



MINISTRY OF COMMUNICATIONS
TIC Building, Lady Young Road, Morvant
Republic of Trinidad and Tobago, West Indies
Tel: 868-674-1333 | Fax 868-675-9578

BIDDING DOCUMENT

REQUEST FOR PROPOSAL

FOR

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

July 3, 2019

MINISTRY OF COMMUNICATIONS

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

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

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 supply, delivery, installation and commissioning of Audio/Video Digitization Equipment and Software, and training 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 – Technical Proposal Form 1 and 2
Section D – Price Schedule
Section E – Bid Form
Section F – Bid Validity
Section G – Bid Conformance Sheet
Section H – 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 **July 29, 2019 at 10:00 AM**. To schedule/register for the bidder’s conference and this solicitation, all interested persons must contact Ms. Lurene Vincent at 625-2689 or 623-2874 Ext: 3001 between the hours of 8:00 AM – 3:00 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.

I.0 GENERAL INFORMATION

- I.1 The Ministry of Communications (hereafter “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 Client’s bidding process and the terms contained herein.
- I.3 Bidders should :
 - i. Examine the RFP and all information provided by the Client
 - ii. Familiarize themselves with local conditions and take them into account in 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 Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.
- I.5 Minimum qualifications for Bidders: All Bidders must meet the minimum qualifications stated below (**see section 7.0 for further details**):
- i. Valid Income Tax Clearance Certificate;
 - ii. Valid Value Added Tax (VAT) Clearance Certificate;
 - iii. Valid National Insurance Clearance Certificate;
 - iv. Bid validity period of ninety (90) days; and
 - v. Bids which are not signed, or are in unsealed envelopes, or contain alterations, or erasures which are not initialed by the tenderer.

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 Client's Point of Contact for this tender, as follows:

Ms. Roma Wong Sang
Senior Archives and Records Officer
National Archives of Trinidad and Tobago
105 St. Vincent Street
Port of Spain
Republic of Trinidad and Tobago
Tel: (868) 623-2874 Ext 3073
Fax: (868) 625-2689
Email: roma.wongsang@archives.gov.tt

- 2.3.2. The deadline for submission of questions and requests for clarification is **4:00 p.m. on August 5, 2019**. 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 before **4:00 p.m. on August 9, 2019**. 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 Client 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 Client 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/NATT00001/19

"Supply, Delivery, Installation, Configuration and Commissioning of Audio/Video Digitization Equipment and Software, and training 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: MoC/NATT00001/19

"Supply, Delivery, Installation, Configuration and Commissioning of Audio/Video Digitization Equipment and Software, and training for the National Archives of Trinidad and Tobago"

3.3 The envelope must be addressed to :

Permanent Secretary
Ministry of Communications
TIC Building, Lady Young Road, Morvant
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, Configuration, and Commissioning of Audio/Video Digitization Equipment and Software, and training, for the National Archives**” located in the Level I Lobby of the Ministry of Communications, TIC Building, Lady Young Road, Morvant, no later than **4:00 PM on August 16, 2019**. Please note that the Tender Box slot has the dimensions 30cm (length) x 8 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 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 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 Client 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 proposal package prior to the submission deadline, the Client will provide 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 or facsimile to the Client.

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 Client 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.

6.3 A ten (10%) percent retention of the contract value shall be withheld for a period of 90 days.

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><i>Valid Income Tax Certificate</i></p> <p><i>Or Exemption Statement</i></p> <p><i>Insurance Certificates</i></p>
<p>COMMENTS ON THE SCOPE OF SERVICE AND REQUIREMENTS including:</p> <p><i>The Bidder's understanding of the goods and services required</i></p> <p><i>The Bidder's technical approach to providing the Services highlighting</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>Bidders must submit a proposed payment schedule.</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>expertise, methodology, key personnel and experience of similar projects.</p> <p>Bidders are required to complete the Technical Proposal Form 1 for proposed equipment, furniture (workstations) and software and their technical specifications, along with proposed layout/drawing of furniture (workstations) and equipment for AV room with dimensions provided.</p> <p>Bidders are required to submit the Technical Proposal Form 2 along with proposals and detailed plans of the activities - installation works, human resource and other needs, training, schedules, and timelines that are proposed to meet the deliverables and objectives as outlined in the Scope, along with statements on after sales technical support, warranties and licenses also applicable for software.</p> <p>Bidders are required to submit mandatory schematic diagrams for audio/video digitization configuration and workflows as indicated in Technical Proposal Form 2, providing technical specifications for transfers of audio/video analogue to digital.</p> <p>Bidders are required to submit their proposed Service Level Agreement (SLA) as it relates to this proposal (terms, conditions, duration & process).</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>If a 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>Name 3 customers for whom your firm provides similar services, including one (1) current 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</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>Valid National Insurance Certificate of Compliance (issued in accordance with the National Insurance Act)</p> <p>Or Exemption Statement</p>

for each customer who may be contacted to verify your work	All quoted prices are to be expressed in Trinidad and Tobago Dollars (TTD)	
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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 E.
- II. Bid conformance sheet. A sample is provided as Section G.
- III. Bid validity. A sample is provided at Section F.
- IV. Background of firm which includes insurance information.
- V. Three (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. Technical approach to providing the goods and services highlighting AV digitization and industry standards, expertise, methodology, key personnel and their skills/resumes, experience of similar projects, mandatory submission of schematic diagrams for audio/video digitization configuration and workflows, information technology requirements, delivery periods, and any other recommendations to support successful project implementation.
 - c. Identify equipment, furniture and software, with accompanying technical specifications, using Technical Proposal Form I (Goods).
 - d. Proposals and implementation plan of the activities - installation works, drawing / layout of AV Room showing proposed studio desk and full equipment/rack placement, human resource and other needs, training, schedules, and timelines that are proposed to meet the deliverables and objectives as outlined in the Scope, along with statements on after sales technical support, warranties and licenses. Completion of Technical Proposal Form 2 is required.
 - e. State what is required on site to fulfil your obligations on this project.
 - f. 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 three (3) years or similar bank records.
- VIII. Certificates and Statements

Financial Proposal:

- i. Price Schedule: Include a breakdown of pricing for all aspects of the Scope of Services, both goods and services, and quote Value Added Tax as a separate figure. A sample is provided at Section D.
- ii. All hardware and software must be itemized in Section D.
- iii. All fees and service cost must be clearly stated in Section D.
- 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.
- vi. A proposed payment schedule must be included with submission.

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. Only Bidders who qualify with the minimum score of 75 points Financial Proposals would be considered for evaluation as indicated in 9.2 below. The Client's Evaluation Committee will evaluate compliant proposals in accordance with the table below:

#	CRITERIA	MINIMUM SCORE	MAXIMUM POINTS
1	Quality of quotation proposal and conformity with RFP	15	20 points
2	Technical knowledge, competencies and applicability of schematics	30	35 points
3	Demonstrable experience and track records in the field Minimum score required: 25 points	20	30 points
4	Financial capacity	10	15 points
	TOTAL	75	100

- 9.2 Based on the results of the technical evaluation, the envelope containing the Financial Proposal 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 Client. All the remaining Financial Proposals envelopes presented by the other bidders will remain sealed and if an agreement is reached with the first bidder, the unopened envelopes will remain the property of the Client. If an agreement on the terms of the contract is not reached with the first bidder, negotiations will be initiated with the second ranked bidder, and so on until a satisfactory agreement is reached. The inability to agree on the detailed costs or compensation of 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 Client 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 Client will enter into formal contract with the bidder, on terms and conditions contained in the Formal Contract referred to in **Section H** herein. Further to this, the Client reserves the right to negotiate and/or amend 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 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 Client and all documents forming the Bidder's Proposal shall, once submitted, become the property of the Client.
- 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 Client.

11.4 Consider any licenses obtained, or ownership of intellectual property rights in the proposal remain the property of the bidder or its licensors. However, the bidder grants the Client 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 Client or while negotiating with the Client.

In submitting a Proposal, a Bidder warrants that its Proposal has not been prepared in collusion with competitor.

The Client 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 Client’s representatives will be disqualified from participating further in the procurement process.

13.0 CONFLICT OF INTEREST

13.1 Bidders must immediately inform the Client 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 Client will take reasonable steps to protect confidential information and subject to applicable law, will not disclose confidential information to a third party without the Bidder’s prior written consent.

PLEASE PROCEED TO SECTION B

SECTION B: SCOPE OF SERVICES AND REQUIREMENTS

INTRODUCTION

The National Archives of Trinidad and Tobago (NATT) is the official custodian of the archival records of the Government of Trinidad and Tobago, as well as records of national and historical significance, in all record formats. It has responsibility for acquiring, preserving and providing access to public and other historical records as well as guiding Public Service records management policies and practices. Preservation, and access to its collections in the Public Reference/Search Room, remain an important part of its core mandate to facilitate access to citizen's legal entitlements, research, scholarship, and discovery of family history.

An integral part of its work has been the establishment of a Digitization Lab to convert analogue records, including paper, photographs and microfilm to digital records, for preservation and for enhanced public access in the digital age. The National Archives is now seeking to expand its Digitization Lab to digitize valuable public and private audio and video analogue recordings before they are lost or deteriorated or before the playback machines become obsolete. This will ensure that the National Archives adequately fulfils its mandate for the preservation and access to public and national records in all formats. It is anticipated that the Audio/Video Digitization Lab will also accommodate recordings of oral history, produce short video clips using digitized recordings for public education purposes, as well as facilitate the development of a Calypso Archive and preservation of born-digital recordings. To this end, a small, sound-proofed room has already been set up.

This scope covers the procurement of specialized audio, video and computer equipment (including legacy equipment), digital storage, as well as specified software for a small scale, configured digitization system that will facilitate the conversion of audio and video analogue recordings to quality file-based digital recordings. The configured digitization system should be in line with international archival, digital preservation, and industry standards and guidelines, including the "*Guidelines for the Preservation of Video Recordings*" and the "*Guidelines on the Production and Preservation of Digital Audio Objects*" produced by the International Association of Sound and Audiovisual Archives. 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, Betacam, MiniDV, VHS and DVD, and stored in a digital storage system with fixity data for long-term preservation as well as for access by users of the National Archives.

The Ministry of Communications of the Government of the Republic of Trinidad and Tobago (GoRTT) invites both local and international suppliers to submit a proposal for the supply, delivery, installation, configuration and commissioning of audio and video analogue equipment cleaners and accompanying cleaning/restorative supplies; professional analogue and digital audio and video playback equipment, including legacy equipment; two (2) professional multimedia computer systems and software; a digital storage system for both systems, and studio desk(s)/workstation and racks for housing equipment. Vendors are required to include in their proposal, schematic diagrams for the audio/video digitization configuration and workflows, as well as a layout plan or drawing showing the placement of furniture and equipment based on room dimensions provided. Training for staff on audio/video equipment set up, calibration and maintenance, and audio/video digitization configuration and workflows, with accompanying user-friendly training guide, are also included in this RFP. Technical support, warranties and licenses are to be clearly stated. All suppliers are to ensure that equipment installed has operational compatibility with the

National Archives' Windows-based network environment. 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 for the equipment and software required but suppliers may wish to recommend other relevant or higher/latest industry standard specifications. Proposals will be evaluated based on technical knowledge and competence (inclusive of submission of schematic diagrams for digitization configuration and workflows), demonstrable experience and track record in the field, quality of the proposal and conformity with RFP, as well as financial capacity.

SCOPE OF SERVICES AND REQUIREMENTS

The Scope of Services and Requirements are arranged according to the following sections – A, B, and C. A summary of each section is as follows:

- A.** Selection of Equipment, software and furniture, including AV Lab layout plan.
1. Equipment and supplies for preparation/restoration of analogue audio and video formats.
 2. Rack-mounted audio and video Playback Machines (including legacy machines) and processors, with accompanying documentation of specifications.
 3. Supply two (2) Professional Mutlimedia Computer System (MAC PRO).
 4. Two (2) 1500VA Smart UPS (For the MAC Pro Computers)
 5. Supply of a Direct Attached Storage System (DAS)
 6. (i) Supply of studio desk (s) / workstation for audio and video digitization to fit aesthetically in the small sound proofed room with dimensions 16'L x 13'W x 8.75'H.

Please note: The Technical Proposal Form I (Goods) must be submitted to detail all proposed equipment, furniture and software selected by the Bidder as well as other recommendations.

- B.** Proposal for installation and configuration of equipment and software, including schematic diagrams for AV audio/video digitization configuration and workflows, and implementation plan with timelines
1. Mandatory Requirement - Schematic diagrams
 2. Technical Specifications for Audio and Video Transfer
 - (i) Audio Transfer (Reproduction Set up and File Format Specifications)
 - (ii) Video Transfer (Reproduction Set up and File Format Specifications)
- C.** Proposal for training, technical support, warranties and licences.
1. Training
 2. Technical Support
 3. Warranties and Licences

Please note: The Technical Proposal Form II (Services) must be submitted along with proposals for B and C.

A. SELECTION OF EQUIPMENT, SOFTWARE AND FURNITURE

The following goods are to be supplied, delivered, installed, configured, calibrated and commissioned based on professional audio/visual digitization/ studio standards and in accordance with the minimum specifications and standards identified in A and B. The items proposed will be subject to duty-free exemptions, in accordance with Second Schedule, Section 11, of the Customs Act.

Total power load for the entire system must be clearly stated.

Please note: The Technical Proposal Form I must be submitted to detail all proposed equipment, furniture and software selected by the Bidder.

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 (15 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) Betacam player with rack mountable accessories and sliding rails.
- One (1) MiniDv player with rack mountable accessories or tray
- 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 (minimum 3000VA) 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 two (2) Professional Mutlimedia Computer System (MAC PRO)

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

- 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
- Audio-in and headphone jacks
- One (1) professional audio recording/playback interface/capture card with breakout cable
- One SD card reader

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
- Adobe Premiere Pro – latest version – 3 year subscription
- Black magic Media Express (capture)
- Appropriate Fixity software eg. MD5 checksum algorithm and license
- Relevant license for MAC OS
- Applecare for three years . The first year is the manufacturer’s warranty after which Applecare applies, thus covering a total of four years. Local support for Applecare is preferred.

A.4 Two (2) 1500VA Smart UPS (For the MAC Pro Computers)

Output:

Waveform type- Sine wave

Output power capacity 1.0 KWatts / 1.44 kVA

Max Configurable Power (Watts) 1.0 KWatts / 1.44 kVA

Nominal Output Voltage 120V

Output Voltage Distortion Less than 5%

Output Frequency (sync to mains) 50/60Hz +/- 3 Hz

Topology Line Interactive

(8) NEMA 5-15R (Battery Backup)

Output Connections

Transfer Time 4ms typical : 8ms maximum

Input:

Nominal Input Voltage 120V

Input frequency 50/60 Hz +/- 3 Hz (auto sensing)

Input Connections NEMA 5-15P

Cord Length 1.83meters

Input voltage range for main operations 82 - 144V

Input voltage adjustable range for mains operation 75 - 154V

Number of Power Cords 1

Communication & management:

Interface Port(s) SmartSlot , USB

Control panel Multi-function LCD status and control console

Audible Alarm Alarm when on battery : distinctive low battery alarm : configurable delays

Auto Restart when power returns

Surge Protection & Filtering:

Filtering Full time multi-pole noise filtering : 0.3% IEEE surge let-through : zero clamping response time : meets UL 1449

Warranty and Conformance:

Standard warranty 3 years repair or replace and 2 year for battery

Approvals CSA, ENERGY STAR VI.0 (USA), FCC Part 15 Class A, UL 1778

Physical:

Tower or Rack mounted type

A.5 Supply of a Direct Attached Storage System:

60 Terabyte Direct Attached Storage (DAS) System

Interfaces:

- 2 × Thunderbolt™ 3
- 1 × USB 3.1**
- USB 3.0 and USB 2.0 compatible using included USB-C to USB adapter cable

Interface Transfer Rates:

Thunderbolt 3: 40Gb/s

USB 3.1: 10Gb/s

Interface Technology:

Both Thunderbolt 3 and USB 3.1 through a single reversible USB-C cable
Bi-directional, dual-protocol, and supports dual 4K displays or one 5K display

RAID Modes Supported: 0/1/5/6/10/50/60

Security: Kensington® lock compatible

Minimum System Requirements:

Computer with a USB-C (Thunderbolt 3 or USB 3.1) or USB Type-A port

Latest version of Mac OS® X 10.12 and later / Latest version of Windows® 8 and later Minimum free disk space:
600MB recommended

A 6i. Supply of studio desk (s) / workstation suitable for audio/video digitization, and to fit aesthetically in the small sound proof room with dimensions 16'L x 13'W x 8.75'H.

B. PROPOSAL FOR INSTALLATION AND CONFIGURATION OF EQUIPMENT AND SOFTWARE, INCLUDING SCHEMATIC DIAGRAMS AND IMPLEMENTATION PLAN WITH TIMELINES

The audio/video playback equipment, computer and digital storage 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 from source (from various playback machines) and facilitate the most direct and clean signal flow from source through processors/analogue to digital converters, to capture the best quality digital signal in the computer systems and store in the digital storage system, with appropriate fixity data created.

The system should be installed according to minimum specifications indicated in **A and B.(2)** but suppliers may wish to recommend other relevant or higher/latest industry standard specifications. A suitable studio desk/workstation and racks will be supplied to accommodate all equipment in the sound-proof room with dimensions 16'L x 13'W x 8.75'H at the National Archives. Most playback machines of each analogue format will be set up with capability to function concurrently. All equipment should be rack mounted with appropriate cable management for all equipment. The racks should also be bolted to the floor with suitable fastens.

It is proposed that one computer will be dedicated to audio digitization, while the other will be for video digitization, but there is need for flexibility to have the two computers complete either job in case there is a heavy workload or project for either audio or video. . Both will have 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.

A separate Implementation Plan with Timelines should be submitted outlining methodology, expertise, management of project, key personnel and other needs, installation (inclusive of configuration, calibration, testing and commissioning along with accompanying mandatory schematic diagrams) as well as timelines that are proposed to meet the deliverables and objectives as outlined in the Scope.

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 Requirements – Schematic diagrams and AV Room drawing / layout

A mandatory requirement under this RFP is the submission of

- (i) schematic diagrams to illustrate audio and video digitization equipment set-up and configuration, as well as audio and video digitization workflows / signal paths from analogue source, to destination in the digital storage system.
- (ii) a separate drawing/ layout of AV Room showing proposed studio desk and full equipment placement (including racks and storage).

B. (2) Technical 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 Transfer (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 auxillary 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.

C. PROPOSAL FOR TRAINING, TECHNICAL SUPPORT, WARRANTIES AND LICENSES

A proposal for training, technical support and warranties and licenses should be submitted along with the Technical Proposal Form 2.

C.1 Training

Training of National Archives' AV digitization, information technology and archival staff on audio/video digitization is integral for the sustainability of the project. A user-friendly training guide will support this objective along with a face-to-face training programme for six (6) staff members. The training programme will include training on:

- pre-digitization: media format preparation/cleaning, configuration/calibration of playback and processing equipment, basic playback equipment maintenance
- digitization: audio and video digitization workflows for each media format, standards, production of preservation and access copies
- post-digitization – digital storage and preservation

C.2 Technical Support

Clear details of technical support for a minimum installation warranty period of two (2) years with the option to extend for a further one (1) to two (2) years should be included in the proposal.

C. 3 Warranties and Licenses

Warranties for all equipment and work done as well as the costs, versions and duration of software licenses and maintenance are to be clearly stated. A minimum three-year warranty on new equipment and a minimum six-month warranty on used/refurbished equipment such as legacy equipment, are recommended. The process for servicing under warranties should also be detailed. Technical support services recommended for a minimum of two (2) years, with the option to extend for a further one (1) to two (2) years, identifying the process involved in the service level agreement.

Please note:

Proposals for A, B and C must be accompanied by completed Technical Proposal Forms 1 and 2.

Costings for A, B and C should be itemized in the Price Schedule in Section D.

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

SECTION C
Technical Proposal Form I (Goods)

Equipment, furniture and software recommendations

Please note: These are minimum requirements. Suppliers may recommend other relevant or latest standard specifications

Item	Description (Items)	Proposed Equipment / supplies /software	Technical Specifications
01	<p>A.1 Equipment and supplies for preparation/restoration of analogue audio and video formats:</p> <p>Minimum requirements:</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 • Styli cleaning brush and cleaner • Head cleaners. 		
02	<p>A.2 Rack-mounted audio and video Playback machines (including legacy machines) and Processors with accompanying documentation of specifications:</p> <p>Minimum requirements:</p> <ul style="list-style-type: none"> • Two (2) each ¼ inch Open Reel machines capable of playing tape at appropriate speeds (15ips, 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. 		

Equipment, furniture and software recommendations

Please note: These are minimum requirements. Suppliers may recommend other relevant or latest standard specifications

Item	Description (Items)	Proposed Equipment / supplies /software	Technical Specifications
	<ul style="list-style-type: none"> • One (1) Direct Drive Turntable and one (1) Standard 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) Betacam player with rack mountable accessories and sliding rails. • One (1) MiniDv player with rack mountable accessories or tray • 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 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). 		

Equipment, furniture and software recommendations

Please note: These are minimum requirements. Suppliers may recommend other relevant or latest standard specifications

Item	Description (Items)	Proposed Equipment / supplies /software	Technical Specifications
	<ul style="list-style-type: none"> • Three (3 each) 19 inch equipment racks, minimum 42 RU with redundant power distribution units with suitable load capacity (minimum 3000VA) 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 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. 		
03	<p>A.3 Two (2) Professional Multimedia Computer System I (MAC PRO):</p> <p><u>Minimum requirements:</u></p> <ul style="list-style-type: none"> • 2.7 GHz Intel Xeon E5 Twelve-Core. 		

Equipment, furniture and software recommendations

Please note: These are minimum requirements. Suppliers may recommend other relevant or latest standard specifications

Item	Description (Items)	Proposed Equipment / supplies /software	Technical Specifications
	<ul style="list-style-type: none"> • 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). • Dual Gigabit Ethernet • 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 • Audio-in and headphone jacks • One (1) professional audio recording/playback interface/capture card with breakout cable • One external SD card reader <p>Software and support for system:</p> <p><u>Minimum requirements:</u></p> <ul style="list-style-type: none"> • Latest version Logic Pro X software – 3 year license subscription. 		

Equipment, furniture and software recommendations

Please note: These are minimum requirements. Suppliers may recommend other relevant or latest standard specifications

Item	Description (Items)	Proposed Equipment / supplies /software	Technical Specifications
	<ul style="list-style-type: none"> • Toast Titanium Professional Software for burning CDRW/DVDRW/Blue Ray,and license. • Relevant license for Mac OS. • Appplecare for three (3) years. • Adobe Premiere Pro – latest version – 3 year subscription • Black Magic Media Express (capture) with license • Appropriate Fixity software using MDS checksum algorithm and license 		
04	<p>A.4 Two (2) 1500VA Smart UPS (For the MAC Pro Computers)</p> <p>Output:</p> <p>Waveform type- Sine wave</p> <p>Output power capacity 1.0 KWatts / 1.44 kVA</p> <p>Max Configurable Power (Watts) 1.0 KWatts / 1.44 kVA</p> <p>Nominal Output Voltage 120V</p> <p>Output Voltage Distortion Less than 5%</p> <p>Output Frequency (sync to mains) 50/60Hz +/- 3 Hz</p> <p>Topology Line Interactive</p> <p>(8) NEMA 5-15R (Battery Backup)</p> <p>Output Connections</p> <p>Transfer Time 4ms typical : 8ms maximum</p> <p>Input:</p> <p>Nominal Input Voltage 120V</p>		

Equipment, furniture and software recommendations

Please note: These are minimum requirements. Suppliers may recommend other relevant or latest standard specifications

Item	Description (Items)	Proposed Equipment / supplies /software	Technical Specifications
	<p>Input frequency 50/60 Hz +/- 3 Hz (auto sensing)</p> <p>Input Connections NEMA 5-15P</p> <p>Cord Length 1.83meters</p> <p>Input voltage range for main operations 82 - 144V</p> <p>Input voltage adjustable range for mains operation 75 - 154V</p> <p>Number of Power Cords 1</p> <p>Communication & management:</p> <p>Interface Port(s) SmartSlot , USB</p> <p>Control panel Multi-function LCD status and control console</p> <p>Audible Alarm Alarm when on battery : distinctive low battery alarm : configurable delays</p> <p>Auto Restart when power returns</p> <p>Surge Protection & Filtering:</p> <p>Filtering Full time multi-pole noise filtering : 0.3% IEEE surge let-through : zero clamping response time : meets UL 1449</p> <p>Warranty and Conformance:</p> <p>Standard warranty 3 years repair or replace and 2 year for battery</p> <p>Approvals CSA, ENERGY STAR VI.0 (USA), FCC Part 15 Class A, UL 1778</p>		

Equipment, furniture and software recommendations

Please note: These are minimum requirements. Suppliers may recommend other relevant or latest standard specifications

Item	Description (Items)	Proposed Equipment / supplies /software	Technical Specifications
	<p>Physical: Tower or Rack mounted type</p>		
05	<p>A.5 Supply of Direct Attached Storage (DAS):</p> <p>60 Terabyte Direct Attached Storage (DAS) System</p> <p>Interfaces:</p> <ul style="list-style-type: none"> • 2 × Thunderbolt™ 3 • 1 × USB 3.1** • USB 3.0 and USB 2.0 compatible using included USB-C to USB adapter cable <p>Interface Transfer Rates: Thunderbolt 3: 40Gb/s USB 3.1: 10Gb/s</p> <p>Interface Technology: Both Thunderbolt 3 and USB 3.1 through a single reversible USB-C cable Bi-directional, dual-protocol, and supports dual 4K displays or one 5K display</p> <p>RAID Modes Supported: 0/1/5/6/10/50/60</p> <p>Security: Kensington® lock compatible</p> <p>Minimum System Requirements: Computer with a USB-C (Thunderbolt 3 or USB 3.1) or USB Type-A port</p> <ul style="list-style-type: none"> • Latest version of Mac OS® X 10.12 and later / Latest version of Windows® 8 and later Minimum free disk space: 600MB recommended. 		

Equipment, furniture and software recommendations

Please note: These are minimum requirements. Suppliers may recommend other relevant or latest standard specifications

Item	Description (Items)	Proposed Equipment / supplies /software	Technical Specifications
06	A.6.i Supply of studio desk(s)/workstation(s) for audio and video digitization and audio/video editing - to fit in small sound proof room with dimensions 16'L x 13'W x 8.75'H		
07	Other Recommendations by bidder		

SECTION C

Technical Proposal Form 2 (Services)

This Technical Proposal Form 2 must be completed and submitted along with proposals for Installation and Configuration, Schematic Diagrams, Training, Technical Support, Warranties and Licenses

		Submitted	
08	B. PROPOSAL FOR INSTALLATION AND CONFIGURATION OF EQUIPMENT AND SOFTWARE TO SUPPORT AV DIGITIZATION, INCLUDING IMPLEMENTATION PLAN WITH TIMELINES	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	B.1 Schematic diagrams and AV Room drawing/layout (i) Separate schematic diagrams to be submitted to illustrate audio and video digitization equipment set-up and configuration, as well as audio and video digitization workflows / signal paths from analogue source, to destination in the digital storage system. (ii) A separate drawing of layout of AV Room showing studio desk and proposed full equipment placement (including racks and storage) to be provided.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
09	C. PROPOSAL FOR TRAINING, TECHNICAL SUPPORT AND WARRANTIES AND LICENSES C.1 Training Submit a separate proposal outlining elements of introductory training on audio / video digitization for six (6) staff members inclusive of: <ul style="list-style-type: none"> • pre-digitization: media format preparation/cleaning, configuration/calibration of playback and processing equipment, basic playback equipment maintenance • digitization: digitization infrastructure, audio and video digitization workflows for each media format, standards, production of preservation and access copies • post-digitization – digital storage and preservation • printed user-friendly training guide on audio / video digitization to be produced as part of training. 	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	C.2 Technical Support Outline technical support for a minimum installation warranty period of two (2) years with the option to extend for a further one (1) to two (2) years.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	C. 3 Warranties and Licenses Clearly state all warranties and licenses for equipment, software and installation work.	<input type="checkbox"/> YES	<input type="checkbox"/> NO

SECTION D

Price Schedule

Date:

To: The Permanent Secretary, Ministry of Communications.

Ref: Tender for the Supply, Delivery, Installation and Commissioning of Audio/Video Digitation Equipment and Software and Training 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	A.1 Equipment and supplies for preparation/restoration of analogue audio and video formats: Supply the following: <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	1 each 1 each As required 2			

Item	Description (Items)	Quantity	Unit Cost \$TT	VAT \$TT	Costs \$TT (VAT Inclusive)
	<ul style="list-style-type: none"> • Splicing blades for open reel • Azimuth adjustment tool • CD/DVD cleaners • Styli cleaning brush and cleaner • Head cleaners. 	<p style="text-align: center;">2</p> <p style="text-align: center;">2</p> <p style="text-align: center;">2</p> <p style="text-align: center;">2</p> <p style="text-align: center;">2</p>			
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 (15 ips, 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 33 1/3, 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) Betacam player with rack mountable accessories and sliding rails. • One (1) MiniDv player with rack mountable accessories or tray • One (1) CD player with rack mountable accessories or tray. • One (1) DVD/Blue Ray player with rack mountable accessories or tray. 	<p style="text-align: center;">2</p> <p style="text-align: center;">2</p> <p style="text-align: center;">2</p> <p style="text-align: center;">1</p> <p style="text-align: center;">4</p> <p style="text-align: center;">1</p> <p style="text-align: center;">1</p> <p style="text-align: center;">1</p> <p style="text-align: center;">1</p> <p style="text-align: center;">1</p> <p style="text-align: center;">1</p>			

Item	Description (Items)	Quantity	Unit Cost \$TT	VAT \$TT	Costs \$TT (VAT Inclusive)
	<ul style="list-style-type: none"> • 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 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 (minimum 3000VA) 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. 	<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>1</p> <p>1</p> <p>1</p> <p>2</p> <p>1</p> <p>Item</p>			

Item	Description (Items)	Quantity	Unit Cost \$TT	VAT \$TT	Costs \$TT (VAT Inclusive)
	<ul style="list-style-type: none"> • 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. 				
03	<p>A. 3 Supply two (2) Professional Multimedia Computer System I (MAC PRO)</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), • 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 • Mac OS X 10.9 Mavericks 	2			

Item	Description (Items)	Quantity	Unit Cost \$TT	VAT \$TT	Costs \$TT (VAT Inclusive)
	<ul style="list-style-type: none"> • Audio/video capture card with breakout cable • DVD-RW drive (CDs, DVD, Blue Ray) • Inter-connecting audio and video cabling • Audio-in and headphone jacks • One (1) professional audio recording/playback interface/capture card with breakout cable • One SD card reader <p>Supply the following software and support for the 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 • Adobe Premiere Pro – latest version – 3 year subscription • Black magic Media Express (capture) • Appropriate Fixity software using MDS checksum algorithm and license • Relevant license for MAC OS • Applecare for three years . The first year is the manufacturer’s warranty after which Applecare applies, thus covering a total of four years. Local support for Applecare is preferred. 				
04	<p>A.4 Two (2) 1500VA Smart UPS (For the MAC Pro Computers)</p> <p>Output:</p> <p>Waveform type- Sine wave</p> <p>Output power capacity 1.0 KWatts / 1.44 kVA</p>	2			

Item	Description (Items)	Quantity	Unit Cost \$TT	VAT \$TT	Costs \$TT (VAT Inclusive)
	<p>Max Configurable Power (Watts) 1.0 KWatts / 1.44 kVA</p> <p>Nominal Output Voltage 120V</p> <p>Output Voltage Distortion Less than 5%</p> <p>Output Frequency (sync to mains) 50/60Hz +/- 3 Hz</p> <p>Topology Line Interactive</p> <p>(8) NEMA 5-15R (Battery Backup)</p> <p>Output Connections</p> <p>Transfer Time 4ms typical : 8ms maximum</p> <p>Input:</p> <p>Nominal Input Voltage 120V</p> <p>Input frequency 50/60 Hz +/- 3 Hz (auto sensing)</p> <p>Input Connections NEMA 5-15P</p> <p>Cord Length 1.83meters</p> <p>Input voltage range for main operations 82 - 144V</p> <p>Input voltage adjustable range for mains operation 75 - 154V</p> <p>Number of Power Cords 1</p> <p>Communication & management:</p> <p>Interface Port(s) SmartSlot , USB</p> <p>Control panel Multi-function LCD status and control console</p> <p>Audible Alarm Alarm when on battery : distinctive low battery alarm : configurable delays</p> <p>Auto Restart when power returns</p>				

Item	Description (Items)	Quantity	Unit Cost \$TT	VAT \$TT	Costs \$TT (VAT Inclusive)
	<p>Surge Protection & Filtering:</p> <p>Filtering Full time multi-pole noise filtering : 0.3% IEEE surge let-through : zero clamping response time : meets UL 1449</p> <p>Warranty and Conformance:</p> <p>Standard warranty 3 years repair or replace and 2 year for battery</p> <p>Approvals CSA, ENERGY STAR VI.0 (USA), FCC Part 15 Class A, UL 1778</p> <p>Physical:</p> <p>Tower or Rack mounted type</p>				
05	<p>A.5 Supply of Direct Attached Storage (DAS):</p> <p>60 Terabyte Direct Attached Storage (DAS) System</p> <p>Interfaces:</p> <ul style="list-style-type: none"> • 2 × Thunderbolt™ 3 • 1 × USB 3.1** • USB 3.0 and USB 2.0 compatible using included USB-C to USB adapter cable <p>Interface Transfer Rates: Thunderbolt 3: 40Gb/s USB 3.1: 10Gb/s</p> <p>Interface Technology: Both Thunderbolt 3 and USB 3.1 through a single reversible USB-C cable Bi-directional, dual-protocol, and supports dual 4K displays or one 5K display</p> <p>RAID Modes Supported: 0/1/5/6/10/50/60</p>	1			

Item	Description (Items)	Quantity	Unit Cost \$TT	VAT \$TT	Costs \$TT (VAT Inclusive)
	<p>Security: Kensington® lock compatible</p> <p>Minimum System Requirements: Computer with a USB-C (Thunderbolt 3 or USB 3.1) or USB Type-A port</p> <ul style="list-style-type: none"> • Latest version of Mac OS® X 10.12 and later / Latest version of Windows® 8 and later Minimum free disk space: 600MB recommended. 				
06	<p>A.6.i Supply of studio desk(s)/workstation(s) for audio and video digitization and audio/video editing to fit in small sound proof room with dimensions 16'L x 13'W x 8.75'H</p>				
07	<p>OTHER RECOMMENDATIONS BY BIDDER</p>				
08	<p>B.COST FOR INSTALLATION WORKS</p>				
09	<p>C. COST FOR TRAINING, TECHNICAL SUPPORT AND WARRANTIES AND LICENSES</p>				
10	<p>OTHER COSTS Eg. Shipping and handling</p>				
	<p>TOTAL COSTS</p>	NR	\$	\$	\$

Signature of Bidder

Name of Signatory (block letters)

Bid date

Position of Signatory

Name and Address of Firm:

SECTION E

Bid form

[Location, Date]

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 services for the Supply, Delivery, Installation and Commissioning of Audio/Video Digitization Equipment and Software, and training 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 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 Supply, Delivery, Installation and Commissioning of Audio/Video Digitization Equipment and Software, and training for the National Archives of Trinidad and Tobago in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. Our attached Proposal is for the sum of [*Insert amount(s) in words and figures*].

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

Bid Conformance Sheet

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

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

1	Company Information	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
2	References / Similar Contracts	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
3	Valid Income Tax Clearance Certificate	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
4	Valid VAT Clearance Certificate	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
5	Valid National Insurance Certificate of Compliance	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
6	Technical Proposal Form 1	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
7	Technical Proposal Form 2	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
8	Schematic diagrams and AV Room Drawing/Layout	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
9	Audited statements for the last three (3) years	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
10	Bid Validity Period	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
11	Pricing/Costing Submission (as per Section D)	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 documents listed as mandatory in **Part 7.0** would deem your bid non-compliant and will lead to the Client's non acceptance of your offer.

Print Name

Date

Authorized Signature

Company Stamp

SECTION H

Sample Contract

1 REPUBLIC OF TRINIDAD AND TOBAGO

THIS CONTRACT (hereinafter, together with the Appendices attached hereto and forming an integral part thereof, called “**the Contract**”) is made this _____ day of June in the Year **TWO THOUSAND AND NINETEEN** BETWEEN **NATAKI ATIBA-DILCHAN**, Acting Permanent Secretary, Ministry of Communications (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 Communication) 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/video digitization equipment and software and training (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 _____ 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 _____, 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.

2 **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: -

- 3 For The Client**
The Permanent Secretary (Ag.)
Ministry of Communications
TIC Building,
Lady Young Road
Morvant
Phone No.: (868) 674-1333 Ext 4008
Fax No.: (868) 675-9578

- 4 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 23 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

26.1 Amicable Settlement

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

26.2 **Right to Arbitration**

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement, may be submitted by either Party to arbitration in accordance with the provisions of the Arbitration Act of the Republic of Trinidad and Tobago Chapter 5:01 or any statutory modification(s) thereof for the time being in force.

IN WITNESS WHEREOF NATAKI ATIBA-DILCHAN Permanent Secretary (Ag.), Ministry of Communications, for and on behalf of the **GOVERNMENT OF THE REPUBLIC OF TRINIDAD AND TOBAGO** has hereto set her hand the _____ day of June, 2019 and _____, for and on behalf of XXXXXXXXXXXXXXXX Company Limited has hereunto set her hand the _____ day of June, 2019.

SIGNED by _____)
NATAKI ATIBA-DILCHAN _____)
Acting Permanent Secretary, _____)
Ministry of Communications _____)
for and on behalf of the _____)
Government of the Republic _____)
of Trinidad and Tobago _____)
in the presence of: - _____)

SIGNED BY _____)
XXXXXXXXXXXX _____)
General Manager _____)
for and on behalf of _____)
XXXXXXXXXXXXXXXXXXXX _____)
in the presence of:- _____)