital audio mixing board with digital/analogue outputs and at least two auxillary outputs, capable of accepting USB, XLR and RCA as inputs.
- One (1) rack mountable 12 x 4 analogue AFV video router.
- One (1) rack mountable Digital Frame Synchronizer/Processor/Video format converter.
- One (1) rack mountable Test Signal/Sync Generator.
- One (1) rack-mountable speaker (for analogue video playback).
- Three (3 each) 19 inch equipment racks, minimum 42 RU with redundant power distribution units with suitable load capacity and redundancy for all audio and video playback equipment, processors and digital

storage. Must include appropriate depth for mounting U-matic VCR, as well as blank panels and sufficient rack mount screws, nuts and washers. (NOTE: one (1) equipment rack should be equipped with heat extractor fans for digital storage system).

- One (1) rack mountable 1 x 4 audio/video distribution amplifier.
- Three (3 each) noise reduction headphones.
- Two (2 each) condenser microphones with XLR output.
- Two (2 each) microphone desktop stands.
- Two (2 each) near field sound monitors.
- One (1) rack mountable Waveform Monitor.
- One (1) rack mountable Vectorscope.
- One (1) professional portable digital recorder capable of recording high quality WAV/BWF and MP3 files with built-in stereo mics, inputs for external mics (for off-site oral history recordings).
- Two (2 each) 27 inch video monitors with built-in speakers and headphone jacks for screening video analogue tapes.
- One (1) small 4-input mixer for screening analogue audio.
- Inter-connecting cabling for system.

A. (3) Supply one (1) Professional Digital Audio Computer System I (MAC PRO)

System must include the following hardware:

- 32G RAM.
- Graphics Nvidia Quadro 2000.
- USB 3 ports.
- Thunderbolt ports.
- Dual Gigabit Ethernet.
- 802.11a/b/g/n/ac Wi-Fi, Bluetooth 4.0
- HDMI output
- Audio-in and headphone jacks
- Professional audio recording/playback interface/capture card with breakout cable.
- SD card reader
- Computer monitor – 27 inch widescreen LCD monitor
- MAC OS X 10.9 Mavericks
- External surround sound speakers for computer
- DVD-RW drive (CDs and DVDs, Blue Ray)
- Inter-connecting audio cabling for system
- 1500 VA UPS

One (1) studio workstation for easy access to audio digitization/computer equipment and audio analogue previewing, and suitable for designated work space

Supply the following software and support for the system:

- Latest version Logic Pro X software – 3 year license subscription

- Toast Titanium Professional Software for burning CDRW/DVDRW/Blue Ray, and license
- Relevant license for MAC OS
- Applecare for five years
- Appropriate Fixity software using MD5 checksum algorithm and license

A. (4) Supply one (1) Professional Digital Video Computer System II (MAC PRO) with supporting Equipment

System must include the following hardware:

- 2.7 GHz Intel Xeon E5 Twelve-core
- 32GB of 1866 MHz DDR3 ECC RAM
- 512GB PCIe-based Flash Storage
- Dual AMD FirePro D700 GPUs (2 x 6GB)
- NVidia Quadro based graphics card
- External surround sound speakers for computer
- One (1)TB SSD (Internal),
- 4 TB G-Drive Pro via Thunderbolt (External)
- One (1) Computer monitor – 27 inch widescreen LCD Monitor
- Six (6 each) Thunderbolt 2 ports
- Four (4 each) USB 3.0 ports
- One (1) HDMI 1.4 port
- 802.11a/b/g/n/ac Wi-Fi, Bluetooth 4.0
- 1500 VA UPS
- Mac OS X 10.9 Mavericks
- Audio/video capture card with breakout cable
- DVD-RW drive (CDs, DVD, Blue Ray)
- Inter-connecting audio and video cabling

One (1) studio workstation for easy access to video digitization/computer equipment and video analogue previewing, and suitable for designated work space

Supply the following Software and Support for the system:

- Adobe Premiere Pro – latest version – 3 year subscription
- Toast Titanium Professional for burning CDRW/DVDRW/Blue Ray
- Black magic Media Express (capture)
- Applecare for five years
- Relevant license for Mac OS
- Appropriate Fixity software using MDS checksum algorithm and license

A. (5) Supply a rack-mounted Digital Storage System that Supports the Following:

- Digital storage system must be configured to be accessible simultaneously by the two computer systems and also have capability for access by additional systems
- RAID storage management options including:
 - RAID 0 (Striping)
 - RAID 1 (Mirroring)
 - RAID 10
 - RAID 3
 - RAID 5
 - JBOD (independent disks)
 - Combine (Span)
- Interfaces: USB 3.0/Fire wire 800/Thunderbolt
- A solution that supports NAS is preferred
- Storage to be provided – SATA hard drives (6TB) and solid state drives (14TB) (up to 6 Gbps)
- The storage capacity required is 20TB with expandability to 30TB
- Three years Next business day warranty
- All associated software and hardware needed for the system to be accessed via Windows and MAC OS
- Supply all software needed to back-up the device on a regular basis.

B. INSTALLATION OF EQUIPMENT AND SOFTWARE

The audio/video and computer equipment, and software will be installed, configured, calibrated, tested and commissioned to work, as far as is possible, as a self-sufficient system to generate a high quality analogue signal, and facilitate the most direct and clean analogue signal flow from source (from various playback machines) through processors/analogue to digital converters, to capture the best quality digital signal in the audio and video computer systems and stored in the digital storage system, with appropriate checksum being created.

The system must be installed according to minimum specifications indicated in **A**, **B.(2)** and **B.(3)**, in a sound-proof room with dimensions 16'L x 13'W x 8.75'H. All equipment must be rack mounted with appropriate cable management for all equipment. The racks must also be bolted to the floor with suitable fasteners.

One computer workstation will be dedicated to audio digitization, while the other will be for video digitization, both with seamless connection to the digital storage system, which will be integrated into the National Archives' network architecture.

An area for the preview of analogue media (listening and viewing) prior to digitization will be accommodated, independent of the audio and video digitization workflows. Two (2) playback machines of each analogue format (except vinyl records, CD and DVD) will be set up and be able to function concurrently.

It is important to emphasize that repeat digitization would no longer be possible given the increasing obsolescence of playback machines and deterioration of analogue media, and as such, getting digitization right the first time becomes an imperative.

B. (1) Mandatory Requirement

A mandatory requirement under this RFP is the submission of schematic diagrams to illustrate audio and video digitization equipment set-up and configuration, as well as audio and video digitization workflows and signal paths from analogue source, to destination in the digital storage system.

B. (2) Specifications for Audio and Video Transfer

The installed and calibrated audio and video digitization and computer equipment **MUST** facilitate the creation of the following types of files for each media format, according to archival and digital preservation standards:

- **Preservation/Archival Master** file which captures the essence or content of the original, is uncompressed to allow for migration to future formats as technology changes, and is a high-resolution file.
- **Access or Production Master** file derived from the preservation master, but is typically a lower resolution uncompressed file, and is the file from which access copies are derived.
- **Access Copy** file optimized to benefit the end user, typically in the form of a compressed file.

All three files with baseline checksum will be saved in the digital storage system and backed-up on the National Archives' servers and later ingested with accompanying metadata into the National Archives' planned Trusted Digital Repository, compliant with ISO 14721:2012, the reference model for an Open Archival Information System (OAIS), for preserving and maintaining access to digital information over the long term.

B. (2.1) Audio Transfer

B. (2.1.1) Reproduction Setup

All audio transferred from analogue carriers is required to be done without subjective alterations and the full dynamic range and frequency response of the original maintained as the preservation master.

To avoid compromising the integrity of the audio content, the following are required:

- Well-maintained and properly aligned playback machines;
- Correct stylus;
- Properly cleaned playback heads;
- High quality analogue to digital converters to record uncompressed digital audio; and
- Equalization and other decoding mechanisms such as noise reduction.

Audio setup must be done for each item for reproduction to ensure alignment with source media and optimal reproduction using calibrated precision meters. The most direct and clean signal path must be used at all times from source to destination.

At minimum, for analogue tape formats, azimuth shall be adjusted to achieve maximum high frequency output for each signal pass. The standard recording equalization curve used in the original recording shall be used where applicable. Where the standard noise reduction encoding was used in the original recording, the related noise reduction decoding shall be applied for proper reproduction.

Subsequent alterations may be made for access purposes (as access copy) and compression algorithms used for a better listening experience.

B. (2.1.2) File Format Specifications:

Preservation / Access Master

Wrapper: Broadcast Wave File Format

Codec:

- For analogue sources, or digital source with no digital outputs:
 - PCM uncompressed at 96KHz, 24-bit.
- For digital sources with digital outputs:
 - PCM uncompressed at native/original sampling rate and bit-depth.

Access Copy

Wrapper: MP3

Codec: MP3 at 128Kbps per channel

An MD5 or other appropriate checksum shall be created for every digital file created and stored on hard drives.

B. (2.2) Video (NTSC Standard)

All preservation and access masters shall maintain their source formatting, including interlacing, frame rate, aspect ratio and recording standard. The access copies shall be de-interlaced and levels may be adjusted.

B. (2.2.1) Reproduction Setup

Video and audio setup must be performed for each tape to ensure alignment with source tapes and optimal reproduction. If bars are present on a tape the luma gain, as well as the chroma gain and phase shall be adjusted, so as to meet the standard values of the bars using a calibrated Waveform Monitor and Vectorscope. All audio content on all channels shall be transformed in full.

B. (2.2.2) File Format Specifications:

Preservation Master

Quicktime Wrapper (.mov extension)

Video encoded using 10-bit YUV 4:2:2 uncompressed codec with the fourCC 'v210'

Audio encoded as uncompressed PCM, 48KHz

Maintain the original aspect ratio, recording standard, interlacing, number of audio channels and auxiliary information such as original timecode and closed captioning.

Access Master

Quicktime Wrapper (.mov extension)

Video encoded using the fourCC 'dvc'

Audio encoded as uncompressed PCM, 48KHz

Maintain the original aspect ratio, recording standard, interlacing, number of audio channels and auxillary information such as original timecode and closed captioning.

Access Copy

Quicktime Wrapper (.mov extension)

Video encoded using the H.264 codec

Audio encoded as uncompressed AAC, 44.1KHz, 256Kbps

Aspect ratio of 4.3 (640 x 480) using a square pixel aspect ratio

Bitrate of 5000 Kbps

Maintain the original recording standard, frame rate, number of audio channels and auxillary information such as original time code and closed captioning.

An MDS or other appropriate checksum shall be created for every digital file created and stored on hard drives.

B. (3) Computers and Digital Storage Installation

The computers and storage solution provided must be installed and configured with all software and accessories at the location(s) agreed upon by the National Archives staff. The equipment must be connected to the existing infrastructure and fully functional to meet the requirements stated.

All equipment and software must be checked and confirmed working both by the vendor and National Archives staff.

Costing for A and B

Include costs as follows:

- Include a full breakdown of costs as identified in section C (Price Schedule).

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

Section C – Price Schedule

Date:

To: The Permanent Secretary, Ministry of Public Administration and Communications.

Ref: Tender for the Supply and Installation of An Audio/Video Digitation System for the National Archives of Trinidad and Tobago.

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	VAT \$TT	Costs \$TT (VAT Inclusive)
01	<p>A.1 Equipment and supplies for preparation/restoration of analogue audio and video formats:</p> <p>Supply the following:</p> <ul style="list-style-type: none"> • Tape cleaners/evaluators for each analogue format (eg. Umatic, VHS, etc.) • rewinders for analogue formats as required • All required and appropriate cleaning/restorative supplies for each format including: • ¼” splicing block and tape • Splicing blades for open reel • Azimuth adjustment tool • CD/DVD cleaners 	<p>1 each</p> <p>1 each</p> <p>As required</p> <p>2</p> <p>2</p> <p>2</p> <p>2</p>			

Item	Description (Items)	Quantity	Unit Cost \$TT	VAT \$TT	Costs \$TT (VAT Inclusive)
	<ul style="list-style-type: none"> • Styli cleaning brush and cleaner • Head cleaners. 	2			
02	<p>A.2 Rack-mounted audio and video Playback machines (including legacy machines) and Processors with accompanying documentation of specifications:</p> <ul style="list-style-type: none"> • Two (2 each) ¼ inch Open Reel machines capable of playing tape at appropriate speeds (12ips, 7.5 ips, 3.75 ips) with XLR connectors and rack mountable, if possible • Two (2 each) cassette players/recorders. • Two (2 each) high quality 4-head VHS Players with RCA to BNC adaptors and rack mountable accessories. • One (1) Direct Drive Turntable with built-in preamp and USB/analogue outputs, with rack mount tray and capable of 331/3, 45, 78 rpm. • Four (4 each) replacement diamond styli • One (1) U-matic player with rack mountable accessories and sliding rails. • One (1) U-matic player/recorder with rack mountable accessories and sliding rails. • One (1) CD player with rack mountable accessories or tray. • One (1) DVD/Blue Ray player with rack mountable accessories or tray. • One (1) rack-mounted LED HD broadcast-quality monitor with BNC composite input. • One (1) rack mounted Studio-quality Digital Audio Processor with automatic gain control (AGC) and noise reduction capabilities and peak level meter. • One (1) Minimum 12-input analogue to 	<p>2</p> <p>2</p> <p>2</p> <p>1</p> <p>4</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p>			

Item	Description (Items)	Quantity	Unit Cost \$TT	VAT \$TT	Costs \$TT (VAT Inclusive)
	<p>digital audio mixing board with digital/analogue outputs and at least two auxillary outputs, capable of accepting USB, XLR and RCA as inputs.</p> <ul style="list-style-type: none"> • One (1) rack mountable 12 X 4 Analogue AFV video router. • One (1) rack mountable Digital Frame Synchronizer/Processor/Video Format Converter. • One (1) rack mountable Test Signal/Sync Generator. • One (1) rack-mountable speaker (for analogue video playback). • Three (each) 19" equipment racks, as per scope. • One (1) rack mountable 1 X 4 audio/video distribution amplifier. • Three (3 each) noise reduction headphones. • Two (2 each) condenser microphones with XLR output. • Two (2 each) microphone desktop stands • Two (2 each) near field sound monitors • One (1) rack mountable Waveform Monitor • One (1) rack mountable Vectorscope • One (1) Professional Portable digital recorder as per scope. • Two (2 each) 27 inch video monitors as per scope. • One (1) small 4-input mixer for screening analogue audio. • Inter- connecting cabling for system. 	<p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>3</p> <p>1</p> <p>3</p> <p>2</p> <p>2</p> <p>2</p> <p>2</p> <p>1</p> <p>1</p> <p>1</p> <p>2</p> <p>1</p> <p>Item</p>			
03	A.3 One (1) Professional Digital Audio Computer				

Item	Description (Items)	Quantity	Unit Cost \$TT	VAT \$TT	Costs \$TT (VAT Inclusive)
	<p>System I (MAC PRO): System MUST include the following Hardware:</p> <ul style="list-style-type: none"> • 32G RAM • Graphics Nvidia Quadro 2000 • USB 3 ports • Thunderbolt ports • Dual Gigabit Ethernet • 802.11a/b/g/n/ac Wi-Fi, Bluetooth 4.0 • HDMI output • Audio-in and headphone jacks. • One (1) Professional audio recording/playback interface/capture card with breakout cable. • One (1) SD card reader. • One (1) Computer monitor - 27" Widescreen LCD Monitor. • Mac OS X 10.9 Mavericks. • External surround sound speakers for computer. • DVD-RW drive (CDs and DVDs, Blue Ray). • Inter-connecting audio cabling for system. • 1500 VA UPS. <p>One (1) studio workstation for easy access to audio digitization/computer equipment and audio analogue previewing, and suitable for designated work space</p> <p>Supply of the following software and support for system:</p> <ul style="list-style-type: none"> • Latest version Logic Pro X software – 3 year license subscription. • Toast Titanium Professional Software for burning CDRW/DVDRW/Blue Ray, and license. 	<p>Item</p> <p>–</p> <p>–</p> <p>–</p> <p>–</p> <p>–</p> <p>–</p> <p>–</p> <p>1</p> <p>1</p> <p>1</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>1</p> <p>Item</p> <p>Item</p>			

Item	Description (Items)	Quantity	Unit Cost \$TT	VAT \$TT	Costs \$TT (VAT Inclusive)
	<ul style="list-style-type: none"> • Relevant license for Mac OS. • Applecare for five 5 years. • Appropriate Fixity software using MD5 checksum algorithm and license. 	Item Item Item			
04	<p>A.4 Supply one (1) Professional Digital Video Computer System II (Mac Pro) with supporting equipment:</p> <p>System MUST include the following Hardware:</p> <ul style="list-style-type: none"> • 2.7 GHz Intel Xeon E5 Twelve-Core. • 32GB of 1866 MHz DDR3 ECC RAM. • 512GB PCIe-based Flash Storage. • Dual AMD FirePro D700 GPUs (2 x 6GB). • NVidia Quadro based graphics card . • External surround sound speakers for computer. • One (1)TB SSD (Internal). • One (1) Four TB G-Drive Pro via Thunderbolt (External). • One (1) Computer monitor -27 inch Widescreen LCD Monitor. • Six (6 each) Thunderbolt 2 Ports. • Four (4 each) USB 3.0 Ports. • One (1) HDMI 1.4 Port. • 802.11a/b/g/n/ac Wi-Fi, Bluetooth 4.0 • 1500 VA UPS • Mac OS X 10.9 Mavericks • Audio/video capture card with breakout cable • DVD-RW drive (CDs, DVD, Blue Ray) • Inter connecting audio and video cabling <p>One (1) studio workstation to accommodate easy access to video digitization /computer equipment and video analogue previewing, and</p>	Item - - - - - 1 1 1 6 4 1 1 Item Item Item Item Item 1			

Item	Description (Items)	Quantity	Unit Cost \$TT	VAT \$TT	Costs \$TT (VAT Inclusive)
	<p>suitable for designated work space</p> <p>Supply the following Support and Software for system:</p> <ul style="list-style-type: none"> • Adobe Premiere Pro – latest version – 3 year subscription • Toast Titanium Professional for burning CDRW/DVDRW/Blue Ray with license • Black Magic Media Express (capture) with license • Applecare for five years • Relevant license for Mac OS • Appropriate Fixity software using MDS checksum algorithm and license 	<p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p>			
05	<p>A.5 Supply a rack-mounted Digital Storage System that supports the following:</p> <ul style="list-style-type: none"> • Digital storage system must be configured to be accessible simultaneously by the two computer systems and also have capability for access by additional systems. • RAID storage management options including: RAID 0 (Striping), RAID 1 (Mirroring), RAID 10, RAID 3, RAID 5, JBOD (independent disks) and Combine (Span) • Interfaces: USB 3.0 / Fire wire 800 /Thunderbolt • A solution that support NAS is preferred . • Storage to be provided - SATA hard drives (6TB) and solid state drives (14TB) (up to 6 Gbps) • The Storage Capacity required is 20TB with expandability to 30TB • Three year Next business day warranty. • All associated software and hardware needed for the system to be accessed 	<p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p>			

Item	Description (Items)	Quantity	Unit Cost \$TT	VAT \$TT	Costs \$TT (VAT Inclusive)
	via Windows and MAC OS <ul style="list-style-type: none"> Supply all software needed to back up the device on a regular basis. 	Item			
06	<p><u>B.2 INSTALLATION</u></p> <p>The following costs for installation and support must be included in the quotation:</p> <ul style="list-style-type: none"> Cost of installation (inclusive of configuration, calibration, testing and commissioning) of the full system for audio and video digitization, inclusive of the digital storage system. Cost of Software installation Cost of user training – equipment installation, calibration, testing, audio and video analogue to digital workflows. Cost for technical support services during a minimum installation warranty period of two (2) years with the option to extend for a further one (1) to two (2) years. 	Item Item Item Item			
07	<ul style="list-style-type: none"> Duties Shipping and handling Licenses 				
08	<u>OTHER COSTS</u>				
	TOTAL COSTS	NR	\$	\$	\$

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 Public Administration and Communications
Level 7, NALIS Building,
Corner Hart and Abercromby Streets,
Port of Spain
Republic of Trinidad and Tobago
West Indies

Dear Madam:

We, the undersigned, offer to provide services for the Supply, Delivery, Installation and Commissioning of Audio/Video Digitization Equipment and Software for the National Archives of Trinidad and Tobago, in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal for the services.

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 Supply, Delivery, Installation and Commissioning of Audio/Video Digitization Equipment and Software for the National Archives of Trinidad and Tobago, Ministry of Public Administration and Communications

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"/>

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 Public Administration and Communications
Level 7, NALIS Building,
Corner Hart and Abercromby Streets,
Port of Spain
Republic of Trinidad and Tobago
West Indies

Dear Madam:

We, the undersigned, offer to provide the services for the Supply, Delivery, Installation and Commissioning of Audio/Video Digitization Equipment and Software for the National Archives of Trinidad and Tobago 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 acquiring audio visual equipment (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 RFQ 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 RFQ 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 Audio Visual Lab at the National Archives of Trinidad and Tobago, #105 St. Vincent Street, 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 RFQ 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 Favourable 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 thirty (30) 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.

26. SETTLEMENT OF DISPUTES

in the presence of:

)