Government of the Republic of Trinidad and Tobago
Ministry of Finance

REQUEST FOR PROPOSAL (RFP)

FOR THE

SUPPLY AND IMPLEMENTATION OF AN ELECTRONIC DOCUMENT MANAGEMENT SYSTEM

AND

RELATED SERVICES

JUNE 2016

GUIDE TO USING THIS REQUEST FOR PROPOSAL

The descriptions that follow are intended to provide a simple guideline to the use of the contents of this document. This Request for Proposal (RFP) Package is sub-divided into two (2) main sections:

Section A – provides general instructions on the recommended approach to completing your proposal.

Section B – contains Four (4) Appendices, the contents of which are summarized below:

Appendix I – **Software Requirements Specification** (this document contains descriptions of each module which are further separated into varying aspects of *Requirements* expected of the Solution)

Appendix II – **Software Requirements Specification – Assessment** – (referred to as the *Turnaround Document* – as it is the Vendor's response to the Requirements Specification)

Appendix III – **Specimen Contract**

Appendix IV - Confidentiality Clause

SECTION A

C O N T E N T S

C O N T E N T S

1 INTRODUCTION

The Ministry of Finance, hereinafter referred to as the Ministry, invites your organisation to submit proposals for the implementation of a suitable **Electronic Document Management System**, hereinafter referred to as the **Solution**, in accordance with the requirements set forth in the subsequent sections of this **R**equest **f**or **P**roposal **(RFP)**.

The Ministry is currently engaged in several activities to increase the efficiency of its operations by deploying technology systems that support its business requirements. Like many other government agencies, the Ministry is responsible for the creation, distribution and storage of several types of documents, the majority of which are required in "hard copy" after they have been finalized. Different document types are owned by individual divisions/units but also require input from several individuals, spanning several divisions before a document can be marked as finalized. For any given process, there is the likelihood that both electronic and paper based versions of these documents occur. To this end, the Ministry is challenged with enabling a more streamlined approach in respect of:

- *Creating;*
- *Managing;*
- *Securing;*
- *Collaborating;*
- *Storing;*
- *Retrieving;*
- *Archiving;*
- *Searching;*
- *Classifying;*
- *Accessing and*
- *Tracking* of its documents.

These challenges, coupled with the initiative to enhance the Ministry's overall ICT infrastructure has made it necessary to implement an **E**lectronic **D**ocument **M**anagement **S**ystem. The Ministry is aware that proper processes are necessary in order to maximize the benefits of such a solution and as such has simultaneously embarked upon process improvement reviews and sensitization exercises.

1.1 Goals and Objectives

The aim of this project is to implement an Electronic Document Management System that can assist the Ministry with:

- Improving the efficiency and productivity of operations in the management of documents and records. A well-designed filing system can facilitate easy and timely retrieval of records.

- Decreasing costs and utilizing resources more productively, as related to the current methods of storage, retrieval and archiving of documents and records.

- Improving decision-making and reporting capabilities. With easy retrieval of documents and data, pertinent information can be quickly compiled for decision-making and future business planning purposes.

- Increased accountability, transparency and traceability.

1.2   Current Environment

The scope of this project is limited to those operations conducted at the Ministry's Head Office. For this purpose, a description of the existing environment is provided and it is intended to facilitate a deeper understanding of the solutions that exist in relation to document management and ICT in general.

1.2.1   Client Infrastructure

The Ministry's Head Office currently houses <u>five hundred</u> users, each with an assigned personal computer – either a desktop or laptop. Several users are also assigned touch enabled devices such as Tablets/Slates and Smartphones. User computers run <u>Microsoft Windows 7</u> or later operating system with <u>Microsoft Office 2013</u> or later as their word processing and email applications. There are three main web browsers that are used within the organization which are <u>Internet Explorer 9/10, Mozilla Firefox, and Google Chrome</u>. External users have limited access to office resources but can access email via <u>Outlook Anywhere/Outlook Web Access</u>, Smartphone users can also access email remotely.

1.2.2   Server Infrastructure

The Ministry currently houses <u>eleven (11)</u> server-based applications, with <u>eight (8)</u> of these applications being critical to business activities.

Table 1 Listing of Applications

1. **Maximo** – provides the solution for Helpdesk ticket management system and Asset Management	2. **FoxPro** – for preparation and administration of the National Budget
3. **ValDivIS** – an open-source solution used by the Valuation Division for Land Assessments	4. **File Registry** – used by the Registry Unit for managing all incoming and outgoing files
5. **CSDRMS** - Debt Recording Management System used by the Economic Management Division	6. **Correspondence Tracking** – for monitoring the progress of correspondence received by the Executive Secretariat
7. **File Tracking** – used for tracking incoming and outgoing correspondence across all Valuation Regions	8. **NIAT CMS** - used for tracking the status of a National Insurance appeal

These applications are hosted on Windows Server environments, <u>Server 2008 and Server 2012</u>. The Ministry houses centralized database applications consisting of <u>Microsoft SQL Server 2005 and 2008</u>. Directory services are provided by <u>Microsoft Active Directory</u> services and email infrastructure is <u>Exchange 2007</u> provided by iGovTT's/GovNeTT's central email solution. The Ministry currently hosts an intranet portal using <u>IIS7 web services</u> and Joomla CMS within the environment. There is a virtualized infrastructure in place using VMWare as its hypervisor solution. Finally, the Ministry currently uses email and file servers with NTFS permissions to share and collaborate on documents and other files.

2 SCOPE OF SERVICES

The Vendor will be required to perform the following services as part of this engagement:

    i.   Work with the Client to Capture and Validate Document Management Guiding Principles as these practices currently exist.

    ii.   Propose a Detailed Charter inclusive of a Schedule/Timeline for the EDMS project.

    iii.   Define, develop and execute a Communication Plan for the EDMS project (including approach, methods, communication flowcharts etc.).

    iv.   Work with the Client to Establish and monitor metrics for EDMS performance monitoring.

    v.   Design an EDMS that meets all the mandatory requirements listed in Appendix II.

    vi.   Implement an EDMS that meets the requirements listed in Appendix II.

    vii.   Work with the client to define EDMS standards, strategies, and profiles.

    viii.   Provide a post implementation support plan for EDMS.

    ix.   Identify, document and communicate hardware resources necessary for the EDMS.

    x.   Evaluate existing applications for use/re-use with the EDMS solution.

    xi.   Evaluate existing applications to determine integration requirements with the EDMS solution.

    xii.   Document and communicate integration requirements with the EDMS solution.

    xiii.   Create preliminary migration plans (if necessary).

    xiv.   Define a base set of solution profiles. Profile data may include information such as author, date, version, originating application, and hierarchical structures (such as folders and files).

    xv.   Identify taxonomy and architect integrations to existing data sources and applications (if necessary).

    xvi.   Define enterprise security and auditing standards.

    xvii.   Develop training material and provide training services for EDMS project teams.

    xviii.   Develop EDMS support infrastructure.

    xix.   Create and maintain reusable components that can be instantiated throughout the Ministry.

    xx.   Perform Risk Management.

    xxi.   Perform Project Management for the EDMS project.

    xxii.   Capture lessons learned.

    xxiii.   Monitor and evaluate performance.

    xxiv.   Advise for governance process.

    xxv.   Provide implementation and advisory sites services.

    xxvi.   Provide improvement evaluation and recommendations

2.1 Deliverables

The Vendor will be required to deliver the following:

a) An EDMS solution inclusive of a well-defined system support structure (tiered IT support), defined processes and operating procedures/manuals.

b) A Detailed Charter for EDMS Project inclusive of:

    i. A detailed project plan for recommended EDMS solution implementation for the current environment.

    ii. Risk Management documentation.

c) Project Management Reporting for the EDMS project (including status report, scope, schedule, quality, risk, etc.).

d) An EDMS Communication Plan.

e) A base set of solution profiles.

f) Preliminary migration plans (as reasonably applicable).

g) Preliminary integration plans (as reasonably applicable).

h) Documentation on enterprise security, auditing standards and retention.

i) Training documentation for EDMS project and support teams.

j) An EDMS support and maintenance plan.

k) Performance metrics of the EDMS Solution.

l) Lessons learned documentation; including improvement evaluation and recommendations.

3 CONDITIONS OF CONTRACT AND GENERAL INSTRUCTIONS TO VENDORS

3.1 GENERAL INSTRUCTIONS TO VENDORS

Vendors are advised to carefully read <u>ALL</u> the instructions. Failure to comply may result in the rejection of the Proposal.

This section provides general information regarding the administrative requirements in responding to this Request for Proposal.

3.1.1 Proposal Language

Proposals shall be submitted in the English Language.

3.1.2 Use and Disclosure of Information

The issuance of this document shall not, in any way, cause the Ministry to incur any liability, financial or otherwise. The Ministry assumes no obligation to reimburse or in any way compensate Vendors who respond to this document, and reserves the right to use the information submitted in response to this document in any manner deemed appropriate. The Ministry will honour a Vendor's request for confidential treatment of certain identified data submitted as part of its proposal.

The information contained in this document is confidential. It is to be used by the Vendor solely for the purpose of responding to this request.

The Vendor must acknowledge that during the course of the project it will have access to confidential information relating to the Ministry. The Vendor must agree that it would under no circumstance remove any materials relating to the Ministry nor make copies of such materials, nor delete/copy soft copies of project working papers, nor authorize the use or disclosure of any such information except by prior written agreement with the Ministry and then only as such information relates to the Vendor's performance of its obligations.

The Vendor may not use the name of the **Ministry of Finance** in any fashion to promote the applications or any other of the Vendor's products without the express written consent of the Ministry.

3.1.3 Pre-Bidding Meeting

A pre-bidders meeting will be held as indicated on the Tender Notice to respond live to queries received from Vendors. Responses given to queries at this forum will be binding and will subsequently be circulated in written format by email to all Vendors.

3.1.4 Amendment of the Request for Proposal

If it becomes necessary to revise any part of this Request for Proposal prior to the submission deadline, addenda will be provided to all firms that received the initial Request for Proposal.

3.1.5 Acknowledgement of Addenda to the Request for Proposal

Receipt of an amendment to this Request for Proposal by a Vendor must be acknowledged either:

- by letter or email

   This must be sent to the attention of the following persons:

   Mr. Jareed Eve
   Database Specialist,
   Information Technology Unit,
   Ministry of Finance,
   Eric Williams Finance Building, Independence Square, Port of Spain,
   Republic of Trinidad and Tobago.
   Telephone: (868) 627-9700 Ext. 2838
   Email: M05edms@gov.tt (please note the first three characters to be Alpha M, digit zero and digit five)

   Mr. Ronald Dwarika
   Information Technologist,
   Information Technology Unit,
   Ministry of Finance,
   Eric Williams Finance Building, Independence Square, Port of Spain,
   Republic of Trinidad and Tobago.
   Telephone: (868) 627-9700 Ext. 2841

Such acknowledgement must be received **prior** to the hour and date specified for the receipt of proposals.

3.1.6 Support Services and Clarifications

Requests for clarification must be raised no later than seven (7) days before the deadline for the receipt of Proposals to permit the circulation of replies to all Vendors. The source will not be identified. Vendors needing clarification regarding the meaning or interpretation of the RFP must notify the under mentioned persons by letter or email by referring all queries to:

   Mr. Jareed Eve
   Database Specialist,
   Information Technology Unit,
   Ministry of Finance,
   Eric Williams Finance Building, Independence Square, Port of Spain,
   Republic of Trinidad and Tobago.
   Telephone: (868) 627-9700 Ext. 2838
   Email: M05edms@gov.tt

Mr. Ronald Dwarika
Information Technologist,
Information Technology Unit,
Ministry of Finance,
Eric Williams Finance Building, Independence Square, Port of Spain,
Republic of Trinidad and Tobago.
Telephone: (868) 627-9700 Ext. 2841

3.1.7 Income Tax, Value Added Tax, and National Insurance Certificates

Proposals from Vendors incorporated in Trinidad and Tobago must be accompanied by *valid Income Tax and Value Added Tax (VAT) Clearance Certificates* issued by the Board of Inland Revenue and dated not more than six (6) months prior to the closing date of the RFP. In addition, a **certificate of compliance issued in accordance with the National Insurance Act** (where applicable) must be submitted. **Failure to supply the aforementioned documents will summarily result in the rejection of the Proposal.**

3.1.8 Proposal Validity Date

Vendor proposals **(including proposed personnel and proposed price)** must be binding for at least **one hundred and twenty (120) days** following the proposal due date. The Ministry will make its best efforts to award a contract within this period.

The Ministry, prior to the original offer's expiration, may request a specified extension of validity of the Vendor's offer. The request and responses must be made in writing.

3.1.9 Proposal Currency

Prices must be quoted in Trinidad and Tobago Dollars (TTD). Vatable items must be clearly identified.

3.1.10 Modification of the Proposal

The proposal may be modified provided such modification is received prior to the hour and date specified for receipt of proposals. A modified offer does not represent, in the Ministry's judgment, a rewrite or resubmit of the entire offer.

3.1.11 Confidentiality Statement

The Vendor must sign the confidentiality clause (APPENDIX V) to be considered as a candidate.

The Request for Proposal is a confidential document. This Request for Proposal is not to be shown to any individual who is not directly involved with responding to the Request for Proposal, nor to be used for any other purpose than expressly stated in this document.

3.1.12 Cancellation of Process

The Ministry reserves the right to cancel the bidding process in its entirety or even partially without defraying any costs incurred by any Vendor.

3.2   SUBMISSION OF PROPOSAL

3.2.1   Organisation of Proposal

The proposal to be submitted shall comprise of a **Technical Specification** and a **Cost Analysis** presented as a **Single package**. It is to be noted that the Cost Analysis should provide a detailed listing of **all** costs related to the project.

The Offer shall be placed in a sealed envelope and should be clearly marked:

Technical & Financial Proposal

> **Design and Implementation of an Electronic Document Management System and Related Services for the Ministry of Finance, Government of the Republic of Trinidad and Tobago**

Please note the names and addresses of vendors <u>must</u> be printed on the Envelope and addressed as follows:

> **Messrs. Jareed Eve and Ronald Dwarika**
> **Information Technology Unit,**
> **Ministry of Finance,**
> **Eric Williams Finance Building, Independence Square, Port of Spain,**
> **Republic of Trinidad and Tobago.**
> **Telephone: (868) 627-9700 Ext. 2838**
> **Email: M05edms@gov.tt**

The original proposal and five (5) copies must be hand-delivered to the receptionist in the lobby of the Ministry's head office located at the Eric Williams Finance Building, Independence Square, Port of Spain on the date indicated on the Tender Notice. An electronic copy of the Proposal should be enclosed on separate digital media in PDF format and included in the original package. These copies must permit copying to facilitate ease of evaluation.

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

> **Please note that electronic copies are not required for the additional five copies.**

Faxed/E-mail offers will **not** be considered.

To ensure that the Request for Proposal evaluation is carried out in equal terms; all quoted prices are to be expressed in TT Dollars.

3.2.2   Receipt of Proposals

The deadline for receipt of proposals is not later than 1.00 p.m. (local time) on the date specified on the Tender Notice. Any proposals received after this time will be rejected and returned unopened to the Vendor. Proposals **must** be received in both hard and soft copy. The soft copy, in PDF format, must permit copying for evaluation purposes.

3.2.3   Acceptance/Rejection of Proposals

i.   The Ministry reserves the right to reject any or all Proposals, without limiting the generality of the foregoing; a Proposal will be summarily rejected if it is conditional, if it is incomplete; obscure or irregular, if it has erasures or corrections without initials.

ii.   The Ministry reserves the right to reject any Proposal which does not meet the required specifications.

iii.   The Ministry reserves the right to accept or reject any Proposal, and to annul the Tendering process and reject Proposals at any time prior to Award of Contract, without thereby incurring any liability to the affected Vendor or Vendors.

iv.   The Ministry may declare the Tendering Process void when none of the Tenders meet the intent of the Specifications or when it is evident that there has been a lack of competition and / or that there has been collusion. In addition, all Proposals may be rejected if they are substantially higher that the official budget approved by the Employer.

v.   The Ministry does not bind itself to accept the lowest of any offer or to reimburse Vendors for any expenses incurred in tendering.

vi.   **No alternate Proposals will be considered**.

vii.   Any alterations and erasures made must have the initials of a duly authorised member of the company.

viii.   The Ministry will be the sole judge of the Vendors' responsiveness to the RFP and reserves the right to reject, in whole or in part, at its discretion, any or all proposals without incurring any liability whatsoever. The Ministry reserves the right to reject any proposals which are not signed, or are in unsealed envelopes, or contain alterations or erasures which are not initialled, or to waive informalities and minor irregularities in proposals received.

4 ORGANISATION AND CONTENT OF THE TECHNICAL SPECIFICATION

4.1 TRANSMITTAL LETTER

Each Vendor must provide a transmittal letter on company letterhead signed by a duly authorized officer of the company, who can be contacted in the event of questions or clarifications concerning the content of the Proposal.

4.2 EXECUTIVE SUMMARY

Brief information on the structure and organization of the firm and evidence of managerial strength to undertake the project must be provided. The Vendor must summarize the salient features of the technical proposal, while demonstrating an understanding of the EDMS requirements. The following should be included in summary form:

- An understanding of the nature and scope of the Electronic Document Management System and related services.

- The required information technology environment and the technical methods needed to accommodate this proposed solution.

4.3 FINANCIAL CAPABILITY

The Vendor should demonstrate that adequate financial resources are available for the performance of the project by supplying the following:

- Copies of the Auditor's report together with **audited statements** made in accordance with the approved standards for the last three (3) years; or

- If not required by law to have audited financials, **unaudited statements** and legal proof that audited financials are not required, and

- Information from a bank or financial institution attesting to the financial capability of the Vendor.

4.4 RISK PROFILE INFORMATION

The Vendor should also provide:

- A statement advising whether there is any litigation affecting completion operation of any project pending against proponent, and if there is such litigation, name(s) of court(s) and incumbent(s); and

- A statement advising whether or not the Vendor or consortium participants or any of their principals, officers and/or directors have been involved in any bankruptcy proceedings within the past seven (7) years.

4.5 EXPERIENCE OF FIRMS

This section must also summarize the Vendor's past experience in undertaking similar projects. The required Vendor's information pertains to information which the Vendor should provide addressing the firm's capabilities, background, and ability to successfully undertake and

complete this project jointly with the Ministry. The Vendor must have demonstrated success in the supply of related information systems and in the implementation of such systems on the recommended platform. **References will be checked to verify all claims stated in the proposal**. The proposed software package **must** have been installed, implemented and running successfully for at least one (1) year at reference sites.

The selection of a Vendor will be based on objective evaluation of the evaluation team. These criteria, but not limited to, include:

a) Experience with similar engagements; Electronic Document Management Systems;
b) Skills required including, but not limited to, the following:
   i. Ability to meet the requirements listed in Appendix II.
   ii. Technical strategies, analysis and planning for implementation of an EDMS solution.
   iii. Architectural and implementation best practices for an enterprise EDMS solution.
   iv. Effective communication and documentation skills needed to facilitate planning, and detailed design.
   v. Broad knowledge of standard business practices, issues, and challenges in multiple domains.
   vi. Collaborative, team-oriented work style and the ability to build consensus in cross-functional situations.

4.5.1 Vendor Reference Checks (the Software Vendor)

The Vendor should provide the following information **(a minimum of three (3)):**

- A current listing of your client sites running the software module(s) proposed;

- For each reference site please provide the information in the following format:
    a. Name of contact.
    b. Designation.
    c. Organization name.
    d. Organization address.
    e. Telephone, Facsimile number and Email address of contact.
    f. Contact's involvement in the implementation.
    g. Implementation date of the system.
    h. Hardware platform.
    i. Database platform.
    j. Networking platform.
    k. Transaction volumes.

Any technical issues or problems encountered on these projects should be presented, indicating the strategies/measures, the information technology tools utilized to overcome these issues/problems, their outcomes and the timeframe within which the solutions were successfully effected.

4.5.2   Vendor Reference Checks (the Implementation Services Vendor)

The Vendor should provide the following information **(a minimum of three (3))** in their proposal.

- A current listing of client sites where the Vendor has implemented the proposed information system software and provided Business Improvement and/or Change Management consultation and support;
- For each reference site please provide the information in the following format:
  a. Name of contact.
  b. Designation.
  c. Organization name.
  d. Organization address.
  e. Telephone, Facsimile number and Email address of contact.
  f. Contact's involvement in the implementation.
  g. Implementation date of the system.
  h. Hardware platform.
  i. Database platform.
  j. Networking platform.

Any Business Improvement/Change Management plan executed on these projects should be presented, indicating the strategies/measures, the information technology tools, the outcomes and the timeframe within which the solutions were successfully effected.

4.5.3   Assigned Number/Type of Staff

All personnel assigned to the software implementation aspects of the project should have English Language as their first language or be able to communicate (orally and in writing) proficiently in the English Language.

4.5.4   Present Work Load

Information should be submitted on the Vendor's workload for the duration of the EDMS project. A list of other projects indicating dates and locations, to which the proposed resources are committed within the timeframe of the EDMS project should be included in the form of a detailed Work Plan.

4.5.5   Ability to satisfy time schedule

Information should be submitted to substantiate that the Vendor will be able to comply with the agreed upon timeframe for project performance. **The methodology for dealing with time overruns or other instances whereby the same resources have been committed for other projects should be provided.**

4.5.6   Local Partner

Special consideration will be given to teams that include a local partner. An evaluation scoring point will be earned for Vendors whose Human Resources includes a local partner.

4.5.7 Team Qualifications and Experience

Experience of assigned project staff members in the design and implementation of information systems used for collecting, analysing and reporting of data, as indicated by signed Curriculum Vitae (CV) submitted in the proposal. CVs must be signed and dated.

4.5.8 All Proposed and Actual Consultants must be experienced

The Ministry is very wary of consultants who use the Ministry's projects to gain experience. As such consultants who have no experience in implementing the application or other functional areas, namely Process Improvement, Change Management and Communications will not be accepted on the project.

All consultants proposed must have experience in the component of the project for which they are proposed.

4.5.9 Project Manager Qualifications and Experience

The Project Manager's relevant organizational experience in projects involving design and implementation of information systems, based on descriptions of similar prior projects should be included.

4.5.10 Application Software

The Ministry requires a proposal for an Electronic Document Management System to ensure its transformation to an improved automated system which will provide a base for future business change. This section must clearly demonstrate the Vendors' understanding of the Request for Proposal and work scope. The Vendor should provide the following:

- A description of the technical overview of the key modules requested of the proposed software.

- APPENDIX III (EDMS Software Requirements Specification –ASSESSMENT) which is seen as the turnaround document in which the Vendors should also provide comments and recommendations. A review of the Software Requirements (See APPENDIX II – EDMS Software Requirements Specification) presented in this Request for Proposal provides the required reading to complete this turnaround document.

- A description of the additional functionalities provided by the original (vanilla) version of the software proposed.

- A description of the proposed security strategy, at all applicable levels, for the system recommended.

- A Service Level Management policy including software support, upgrade and maintenance, listing what is included in your maintenance contract.

- A full description of the warranty procedures for all aspects of the project (Software, and Implementation Services) must be included.

- An Application Training Strategy for the stakeholders. It is expected that the Vendor will **train a maximum of ten stakeholders** to modify, upgrade and maintain the proposed solution on their own. The Vendor must therefore provide a training plan, which would include certified training in the application modules; the expertise provided, the duration of each expert on the training assignment, topics to be covered, rationale for the course structure in relation to the Information Technology solution and evaluation of the training. Where possible this training shall be done locally at the training facility that is to be set up at the Ministry's Head Office or at the training facilities of a certified business partner of the Application Vendor.

Note:

a. Please note that a demonstration of the key functionalities of the proposed software is required and will be used to verify the response in the turnaround document (See APPENDIX II – EDMS Software Requirements Specification).

b. A site visit by the Evaluation Committee will be conducted at one of the references of Vendors that qualifies for the technical evaluation.

c. It is to be noted that whilst a software solution is the primary focus of this RFP bidders are advised to submit a recommendation of the minimum hardware requirements necessary to meet the specifications of their respective solution.

4.5.11 Implementer's Approach/Methodology

The Solution should be implemented and rolled out to users within **twelve (12) months** from the date the contract is signed. Please note this does not take into consideration the completion of document conversion and change management implementation.

The Implementer is required to provide the following information:

a. **Description of methodology**-The conceptual methodology to be used in introducing an Information System in the Ministry of Finance, Government of the Republic of Trinidad and Tobago.

b. **Description of project approach**-
   Vendors should describe:
   i. Scope of Work – Describe details of work that are included
   ii. Phase Structure – Describe the expected phasing and/or work breakdown structure
   iii. Schedule – Provide a milestone chart indicating activities and deliverables in relationship to a timeline
   iv. Project Organization – Description of the project team, roles/responsibilities and task organization, including the total number of consultants/resources assigned to this project.
   v. Ministry's Resources – Describe the resources needed from the Ministry including skill sets, timing etc. The implementer should keep in mind that the IT/Functional staff at the Ministry would have to be trained in all aspects of the

implementation including, functional and other tools of the application program and programming languages for the specific application if necessary.

vi. Production Team Organization-Describe the team structure, roles and functions of the post implementation production team. On-site office accommodation may be made available to members of the implementation team.

c. **Knowledge Transfer** - Describe the approach to knowledge transfer, including the methodology that would be used in documenting, tracking and sign off on knowledge transfer at all phases and aspects of the implementation project. Describe a draft training plan that would cover future sustainability and knowledge transfer in both technical and functional areas.

d. **Information Security Management**-Describe your approach to information security management. State the measures that will be put in place to safeguard the information of the project and production environments and its infrastructure. Provide policies, assessments, procedures, and controls to create a secure technology environment.

e. **Version Control**– State the version control methodologies, software and documentation that would be used in the project.

4.5.12 Management Plan

The management processes to be undertaken during this project are as follows:

a. **Time Management**- Describe the staffing requirements for this project and record each resources' project time and milestones (Gantt chart), ensuring it keeps in alignment with the scheduled project plan.

b. **Change Management**- Describe how Change Management professionals would be involved in the implementation of the Change Management plan. State the approaches that would be used to win over stakeholders. Outline the training that would be used to provide **Change Champions**. Please provide examples of e-approaches to change that would be implemented. Describe how changes requested within this project will be identified, recorded and controlled. It should be noted that the setting up of a post implementation user group may be required. The ownership of implementation of the Change Management strategies and plans shall be the implementers. Additionally an undertaking that, where it becomes necessary to replace Vendor personnel, the personnel be replaced by persons of superior or equivalent experience and qualifications and that the Permanent Secretary, Ministry of Finance must approve the replacement.

c. **Quality Management**- Describe the Quality Control/Audit and Control Procedures to be undertaken throughout the project lifecycle to ensure that defined quality metrics are achieved. Clearly define all points where quality checks are to be made.

d. **Issue Management**- Describe the method selected to monitor and control the status of issues throughout the project.You are required to provide an Issue Log to state the project issues, resolution methodology and software that would be used in the project.

e. **Acceptance Management** - Describe the process to approve all deliverables produced by this project in order for the project team to mark it as 100% complete.

f. **Communication Management** - Describe the Communication Plan throughout the project to discuss progress to date, current risks and issues, and any changes required to ensure project success. The Communication Plan will record the communication mechanisms.

Please note that the Ministry will **only** be interfacing with the principals who are directly responsible for overall project management, change management, communications management, system delivery and performance.

Additionally, these principals should be identified and a Statement of Agreement to participate as a subcontractor **must** be included. **All licenses and any other purchases from this award shall be assigned to the Permanent Secretary, Ministry of Finance.**

5 ORGANIZATION AND CONTENT OF THE COST ANALYSIS

5.1 CONTENT OF COST ANALYSIS

The following information must be provided as part of the Cost Analysis (include VAT where applicable VAT is to be paid on goods and services obtained locally).

5.1.1 Transmittal Letter

A Transmittal Letter on the company's letterhead, signed by a duly authorized officer of the company who can be contacted in the event of questions or clarifications concerning the content of this part of the proposal. The transmittal letter should contain the name, title, address, E-mail, telephone number, and fax number of the individual(s) to contact regarding questions on the content and who is authorized to sign the Contract Agreement Certification that the proposal will remain firm for a period not less than one hundred and twenty (120) calendar days from the date of submission.

5.1.2 Cost Breakdown

All cost information for each software product inclusive of Add-ons, Modules, etc. being proposed in the context of this solution given the information shared on the Ministry's environment and for the required level of effort for implementation. All costs incurred by the Vendor should be detailed to reflect the cost of the system implementation, maintenance, documentation, training, quality control, technical support, and any other costs associated with the performance of this project. Your pricing policy for the extended use of the solution should be included. In this regard, Cost Breakdown may be suitably itemized as **Capital Expenditure** and **Recurrent Expenditure** *(refer to page 19)*. The Vendor should indicate whether there would be additional costs for upgrades.

5.1.4 Lump sum cost structure

Specify elements of the Lump sum cost structure for all associated costs for each phase.

Details of lump sum cost structure broken down including:

      a.   Hourly rate of proposed individuals

      b.   Number of hours for each proposed individual

      c.   Travel and any other expenses accounted for. All travel and/or other expenses should be included in the relevant fee structure, as the Ministry will not accept invoices for those expenses.

5.1.5 Terms of payment and payment schedule

A statement indicating the terms of payment and payment schedule, based on the deliverables and in accordance with project phases such as: Mobilisation, Development, Implementation and Completion.

5.1.6 Total Cost of Ownership

Please give in tabular form the total cost of ownership of the EDMS solution proposed over the next two years. All relevant costs should be shown. Costs shown should include, but are not limited to:

- Software
- Implementation services
- Related Services
- Service Level Agreements
- Maintenance fees – should be stated as a percentage of your application software cost and service targets and escalations procedures to Service Providers.
- Certified Training – where training must be sourced abroad, please include the cost of hotel, meals, transport and air-fare in the contract price.

Follow the tabular outline below:

CAPITAL EXPENDITURE (INITIAL EXPENSES TABLE)

IT Products (Add-Ons/Modules/Etc.) and Services Provided and Installed	Local currency Price Year1	Local currency Price Year2	Total	Comments
1.				
2.				
Total				

Name of Vendor:	
Date:	dd/mm/yyyy
Authorised Signature of Vendor:	

RECURRENT EXPENDITURE (ON-GOING EXPENSES TABLE)

Services Provided	Local currency Price Year1	Local currency Price Year2	Total	Comments
1.				
2.				
Total				

Name of Vendor:	
Date:	dd/mm/yyyy
Authorised Signature of Vendor:	

[1]

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[1] Additional rows may be inserted to these Tables to clearly identify Cost Breakdown Items

GRAND SUMMARY EXPENSE TABLE

IT Products and Services Provided and Installed	Local currency Price Year1	Local currency Price Year2	Total	Comments
1.				
2.				
3.				
Total				

Name of Vendor:	
Date:	dd/mm/yyyy
Authorised Signature of Vendor:	

5.2 SOFTWARE LICENSES AND SOFTWARE OWNERSHIP

The Vendor must warrant that all financial and legal constraints on implementation and modification of the proposed software have been satisfied and that it owns or has valid and appropriate license to use the software for the intended purpose.

If the Vendor develops software specifically as a result of this solicitation and for this contract (either utility modules that interface with an existing RDBMS or Government software system or unique software developed from the 'ground up' for this project), the GORTT **will own** these programs and all associated documentation.

5.3 OWNERSHIP AND ACCESS TO WORK PAPERS

The Vendor must establish routine procedures for the development and filing of all work papers associated with this work effort. All such work papers, libraries, supporting documentation, and other miscellaneous material on which the work is conducted will be the property of the GORTT.

The Contractor should provide the list of all components to be developed and delivered.

6 EVALUATION PROCESS

6.1 INTRODUCTION

An Evaluation Committee appointed by the Ministry, will review all proposals received in response to this solicitation. The final selection will be the sole responsibility of the Ministry.

6.2 THE EVALUATION PROCESS – FINAL SELECTION

Proposal evaluation will be based on a rigorous set of evaluation criteria that reflects the relative importance of the various aspects of the Vendors understanding of the Ministry's requirements, technical approach, costing, management plan, corporate qualifications and compliance with the Request for Proposal.

Evaluation Committee Members will review the Vendors' proposals against the criteria contained in **Table I of Chapter 7** of the document, assigning numerical scores to each category. This phase will also include checking references provided by the Vendors, the demonstrations and site visits. The evaluation process will be based on a point system. Successful Vendors must attain at **least 70% of the total points**. The highest scored Vendor will be invited to enter into negotiations. However, in the event that the difference between the highest score and the score of other Vendors is **not more than five percent (5%)**, the applicable Vendors will then be invited for negotiations.

It is important to note that an **Evaluation of the Technical Specification of each proposal is undertaken before commencing the Cost Analysis**. Proposals would be reviewed only for those proposals where the Technical Specification scores **60 percent of the points** allocated in respect of this aspect of the Proposal. For those proposals where the Technical Specification does not reach the minimum specified score, the corresponding Cost Analysis will not be eligible for further consideration and the Ministry will notify a duly authorized officer of the company of its ineligibility by letter.

The maximum number of points allocated to the Cost Analysis is given to the lowest priced proposal. All other Proposals will receive points in inverse proportion in respect of their Costs, e.g. according to the following formula:

$$p = y \cdot \mu/z$$

where:

p = points for the Cost Breakdown being evaluated

y = maximum number of points for the Cost Breakdown

μ = price of the lowest priced proposal

z = price of the proposal being evaluated

The following Table provides an example of the evaluation approach to be applied:

Evaluation Criteria	Proposal A	Proposal B	Proposal C	Proposal D
Executive Summary	2	3	3	2
Technical Capabilities	**38**	**38**	**22**	**36**
Relevant Work Experience	9	10	10	9
Financial Capabilities	3	4	5	3
Approach/Methodology	7	6	8	8
Management Plan	5	5	4	8
Technical Score	**64**	**66**	**52**	**66**
Meets Threshold	✓	✓	No	✓
Review Cost Analysis	Yes	Yes	No	Yes
Cost Breakdown	$ 1.4m	$ 2.2m		$1.2m
Cost Score (Max 25 points)	21	14		25
Combined Total Score	**85**	**80**		**91**

Highest overall cumulative financial and technical score is recommended for the contract

6.3 EVALUATION METHODOLOGY – FINAL SELECTION

Each Proposal will be evaluated according to the following criteria:

Executive Summary	**(3)**
Technical Capabilities	**(40)**
Relevant Work Experience	**(12)**
Financial Capability	**(25)**
Implementer's Approach/Methodology	**(10)**
Management Plan	**(10)**
TOTAL	**(100)**

Vendors are encouraged to carefully review the Request for Proposal and strictly adhere to the required format.

7 AWARD OF CONTRACT

7.1 AWARD OF CONTRACT DETAILS

A contract will be awarded to the Vendor whose proposal conforms to the solicitation and is most advantageous to the Ministry, taking into consideration the price, software, implementation services, training, technical support and relevant services. The Ministry reserves the right, before making this determination, to seek clarification from the relevant Vendors.

The Ministry reserves the right to reject in whole or part, at its discretion any or all offers.

The successful Vendor will be required to enter into a formal contract with the Permanent Secretary, Ministry of Finance. A Specimen Contract Agreement is appended (See APPENDIX IV). This agreement will be prepared by the Chief State Solicitor.

7.2 COMMENCEMENT OF SERVICES

The selected firm will be obligated to commence the services under the contract within thirty (30) days following the signing of the contract. The project will commence at a date determined by the Permanent Secretary, Ministry of Finance.

TABLE I EVALUATION CRITERIA – FINAL SELECTION

Please note that the software proposed must function within the Ministry of Finance's Application Deployment Environment, failure to do so will result in automatic exclusion from further evaluation.

Technical Specification Evaluation Criteria	Total Section Points
Executive Summary	**3**

Technical Capabilities
 SOFTWARE
 	
 Demonstrated fit to Requirements Specification including:
 	
     ▪ Functional Requirements
     ▪ External Interface Requirements
     ▪ Other Non-Functional Requirements
     ▪ User Documentation
 	
 Additional relevant functionality provided by original version of the software above, the stated required functionalities
 	
   Security Strategy
   Software Support, Upgrade and Maintenance Policy
   Warranties
   Training Strategy and Plan
   Demonstration
 	
 Reference site evaluation:
   o Business environment
   o Stability of software
   o Vendor Services/Support
 	
 HUMAN RESOURCES
   • Qualification of assigned Project Manager
   • Experience of assigned Project Manager
   • Qualifications of the assigned Project Team
   • Experience of the assigned Project Team
   • Local Vendor or Partner
	40
	
	 12

Relevant Work Experience
 	
   Experience of Firm including:
     o Similar Implementations Experience
     o The performance record of the provider	

o Level of technical support provided	
o Vendor Capability	
	5
Financial Capabilities	
Working Capital/Financial Statements	
Quick Ratio	
Implementer's Approach/Methodology	
Methodology	**10**
Project Approach:	
Scope of Work, Phase Structure, Schedule, Project, Organization, Ministry of Finance Resources, Production Team Organization	
Knowledge Transfer	
Data Strategy Plan	
Information Security Management	
Assumptions/Conditions of Success	
Risk Assessment and Mitigation	
Version Control	
Management Plan	**10**
Time Management	
Change Management	
Quality Management	
Issues Management	
Acceptance Management	
Communication Management	
Cost Analysis Evaluation Criteria	**Total Section Points**
Cost Breakdown	**20**
Capital Expenditure	
Recurrent Expenditure	

TABLE II Vendor's TECHNICAL SPECIFICATION Response Format

Order in Proposal	Document Number	Information Required
1.		RFP Front Page
2.		Table of Contents (Vendor Response Format)
3.	**1.0**	**Transmittal Letter**
4.	**2.0**	**Executive Summary**
5.	**3.0**	**Financial Capability**
6.	3.1	Audited Financial Statements for 3 years
7.	3.2	Average Annual Turnover
8.	3.3	Financial Resources
9.	**4.0**	**Risk Profile**
10.	**5.0**	**Experience of Firm**
11.	5.1	Specific Experience of Firms in contracts of similar nature
12.	5.2	General Experience of Firm
13.	**6.0**	**Organisational Structure**
14.	6.1	Assigned Number/Type of Staff
15.	6.2	Present Work Load
16.	6.3	Ability to satisfy time schedule
17.	6.4	Local Partner
18.	6.4.1	List of Proposed Sub-contractors
19.	6.5	Team Qualifications and Experience
20.	6.6	Project Manager Qualifications and Experience
21.	**7.0**	**Application Software**
22.	7.1	Technical Overview of Key Modules

23.	7.2	Turnaround Document
24.	7.3	Additional Functionality
25.	7.4	Security Strategy
26.	7.5	Service Level Management Policy
27.	7.6	Warranty
28.	7.7	Training Strategy
29.	**8.0**	**Recommended Hardware**
30.	**9.0**	**Implementer's Approach/Methodology**
31.	**10.0**	**Management Plan**
32.	**11.0**	**Other Information as required**

TABLE III Vendor's COST ANALYSIS Response Format

Order in Proposal	Document Number	Information Required
1.		RFP Front Page
2.		Table of Contents (Vendor Response Format)
3.	**1.0**	**Transmittal Letter**
4.	**2.0**	**Cost Breakdown**
5.	2.1	Capital Expenditure (Initial Expenses)
6.	2.2	Recurrent Expenditure (On-going Expenses)
7.	**3.0**	**Lump Sum Cost Structure**
8.	**4.0**	**Payment Schedule**
9.	**5.0**	**Total Cost of Ownership**
10.	**8.0**	**Grand Summary Expense Table**
11.	**9.0**	**Other Information as required**

8 LISTING OF APPENDICES

Appendix I	Software Requirements Specification	pages 31 – 38
Appendix II	Software Requirements Specification – Assessment	pages 39 – 48
Appendix III	Specimen Contract	pages 49– 98
Appendix IV	Confidentiality Clause	page 99

SECTION B

Software Requirements Specification

ELECTRONIC DOCUMENT MANAGEMENT SYSTEM

EDMS

EDMS Functional Requirements

Requirements Prioritization

M (Mandatory) – *the requirement is mandatory and non-negotiable. It is needed to satisfy identified business needs and for the solution to be considered successful.*

U (Useful) – *the requirement is useful and would enhance the mandatory requirements. It is negotiable or slightly deferrable with respect to what is required to accomplish the purpose of the mandatory requirements. It is still considered a high priority item that should be included in the solution if possible.*

O (Optional) – *the requirement is desirable and flexible but not considered necessary. It can readily be changed and does not affect what is required to accomplish the purpose of the mandatory requirements.*

Requirement ID	Requirement Description	Priority (M/U/O)
A	**Document Capturing**	
A.1	The product must enable integration with scanners, so that scanned documents are automatically captured within the EDMS.	M
A.2	The product must support the use of scanners produced by a range of manufacturers.	M
A.3	The product should enable integration with business applications so that documents/records created by these applications can be captured within the EDMS.	U
A.4	The product should support the simultaneous capture of documents by multiple scanners from different work station.	U
A.5	The product must indicate when individual documents/records are captured within the EDMS.	M
A.6	The product must alert users to any failure to capture a document/record.	M
A.7	The product must provide a logical workflow process for managing capture and quality control.	M
A.8	The product must allow users to manually classify scanned documents/records to specific document types.	M
A.9	The product must allow users to manually tag classified documents/records.	M
A.10	The product should allow documents to automatically index.	M
A.11	The product must support Optical Character Recognition (OCR) technologies which allows for the conversion of image files into text.	M
A.12	The product must produce full text searchable PDF images from scanned images.	M
A.13	The product must provide an audit trail of all operations performed by individual users.	M
A.14	The product must support the capture of records created in Microsoft Office Suite compatible applications.	M
A.15	The product should support the capture of emails (text and attachments) as single records as well as individual records linked by metadata.	U
A.16	The product should allow users to capture email messages (and attachments) from within their email application.	U

Requirement ID	Requirement Description	Priority (M/U/O)
A.17	The product should allow users to choose whether to capture emails with attachments as: • email text only; • email text with attachments; or • attachments only	U
A.18	The product can allow the capture of email transmission data as metadata linked to the email record.	O
A.19	The product can ensure that the text of an email, its transmission details and the subject line of the email itself cannot be amended once the email has been captured. Note: the title of the record may be edited for easier access though.	O
A.20	The product must be able to extend the range of file formats supported as new file formats are introduced for business purposes.	M
B	**Metadata**	
B.1	The product must allow the administrator to pre-define (and re-define) metadata fields associated with each document/record, including whether each field is mandatory or optional.	M
B.2	The product must allow the administrator to define new metadata fields.	M
B.3	The product must allow the entry of additional metadata by users during document/record capture and/or at later stages of processing by the user.	M
B.4	The product must allow metadata to be viewed by users, subject to access rights for individuals or user groups.	M
B.5	The product must store metadata in an easily searchable format.	M
B.6	The product must store metadata over time, regardless of whether the related record has been disposed of.	M
B.7	The product must automatically record the date and time of capture of each document/record.	M
B.8	The product must support the automatic extraction or migration of metadata from: • The software application that created the record • File header of each document and its elements captured into the system	M
B.9	The product must ensure that only authorized users or administrators can alter metadata elements.	M
B.10	The product must automatically allocate a unique identifier within the system, to each document/record at the point of capture.	M
B.11	The product must be able to store the unique identifiers as a metadata element.	M
C	**Aggregation of electronic records**	
C.1	The product must ensure that documents and records captured within system can be associated with an aggregation.	M
C.2	The product should ensure that there is no limit on the number of documents/records that can be captured in an aggregation.	U
C.3	The product can allow the administrator to set a limit on the number of records that can be captured in an aggregation.	O

Requirement ID	Requirement Description	Priority (M/U/O)
D	Classification	
D.1	The product must allow for the implementation of one or more classification schemes.	M
D.2	The product must be able to support a classification scheme that can represent aggregations that are organized in a hierarchy.	M
D.3	The product must be able to allow inheritance of values from a classification scheme	M
D.4	The product should allow the naming conventions to be defined at the time the system is configured.	U
D.5	The product must support the initial and on-going construction of a classification scheme.	M
D.6	The product should allow administrators to create new aggregations at any level within any existing aggregation.	U
D.7	The product must not limit the number of levels in the classification scheme hierarchy unless set by an administrator.	M
D.8	The product must support the definition of different record types that are associated with a specified set of metadata to be applied at capture.	M
D.9	The product must support the allocation of unique identifiers to documents and electronic records within the classification structure.	M
D.10	The product must have the capacity to automatically generate the next sequential number within the classification scheme for a new aggregation.	M
D.11	The product should support the browsing and graphical navigation of the aggregations and classification scheme structure, and the selection, retrieval and display of aggregations and their contents.	U
D.12	The product must support metadata for levels within the classification scheme.	M
D.13	The product must provide at least two naming mechanisms for records in the classification scheme: • A mechanism for allocating a structured alpha, numeric or alphanumeric reference code • A mechanism to allocate a textual title for each aggregation It must be possible to apply both identifiers separately or together.	M
D.14	The product must allow the administrator to create new classifications at the highest level in the classification scheme.	M
D.15	The product should record the date of opening of a new aggregation within the associated document or electronic record metadata.	U
D.16	The product should automatically include in the records management metadata of each new aggregation those attributes that derive from its position in the classification scheme.	U
D.17	The product should allow general users to browse the defined classification schemes.	U
E	Security	
E.1	The product must allow the administrators to set up user profiles and allocate users to groups.	M
E.2	The product must allow the administrators to set up user groups and assign roles and access privileges.	M
E.3	The product must allow users to be a member of multiple groups.	M

Requirement ID	Requirement Description	Priority (M/U/O)
E.4	The product must provide administrators with the ability to manage login, password and user settings.	M
E.5	The product should track changes to user profiles.	U
E.6	The product must allow folders, records and associated storage units to automatically inherit user access privileges and any security attributes from parent levels.	M
E.7	The product must provide a hierarchical relationship between the user and their multiple user groups.	M
E.8	The product can support electronic signatures which indicate a person agrees to the contents of a message or document.	O
F	**Access and Integration**	
F.1	The product should allow for web access or be able to integrate with web based technologies thereby facilitating web access.	U
F.2	The product should allow for the retrieving, storing or otherwise accessing documents or images stored remotely.	U
F.3	The product can support application programming interface (API) which enables a software program to interact with other software.	O
F.4	The product must support a centralized repository of user information which eliminates the need to maintain this data on multiple systems.	M
G	**Storing**	
G.1	The product must allow for file formats to be stored in the MS Office formats and Adobe suite formats.	M
G.2	The product must allow administrators to define limits on file sizes.	M
G.3	The product should prevent or resolve any conflicts caused by changes to storage repositories and locations.	U
G.4	The product should allow the administrator to give rights to selected individuals to restore documents that are deleted by mistake.	U
G.5	The product must generate reports indicating the size and remaining capacity of its storage space.	M
H	**Searching and Retrieving**	
H.1	The product must support text search in files which allows users to find text in documents without the need for manually adding document keywords or descriptions to the database.	M
H.2	The product must support documents that are either created or added to the system, to be tagged with important keywords to expedite searching.	M
H.3	The product must facilitate advance searches to locate records using a combination of the record or metadata elements.	M
H.4	The product must allow users to limit the search to specific repositories.	M
H.5	The product must allow users to limit the search to selected file types.	M
H.6	The product should support search preview which shows a brief description or summary of each result to help in selecting the best choice.	U
H.7	The product can allow for automatic displays of the first few lines of attached documents	O

Requirement ID	Requirement Description	Priority (M/U/O)
H.8	The product must highlight searched words in the results.	M
H.9	The product should display all available metadata associated with the record.	U
H.10	The product can identify the latest version of a record but all versions must be available for the user to select and view.	O
H.11	The product must display the total number of search results.	M
H.12	The product must notify the user if there are no records meeting the retrieval criteria.	M
H.13	The product can allow users to save and reuse queries.	O
H.14	The product should provide a help function to give guidance on searching.	U
I	**Tracking and Version Control**	
I.1	The product must provide for tracking of documents/records and generate an audit log of the location of document/records	M
I.2	The product must track copies made of electronic documents/records and maintain records of the movement of all copies in the audit log	M
I.3	The product must provide check in/check out features that record the checkout location of the document/record and the dates of the check-out/check in.	M
I.4	The product must create a new version of a document/record when it is modified.	M
I.5	The product can save a copy of each version of a document/record.	O
I.6	The product must identify the latest version as well as other versions of a document/record.	M
J	**Workflow Management**	
J.1	The product must allow the administrator to design the appropriate business processes and workflow definitions.	M
J.2	The product must allow the administrator to reallocate responsibility for a workflow task.	M
J.3	The product must support integration among transecting business processes and allows for communication and cooperation between them.	M
J.4	The product must allow the administrator to include additional processes as requested.	M
J.5	The product must not have a limit on the number of business processes that can be defined.	M
J.6	The product should provide the means for the administrator to recognize classify and resolve conflict in the business process workflow issues.	U
J.7	The product should have a time trigger which notifies the action officer a prescribed time before that action item will become due and also when it is overdue.	U
J.8	The product must provide a notification to the relevant manager/supervisor via email that a particular activity within the process is overdue which is inclusive of the action officer.	M
J.9	The product should have user access privileges and information security classification to documents/records that are encompassed within the process workflow.	U

Requirement ID	Requirement Description	Priority (M/U/O)
J.10	The product should possess a means of reporting to allow for the management and monitoring of the amount of traffic, performance and exceptions of the processes and workflow activities.	U
J.11	The product should have the ability to provide workflow notification via multiple channels	U
J.12	The product should have the ability to re-assign tasks to alternative users	U
K	**Migration**	
K.1	The product should have the capability to migrate data between currently used applications and the new system all-encompassing metadata for all records: • The data must be accepted from current applications • The data migration is to include metadata from inactive records • The product must have the capacity to import and export data which is inclusive of associated metadata in a proper format	U
K.2	The product should create a report detailing the nature of any failures during the migration process and also include any objects that have produced processing errors or were not successfully migrated	U
K.3	The product should possess appropriate conversion tools and test processes to guarantee that the data being migrated is not lost or corrupted during the migration process	U
K.4	The product should have the capability to perform a mass import of documents/records and associated metadata.	U
L	**Retention and Disposal**	
L.1	The product must support the definition and application of disposal actions including review, export, transfer, archiving and destruction.	M
L.2	The product should allow the administrator to identify eligible records for disposal and preserve metadata for interim transfer, archiving and destruction.	U
L.3	The product should support the creation of reports listing all open files that have reached the end of their active retention period and are eligible for transfer or disposition.	U
L.4	The product must allow for closed files/volumes in offsite storage to be reactivated or permanently removed from a box and re-entered into active storage.	M
L.5	The product should notify the administrator regularly of all retention periods that will come into force in a specific period of time.	U
L.6	The product should alert the administrator if an document/record that is due for destruction is referred to in a link from another document/record; and should pause the destruction process to allow the following remedial action: confirmation by the administer to proceed with or cancel the process.	U
L.7	The product should allow the reviewer to mark files for deletion, mark files for transfer and change the retention period to a later date.	U
L.8	The product must allow the solution to identify in the audit trail all decisions taken by the reviewer during reviews.	M
L.9	The product should permit the disposition to be processed for files covered by approved records retention schedules only.	U

Requirement ID	Requirement Description	Priority (M/U/O)
L.10	The product must allow individual and batch destruction action upon authorized approval and confirmation.	M
L.11	The product should provide a well-managed process to transfer records to another system or to a third-party agency.	U
L.12	The product must support the flagging of documents/records for export to another system, or for transfer to archives for permanent preservation.	M
M	**Reporting**	
M.1	The product must provide flexible reporting facilities for the administrator.	M
M.2	The product must produce statistical and ad hoc reports on system activity.	M
M.3	The product should produce reports on: • The level of access a user has • The activities performed by each user • The operations that were performed on records and associated metadata fields • Data stored in metadata fields	U
M.4	The product must be able to create reports on all disposal activity undertaken by the system.	M
M.5	The product should report on when disposal of records is due.	U
M.6	The product should be able to product regular periodic reports and one-off reports.	U
M.7	The product must include features for sorting and selecting report information.	M
M.8	The product should include features for totalling and summarizing report information.	U
N	**Language**	
N.1	The product must offer user interface, personal support, online hotline, documentation (installation and user manuals, etc.) and training in English.	M
O	**Maintenance and Support**	
O.1	The product must provide automated back-up and recovery procedures.	M
O.2	The product must allow the administrator to schedule back-up routines.	M
O.3	The product must allow the administrator to restore back-ups while maintaining full integrity of the data.	M
O.4	The product should allow the administrator to perform an integrity check of any data updates that were unable to be recovered or rebuilt.	U
O.5	The product must report on any data that was unable to be recovered or rebuilt after a data restore is performed.	M
O.6	The product should include an offline client that will automatically synchronize documents when re-connected.	U
O.7	The product should support file compression as it reduces the size of files for easier access from slow connections.	U
O.8	The product can provide plain English error messages, which include description of error and the required action.	O

EDMS Functional Requirements

Requirements Prioritization

M (Mandatory) – the requirement is mandatory and non-negotiable. It is needed to satisfy identified business needs and for the solution to be considered successful.

U (Useful) – the requirement is useful and would enhance the mandatory requirements. It is negotiable or slightly deferrable with respect to what is required to accomplish the purpose of the mandatory requirements. It is still considered a high priority item that should be included in the solution if possible.

O (Optional) – the requirement is desirable and flexible but not considered necessary. It can readily be change and not affect what is required to accomplish the purpose of the mandatory requirements.

(P1- Mandatory - System cannot do without it) (P2-Not required for first phase)
FP – Fully Provided (Out-of-the-box), TP - (Third Party Software Required),
M - Modification to existing software, C - Custom Development Required, NA - Not Available, O - Other

Requirement ID	Requirement Description	Priority (M/U/O)	Response (FP, TP, M, C, NA, O)	Comments
A	**Document Capturing**			
A.1	The product must enable integration with scanners, so that scanned documents are automatically captured within the EDMS.	M		
A.2	The product must support the use of scanners produced by a range of manufacturers.	M		
A.3	The product should enable integration with business applications so that documents/records created by these applications can be captured within the EDMS.	U		
A.4	The product should support the simultaneous capture of documents by multiple scanners from different work station.	U		
A.5	The product must indicate when individual documents/records are captured within the EDMS.	M		
A.6	The product must alert users to any failure to capture a document/record.	M		
A.7	The product must provide a logical workflow process for managing capture and quality control.	M		
A.8	The product must allow users to manually classify scanned documents/records to specific document types.	M		

(P1- Mandatory - System cannot do without it) (P2-Not required for first phase)
FP – Fully Provided (Out-of-the-box), TP - (Third Party Software Required),
M - Modification to existing software, C - Custom Development Required, NA - Not Available, O - Other

Requirement ID	Requirement Description	Priority (M/U/O)	Response (FP, TP, M, C, NA, O)	Comments
A.9	The product must allow users to manually tag classified documents/records.	M		
A.10	The product should allow documents to automatically index.	M		
A.11	The product must support Optical Character Recognition (OCR) technologies which allows for the conversion of image files into text.	M		
A.12	The product must produce full text searchable PDF images from scanned images.	M		
A.13	The product must provide an audit trail of all operations performed by individual users.	M		
A.14	The product must support the capture of records created in Microsoft Office Suite compatible applications.	M		
A.15	The product should support the capture of emails (text and attachments) as single records as well as individual records linked by metadata.	U		
A.16	The product should allow users to capture email messages (and attachments) from within their email application.	U		
A.17	The product should allow users to choose whether to capture emails with attachments as: • email text only; • email text with attachments; or • attachments only	U		
A.18	The product can allow the capture of email transmission data as metadata linked to the email record.	O		
A.19	The product can ensure that the text of an email, its transmission details and the subject line of the email itself cannot be amended once the email has been captured. Note: the title of the record may be edited for easier access though.	O		
A.20	The product must be able to extend the range of file formats supported as new file formats are introduced for business purposes.	M		
B	**Metadata**			
B.1	The product must allow the administrator to pre-define (and re-define) metadata fields associated with each document/record, including whether each field is mandatory or optional.	M		
B.2	The product must allow the administrator to define new metadata fields.	M		

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Requirement ID	Requirement Description	Priority (M/U/O)	Response (FP, TP, M, C, NA, O)	Comments
B.3	The product must allow the entry of additional metadata by users during document/record capture and/or at later stages of processing by the user.	M		
B.4	The product must allow metadata to be viewed by users, subject to access rights for individuals or user groups.	M		
B.5	The product must store metadata in an easily searchable format.	M		
B.6	The product must store metadata over time, regardless of whether the related record has been disposed of.	M		
B.7	The product must automatically record the date and time of capture of each document/record.	M		
B.8	The product must support the automatic extraction or migration of metadata from: • The software application that created the record • File header of each document and its elements captured into the system	M		
B.9	The product must ensure that only authorized users or administrators can alter metadata elements.	M		
B.10	The product must automatically allocate a unique identifier within the system, to each document/record at the point of capture.	M		
B.11	The product must be able to store the unique identifiers as a metadata element.	M		
C	**Aggregation of electronic records**			
C.1	The product must ensure that documents and records captured within system can be associated with an aggregation.	M		
C.2	The product should ensure that there is no limit on the number of documents/records that can be captured in an aggregation.	U		
C.3	The product can allow the administrator to set a limit on the number of records that can be captured in an aggregation.	O		
D	**Classification**			
D.1	The product must allow for the implementation of one or more classification schemes.	M		
D.2	The product must be able to support a classification scheme that can represent aggregations that are organized in a hierarchy.	M		

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Requirement ID	Requirement Description	Priority (M/U/O)	Response (FP, TP, M, C, NA, O)	Comments
D.3	The product must be able to allow heritance of values from a classification scheme	M		
D.4	The product should allow the naming conventions to be defined at the time the system is configured.	U		
D.5	The product must support the initial and on-going construction of a classification scheme.	M		
D.6	The product should allow administrators to create new aggregations at any level within any existing aggregation.	U		
D.7	The product must not limit the number of levels in the classification scheme hierarchy unless set by an administrator.	M		
D.8	The product must support the definition of different record types that are associated with a specified set of metadata to be applied at capture.	M		
D.9	The product must support the allocation of unique identifiers to documents and electronic records within the classification structure.	M		
D.10	The product must have the capacity to automatically generate the next sequential number within the classification scheme for a new aggregation.	M		
D.11	The product should support the browsing and graphical navigation of the aggregations and classification scheme structure, and the selection, retrieval and display of aggregations and their contents.	U		
D.12	The product must support metadata for levels within the classification scheme.	M		
D.13	The product must provide at least two naming mechanisms for records in the classification scheme: • A mechanism for allocating a structured alpha, numeric or alphanumeric reference code • A mechanism to allocate a textual title for each aggregation It must be possible to apply both identifiers separately or together.	M		
D.14	The product must allow the administrator to create new classifications at the highest level in the classification scheme.	M		
D.15	The product should record the date of opening of a new aggregation within the associated document or electronic record metadata.	U		

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Requirement ID	Requirement Description	Priority (M/U/O)	Response (FP, TP, M, C, NA, O)	Comments
D.16	The product should automatically include in the records management metadata of each new aggregation those attributes that derive from its position in the classification scheme.	U		
D.17	The product should allow general users to browse the defined classification schemes.	U		
E	**Security**			
E.1	The product must allow the administrators to set up user profiles and allocate users to groups.	M		
E.2	The product must allow the administrators to set up user groups and assign roles and access privileges.	M		
E.3	The product must allow users to be a member of multiple groups.	M		
E.4	The product must provide administrators with the ability to manage login, password and user settings.	M		
E.5	The product should track changes to user profiles.	U		
E.6	The product must allow folders, records and associated storage units to automatically inherit user access privileges and any security attributes from parent levels.	M		
E.7	The product must provide a hierarchical relationship between the user and their multiple user groups.	M		
E.8	The product can support electronic signatures which indicate a person agrees to the contents of a message or document.	O		
F	**Access and Integration**			
F.1	The product should allow for web access or be able to integrate with web based technologies thereby facilitating web access.	U		
F.2	The product should allow for the retrieving, storing or otherwise accessing documents or images stored remotely.	U		
F.3	The product can support application programming interface (API) which enables a software program to interact with other software.	O		
F.4	The product must support a centralized repository of user information which eliminates the need to maintain this data on multiple systems.	M		
G	**Storing**			
G.1	The product must allow for file formats to be stored in the MS Office formats and Adobe suite formats.	M		

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Requirement ID	Requirement Description	Priority (M/U/O)	Response (FP, TP, M, C, NA, O)	Comments
G.2	The product must allow administrators to define limits on file sizes.	M		
G.3	The product should prevent or resolve any conflicts caused by changes to storage repositories and locations.	U		
G.4	The product should allow the administrator to give rights to selected individuals to restore documents that are deleted by mistake.	U		
G.5	The product must generate reports indicating the size and remaining capacity of its storage space.	M		
H	**Searching and Retrieving**			
H.1	The product must support text search in files which allows users to find text in documents without the need for manually adding document keywords or descriptions to the database.	M		
H.2	The product must support documents that are either created or added to the system, to be tagged with important keywords to expedite searching.	M		
H.3	The product must facilitate advance searches to locate records using a combination of the record or metadata elements.	M		
H.4	The product must allow users to limit the search to specific repositories.	M		
H.5	The product must allow users to limit the search to selected file types.	M		
H.6	The product should support search preview which shows a brief description or summary of each result to help in selecting the best choice.	U		
H.7	The product can allow for automatic displays of the first few lines of attached documents	O		
H.8	The product must highlight searched words in the results.	M		
H.9	The product should display all available metadata associated with the record.	U		
H.10	The product can identify the latest version of a record but all versions must be available for the user to select and view.	O		
H.11	The product must display the total number of search results.	M		
H.12	The product must notify the user if there are no records meeting the retrieval criteria.	M		
H.13	The product can allow users to save and reuse queries.	O		
H.14	The product should provide a help function to give guidance on searching.	U		
I	**Tracking and Version Control**			

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Requirement ID	Requirement Description	Priority (M/U/O)	Response (FP, TP, M, C, NA, O)	Comments
I.1	The product must provide for tracking of documents/records and generate an audit log of the location of document/records	M		
I.2	The product must track copies made of electronic documents/records and maintain records of the movement of all copies in the audit log	M		
I.3	The product must provide check in/check out features that record the checkout location of the document/record and the dates of the check-out/check in.	M		
I.4	The product must create a new version of a document/record when it is modified.	M		
I.5	The product can save a copy of each version of a document/record.	O		
I.6	The product must identify the latest version as well as other versions of a document/record.	M		
J	**Workflow Management**			
J.1	The product must allow the administrator to design the appropriate business processes and workflow definitions.	M		
J.2	The product must allow the administrator to reallocate responsibility for a workflow task.	M		
J.3	The product must support integration among transecting business processes and allows for communication and cooperation between them.	M		
J.4	The product must allow the administrator to include additional processes as requested.	M		
J.5	The product must not have a limit on the number of business processes that can be defined.	M		
J.6	The product should provide the means for the administrator to recognize classify and resolve conflict in the business process workflow issues.	U		
J.7	The product should have a time trigger which notifies the action officer a prescribed time before that action item will become due and also when it is overdue.	U		
J.8	The product must provide a notification to the relevant manager/supervisor via email that a particular activity within the process is overdue which is inclusive of the action officer.	M		

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Requirement ID	Requirement Description	Priority (M/U/O)	Response (FP, TP, M, C, NA, O)	Comments
J.9	The product should have user access privileges and information security classification to documents/records that are encompassed within the process workflow.	U		
J.10	The product should possess a means of reporting to allow for the management and monitoring of the amount of traffic, performance and exceptions of the processes and workflow activities.	U		
J.11	The product should have the ability to provide workflow notification via multiple channels	U		
J.12	The product should have the ability to re-assign tasks to alternative users	U		
K	**Migration**			
K.1	The product should have the capability to migrate data between currently used applications and the new system all-encompassing metadata for all records: • The data must be accepted from current applications • The data migration is to include metadata from inactive records • The product must have the capacity to import and export data which is inclusive of associated metadata in a proper format	U		
K.2	The product should create a report detailing the nature of any failures during the migration process and also include any objects that have produced processing errors or were not successfully migrated	U		
K.3	The product should possess appropriate conversion tools and test processes to guarantee that the data being migrated is not lost or corrupted during the migration process	U		
K.4	The product should have the capability to perform a mass import of documents/records and associated metadata.	U		
L	**Retention and Disposal**			
L.1	The product must support the definition and application of disposal actions including review, export, transfer, archiving and destruction.	M		
L.2	The product should allow the administrator to identify eligible records for disposal and preserve metadata for interim transfer, archiving and destruction.	U		

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Requirement ID	Requirement Description	Priority (M/U/O)	Response (FP, TP, M, C, NA, O)	Comments
L.3	The product should support the creation of reports listing all open files that have reached the end of their active retention period and are eligible for transfer or disposition.	U		
L.4	The product must allow for closed files/volumes in offsite storage to be reactivated or permanently removed from a box and re-entered into active storage.	M		
L.5	The product should notify the administrator regularly of all retention periods that will come into force in a specific period of time.	U		
L.6	The product should alert the administrator if an document/record that is due for destruction is referred to in a link from another document/record; and should pause the destruction process to allow the following remedial action: confirmation by the administer to proceed with or cancel the process.	U		
L.7	The product should allow the reviewer to mark files for deletion, mark files for transfer and change the retention period to a later date.	U		
L.8	The product must allow the solution to identify in the audit trail all decisions taken by the reviewer during reviews.	M		
L.9	The product should permit the disposition to be processed for files covered by approved records retention schedules only.	U		
L.10	The product must allow individual and batch destruction action upon authorized approval and confirmation.	M		
L.11	The product should provide a well-managed process to transfer records to another system or to a third-party agency.	U		
L.12	The product must support the flagging of documents/records for export to another system, or for transfer to archives for permanent preservation.	M		
M	**Reporting**			
M.1	The product must provide flexible reporting facilities for the administrator.	M		
M.2	The product must produce statistical and ad hoc reports on system activity.	M		
M.3	The product should produce reports on: • The level of access a user has • The activities performed by each user	U		

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Requirement ID	Requirement Description	Priority (M/U/O)	Response (FP, TP, M, C, NA, O)	Comments
	• The operations that were performed on records and associated metadata fields • Data stored in metadata fields			
M.4	The product must be able to create reports on all disposal activity undertaken by the system.	M		
M.5	The product should report on when disposal of records is due.	U		
M.6	The product should be able to product regular periodic reports and one-off reports.	U		
M.7	The product must include features for sorting and selecting report information.	M		
M.8	The product should include features for totalling and summarizing report information.	U		
N	**Language**			
N.1	The product must offer user interface, personal support, online hotline, documentation (installation and user manuals, etc.) and training in English.	M		
O	**Maintenance and Support**			
O.1	The product must provide automated back-up and recovery procedures.	M		
O.2	The product must allow the administrator to schedule back-up routines.	M		
O.3	The product must allow the administrator to restore back-ups while maintaining full integrity of the data.	M		
O.4	The product should allow the administrator to perform an integrity check of any data updates that were unable to be recovered or rebuilt.	U		
O.5	The product must report on any data that was unable to be recovered or rebuilt after a data restore is performed.	M		
O.6	The product should include an offline client that will automatically synchronize documents when re-connected.	U		
O.7	The product should support file compression as it reduces the size of files for easier access from slow connections.	U		
O.8	The product can provide plain English error messages, which include description of error and the required action.	O		

SPECIMEN CONTRACT AGREEMENT

TRINIDAD AND TOBAGO

THIS CONTRACT (together with all Appendices attached hereto and forming an integral part hereof) (hereinafter called "the Contract") is made the   day of,   2008 Between   Permanent Secretary in the Ministry of   (which   expression   shall mean and include the person or persons for the time being carrying on the duties of Permanent Secretary, Ministry of   ) acting herein for and on behalf of the Government of the Republic of Trinidad and Tobago (hereinafter called "the Government") of the One Part and

                              a Company duly registered under the Companies Act and having its registered office situate at Nos.

Street,   in the Island of Trinidad   (hereinafter called "the Consultant") of the Other Part.

WHEREAS :

(a)   The Government is desirous of obtaining consultancy services for

the   (which

services are more particularly described in the Request for

Proposals hereto annexed) for the Ministry of

        (hereinafter called the Services).

(b)   By a Tender Notice from the Central Tenders Board [hereinafter

called "the CTB"] dated the   of   , 2008 the

Government invited proposals for the provision of   ·   .

(c)   In response to the said Tender Notice the Consultant submitted a

Technical Proposal and a Fee Proposal for the services (hereinafter

called "the Services") dated the   of   , 2008 and the   of

        , 2008 respectively.

(d)   By Letter of Award dated the   of   , 2008 the

Consultant was informed by the CTB that it had been awarded the

Consultancy Contract for the provision of the Services in

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accordance with the fees as outlined in Clause 4 herein.

(e)   The Consultant having represented to the Government that it has the necessary professional skills personnel and technical resources has agreed to provide the Services on the terms and conditions hereinafter set forth.

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:-

1.   In this Contract the words and expressions shall have the same meaning as are assigned to them in the contract documents.

2.   The Government **HEREBY APPOINTS** the Consultant and the Consultant **HEREBY ACCEPTS THE APPOINTMENT** to act as Consultant to the Government for the provision of the Services in accordance with the terms and effect of this Contract.

3.   The Consultant shall provide the Services as specifically described in the Tender Notice, Request for Proposals and the Technical Proposal hereinabove referred to.

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4.   In consideration of the premises **IT IS HEREBY AGREED** between the Parties hereto that the Consultant shall carry out and complete the Services in conformity with the provisions of this Contract and the Government shall make payment to the Consultant in accordance with the fees as specified in the Letter of Award herein together with the following sums inclusive of Value Added Tax also specified in the Letter of Award herein:

5.   In the event that any of the contract provisions are declared invalid the remaining provisions shall not be affected and shall have full force and effect.

6.   It is understood that the opinions and recommendations of the Consultant obligate neither the Government nor its representative who reserve the right to put forward such observations or exceptions as they deem appropriate.

7.   The following documents shall comprise the Contract Documents and shall be deemed to form and be read and construed as an integral part of this Contract, namely:

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(i)   The Tender Notice for proposals dated the   of   ,
200 hereto annexed and marked **"A"**.

(ii)   The Request for Proposals dated   , 200 hereto
annexed and marked **"B"**.

(iii)   The Technical Proposal dated the   of   , 200 hereto
annexed and marked **"C"**.

(iv)   The Fee Proposal dated the   of   , 200 hereto
annexed and marked **"D"**

(v)   The Letter of Award dated the   of   , 200 hereto
annexed and marked **"E"**.

8.   Should there be any conflict between this Contract and any other
document hereinbefore listed this Contract shall take precedence.

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9. The Consultant for itself and its assigns and the Government (but not so as to impose any personal liability on the Permanent Secretary in the Ministry of   )   mutually covenant that they will respectively perform and observe the several provisions of the Contract to be performed and observed by them under this Contract.

10. Each of the parties warrants its powers to enter into this Contract and has obtained all necessary approvals to do so.

10.   GENERAL CONDITIONS

10.1   DEFINITIONS

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

(a) **"Assignment"** means any agreement whereby the Consultant transfers or divests itself of any rights or obligations of this Contract to a third party.

(b) **"Contract"** means this Contract {and any and all Schedules

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or annexures to this Contract} between the Government and the Consultant as the same may be amended, modified or supplemented from time to time in accordance with the provisions herein.

(c)   **"Consultant"** means the   and its legal successors and permitted assigns which is employed as an independent professional Consultant by the Government to perform the Consultancy Services.

(d)   **"Contract Documents"** means the documents listed in Clause 7 herein.

(e)   **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause 10.12 hereof.

(f)   **"the Ministry"** means the Ministry of   .

(g)   **"Personnel"** means persons hired by the Consultant as employees and/or subconsultants and assigned to the performance of the Services or any part thereof.

(h)   **"Party "** means the Government or the Consultant as the case may be.

(i)   **"Services"** means the

to be provided by the Consultant under this Contract in accordance with the Tender Notice, Request for Proposals and Technical Proposal herein

(j)   **"Subconsultant"** means any entity to which the Consultant subcontracts any part of the Services.

(k)   **"Subcontract"** means a Contract by which the Consultant entrusts the performance of a part of its Contract to a third party.

10.2   RELATION BETWEEN THE PARTIES

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

10.3   LAW GOVERNING CONTRACT

10.3.1   This Contract, its meaning and interpretation and the relation

between the Parties shall be governed by the laws, customs, duties and taxes of the Republic of Trinidad and Tobago which shall mean the present laws, customs, duties and amendments thereto or new laws passed during the continuance of this Contract and shall be deemed to have been made in the Republic of Trinidad and Tobago.

10.3.2   Any proceeding arising out of or in connection with this Contract may be brought in any court of competent jurisdiction in the Republic of Trinidad and Tobago.

10.3.3   The submission by the Parties to such jurisdiction shall not limit the right of the Government or the Consultant upon mutual agreement to commence any proceedings arising out of this Contract in any other jurisdiction it may consider appropriate.

10.3.4   Any notice of proceedings or other notices in connection with or which would give effect to any such proceedings

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may without prejudice to any other method of service be served on any Party in accordance with Clause 10.6.

10.3.5   In the event that a Party to any proceedings arising out of or in connection with this Contract is resident outside the Republic of Trinidad and Tobago the address for service in the Republic of Trinidad and Tobago shall be the address for such service nominated in clause 10.6 of this Contract and any time limits in any proceedings shall not be extended by virtue only of the foreign residence of the Party.

10.4   LANGUAGE

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

10.5   HEADING

The headings of this Contract are for ease of reference only and shall not limit, alter or affect the interpretation or

construction of this Contract.

10.6   **NOTICES**

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorised representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile transmission and confirmed by registered post to the party to which it is required to be given at the following address:

For the Government:-

The Permanent Secretary
Ministry of

For the Consultant:-

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10.7   **CHANGE OF ADDRESS**

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

10.8   **CALCULATION OF TIME LIMITS**

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

- from the day following the date of the act or deed which serves as the point of commencement for this time limit.

- where the time limit is fixed in days, it shall expire at the end of the last day of the time limit laid down in calendar days;

- where the time limit is fixed in months, it shall expire on the day having the same number as the day on which it began;

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- in the event of the last month of a time limit fixed in months not having a day with the same number as the date on which it began the time limit shall end on the last day of that month;

- where the time limit is fixed by the week, it shall expire at the end of seven (7) days;

- if the last day of a time limit falls on a Sunday or a public holiday established by law, the time limit shall be extended until the end of the next working day.

10.9   **AUTHORITY OF MEMBER IN CHARGE**

The Consultant hereby authorizes   to act on its behalf in exercising all the Consultant's rights and obligations towards the Government under this Contract, including without limitation the receiving of instructions and payment from the Government.

10.10   **AUTHORISED REPRESENTATIVES**

Any action required or permitted to be taken, and any

document required or permitted to be executed under this Contract, may be taken or executed;

i) on behalf of the Government by the Permanent Secretary, Ministry of   or   his designated representative;

ii) on behalf of the Consultant by   or   his designated representative.

10.11   TAXES AND DUTIES

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

10.12   COMMENCEMENT DATE

This Contract shall come into force and effect immediately upon the signing of this Contract

10.13   COMPLETION OF CONTRACT

10.13.1   Subject to clause 10.13.2 the Consultant shall complete and

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deliver the Services within   of the

commencement date of the Services or such further time as

agreed in writing between the parties.

10.13.2   In the event that there is a delay in the procurement and

delivery of the hardware, software and other equipment

contemplated under this Contract beyond the time projected

for such procurement and delivery, the time for completion

of the Services shall be extended by a period commensurate

with the period of the delay.

10.13.3   The Consultant shall be deemed to have completed delivery

of the Services upon certification by the Permanent

Secretary of the Ministry   or   his

designated representative that the Consultant has duly

performed all of its obligations in respect of the the Services.

10.14   ENTIRE AGREEMENT

This Contract embodies and sets forth the entire Contract

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and understanding of the Parties and supersedes all prior oral and written agreements, understandings or arrangements relating to the subject matter of this Contract, and neither Party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly set forth in this Contract.

10.15   **MODIFICATION**

Modification of the terms and conditions of this Contract, including any modifications within the scope of the Services to be provided may only be made by written agreement between the Parties.   This Contract shall be incapable of variation otherwise than in writing signed by or on behalf of both the Government and the Consultant.

10.16   **ASSIGNMENT AND SUB-CONTRACTING**

Except as provided in the Technical Proposal hereto annexed this Contract or any part thereof or any benefit or interest therein or thereunder shall not be assigned by the Consultant

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and understanding of the Parties and supersedes all prior oral and written agreements, understandings or arrangements relating to the subject matter of this Contract, and neither Party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly set forth in this Contract.

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Except as provided in the Technical Proposal hereto annexed this Contract or any part thereof or any benefit or interest therein or thereunder shall not be assigned by the Consultant

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without the written consent of the Government and such consent if given shall not relieve the Consultant of any liabilities or obligations under the terms of this Contract.

10.17   FORCE MAJEURE

10.17.1   Definitions

(a)   For the purpose of this Contract "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts, or other industrial action (except where such strikes, lockouts or other industrial action are within the powers of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

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b) Force Majeure shall not include:-

i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-consultants or agents or employees nor;

ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the execution of this Contract and to avoid or overcome in the carrying out of its obligations hereunder;

iii) insufficiency of funds or failure to make any payment required hereunder;

10.17.2 **NO BREACH OF CONTRACT**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures,

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all with the objective of carrying out the terms and conditions of this Contract.

10.17.3   MEASURES TO BE TAKEN

a)   A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay;

b)   A Party affected by an event of Force Majeure shall notify the other Party of such events as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

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

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10.17.4   **EXTENSION OF TIME**

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

10.17.5   **PAYMENTS**

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

10.17.6   **CONSULTATION**

Not later than fifteen (15) days after the Consultant, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services the Parties shall

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consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

10.18   SUSPENSION OF PAYMENTS

The Government may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the Consultant to remedy such failure within a period not exceeding fifteen (15) days after receipt by the Consultant of such notice of suspension.

10.19   ABANDONMENT, CHANGE OF PLAN AND TERMINATION

10.19.1   ABANDONMENT

a)   The Government shall have the absolute right to abandon the

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Services or to amend its project or to change the general basis for the execution of the Services at any time and such action on its part shall in no event be deemed a breach of Contract.

b)   If the Government amends the scope of the Services or changes its general basis and the Consultant is of the opinion that extra Services are made necessary as a result thereof the provisions of the Extra Services Clause herein shall apply.

10.19.2   TERMINATION BY THE GOVERNMENT

The Government may terminate the Contract by not less than seven (7) days written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in the following paragraphs:

a)   if the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 10.18 hereinabove, within seven (7) days of receipt of such notice of suspension or within such further period as

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the Government may have subsequently approved in writing;

b)   if the Consultant becomes insolvent or bankrupt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

c)   if the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 10.31.2 hereof;

d)   if the Consultant submits to the Government a statement which has a material effect on the rights, obligations or interests of the Government and which the Consultant knows to be false;

e)   if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or

f)   if the Government, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

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10.19.3   **TERMINATION BY THE CONSULTANT**

The Consultant may terminate this Contract by not less than seven (7) days' written notice to the Government, such notice to be given after the occurrence of any of the events specified in the following paragraphs:

a)   if the Government fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 10.31 hereof within forty (40) working days after receiving written notice from the Consultant that such payment is overdue;

b)   if the Government is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Government of the Consultant's notice specifying such breach;

c)   if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services

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for a period of not less than thirty (30) days; or

d)   if the Government fails to comply with any final decision reached as a result of arbitration pursuant to Clause 10.31.2 hereof.

10.19.4   CESSATION OF RIGHTS AND OBLIGATIONS

Upon termination of this Contract pursuant to Clauses 10.19.1, 10.19.2, 10.19.3 or upon completion of this Contract pursuant to Clause 10.13 hereof, all rights and obligations of the Parties hereunder shall cease, except

i)   such rights and obligations as may have accrued on the date of termination or expiration;

ii)   the obligation of confidentiality set forth in Clause 10.22.1 (b) and the obligation under 10.25 herein;

iii)   the Consultant's obligations to permit inspection, copying and auditing of their accounts and records set forth in Clause 10.23 hereof, and

iv)   any right which a party may have under the Laws of the Republic of Trinidad and Tobago.

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10.19.5   **CESSATION OF SERVICES**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 10.19.2 and 10.19.3 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditure for this purpose to a minimum.   With respect to documents prepared by the Consultant and equipment and materials furnished by the Government the Consultant shall proceed as provided respectively by Clauses 10.24 and 10.25 herein.

10.20   **PAYMENT UPON TERMINATION**

10.20.1   (a)   Upon abandonment of the Services or termination of this Contract under Clauses 10.19.1, 10.19.2 or 10.19.3 hereof, and subject to the obligation of the Consultant to reduce expenditure to a minimum as contained in Clause 10.19.5 the Consultant shall be entitled to receive the remuneration due up to the effective date of abandonment or

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termination and reimbursement in full for such costs as shall have been incurred during the Contract period prior to the effective date of such abandonment or termination and which are directly attributable to the completed portion of the Services covered by this Contract.

b)   Compensation to the Consultant in respect of abandonment or termination shall be agreed between the Government and the Consultant or, failing agreement, shall be referred to arbitration in accordance with Clause 10.31 of this Contract.

10.20.2   DISPUTES ABOUT EVENTS OF TERMINATION

a)   If either Party disputes whether an event specified in paragraphs (a) through (c) of Clause 10.19.2 or paragraphs (a), (b) and (d) of Clause 10.19.3 hereof has occurred such Party may, within seven (7) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 10.31 hereof and this Contract shall not be terminated on account of such event except in

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accordance with the terms of any resulting arbitral award.

b)   If the Parties do not agree upon the value of the work performed prior to termination of the Contract other than for work which has been unsatisfactorily performed the provisions for Arbitration pursuant to Clause 10.31 hereof shall apply.

10.21   FAIRNESS AND GOOD FAITH

10.21.1   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.

10.21.2   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

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of them, and that, if during the term of the Contract either Party believes that this Contract is operating unfairly, the aggrieved or concerned Party shall immediately inform the other Party of the threat or occurrence of any event or any other matter within the implementation of this Contract which is of concern or interest to it and the Parties shall use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 10.31 hereof.

10.22   DUTIES OF THE CONSULTANT

10.22.1   GENERAL OBLIGATIONS

STANDARD OF PERFORMANCE

a)   The Consultant shall exercise all reasonable skill care and diligence in discharge of its duties under this Contract. The Consultant, its staff, employees and agents shall respect comply with and adhere to the laws and customs of the

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Republic of Trinidad and Tobago and shall carry out all its responsibilities in accordance with the professional international standards of its profession.

a) The Consultant, its staff, employees and agents shall throughout the performance of the Services and following their completion maintain the strictest secrecy vis-a-vis third parties in respect of information data or documents acquired or brought to their notice during the performance of the Services.

b) In carrying out the Services entrusted to it the Consultant shall endeavour to find the technical and economic solutions best suited to the requirements and shall co-operate fully with the Government in the execution of the Services herein.

10.22.2 The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency, economy and in a timely manner and in accordance with professional industry standards. The Consultant shall always act, in respect of any matter relating to this Contract

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or to the Services, as faithful adviser to the Government, and shall at all times support and safeguard the Government's legitimate interests in any dealing with Third Parties.

10.22.3   CONFLICT OF INTERESTS

The remuneration of the Consultant pursuant to Clause 10.30 hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services hereof. The Consultant shall not accept for its own benefit any trade commission discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Personnel and agents shall not receive any such additional remuneration.

10.22.4   PROHIBITION OF CONFLICTING ACTIVITIES

Neither the Consultant nor its agents or the Personnel of either of them shall engage, either directly or indirectly, in

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any business or professional activities in the Republic of Trinidad and Tobago which would conflict with the activities assigned to them under this Contract.

10.22.5 CONSULTANT'S PERSONNEL

a) The Consultant shall staff the project as specified in the Technical Proposal (Appendix "C" hereto). Changes in staff shall not be permitted except the Consultant can give substantial reasons and can show that the circumstances for requesting such changes are extenuating. No prior changes in staff must be made unless the Consultant first obtains in writing the approval of the Government. Replacement staff shall have the same or superior knowledge and skills. Approval so given shall in no way relieve the Consultant of its contractual obligations nor shall such approval give rise to claims as Extra Services. The Consultant shall employ duly qualified personnel to perform the duties under this Contract, preference being given as far as possible to nationals of the Republic of Trinidad and Tobago. The

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qualifications and experience of all personnel shall be furnished to the Government. The Consultant agrees to remove any employee from the Services if requested in writing to do so by the Government. The Consultant shall use its best efforts to ensure that any Subconsultant as well as personnel and agents of either of them, similarly shall not receive any such additional remuneration and shall employ personnel who, in the judgement of the Consultant, will be reliable and will most likely perform satisfactorily the terms of their employment agreement with the Consultant and will comply fully with applicable laws and with the Government's policy and rules relating to the conduct and behaviour of foreign personnel in Trinidad.

b) In the performance of all duties, the Consultant shall be responsible for the professional conduct of its personnel and that of its Subconsultants and their personnel and shall, except in relation to activities contrary to the Laws of the Republic of Trinidad and Tobago, have full authority and responsibility for taking any necessary corrective action.

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c)   The Consultant agrees to furnish to the Government upon request, full particulars of all persons employed under this Contract. If required, all such persons shall be subject to security approval prior to assignment to the Services. The Consultant further agrees at the written request of the Government to replace any individual or person employed by it if the Government is of the opinion that for security or other valid reasons termination is required. On receipt of such a request the Consultant will take all necessary steps to engage the services of a replacement for such person within seven (7) days. All costs connected with such replacement shall be borne by the Consultant including consequential costs to the Consultant of any resulting delays in the provision of the Services. Replacement Staff shall possess the same or superior level of knowledge and skills.

10.22.6   LIABILITY OF CONSULTANT

The Consultant shall be liable to the Government for the performance of the Services in accordance with the

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provisions of this Contract and for any loss suffered by the Government as a result of a default of the Consultant its Sub-Consultants or its personnel in such performance subject to the following limitations:-

(a) The Consultant shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission of any persons other than the Consultant, its Sub-Consultant or the Personnel of either of them;

(b) The Consultant shall not be liable for any loss or damage caused by or arising out of circumstances over which the Consultant had no control.

10.22.7   INDEMNIFICATION

10.22.7.1   The Consultant shall defend, indemnify, protect and save harmless the Government and its agents, servants and employees from and against any and all suits, claims, demands and damages of whatsoever kind or nature arising out of any negligent act, error or omission of the Consultant

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(10.22.7.1 and 10.22.7.2 above) and specifically providing for coverage of the Government as a named insured identical to the terms and requirements of the foregoing provisions (paragraph 10.22.7.1 and 10.22.7.2 above). The said insurance shall be in the minimum amount of ten percent (10%) of the Contract sum and shall be maintained in force by the Consultant for a period of five (5) years following the actual completion and acceptance of the Services by the Government.

10.22.7.4 The Consultant shall provide the Government with evidence of the Consultant's insurance in accordance with the foregoing provisions. Such evidence of insurance shall include the obligation of the Consultant assumed under the indemnity provisions of this Contract and shall provide for sixty (60) days' notice in writing to the Government prior to any cancellation, expiration or non-renewal.

10.22.7.5 In the event that the Consultant provides evidence of

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

10.22.7.6   The Government shall as soon as practicable after a claim has been made against it give written notice thereof of the claim. If suit is brought against the Government, the Government shall immediately forward to the Consultant every demand, complaint, notice, summons, pleading or

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other process received by it or its representative.

10.23   **ACCOUNTING, INSPECTION AND AUDITING**

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

10.24   **OWNERSHIP OF DATA**

10.24.1   All reports and other documents prepared by the Consultant, or obtained from whatever source in connection with the Services, shall become and remain the property of the Government and the Consultant shall upon termination or

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expiration of this Contract, or as otherwise specified in this Contract deliver all such documents to the Government, together with a detailed inventory thereof. The Consultant may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of the Government.

10.25 **OWNERSHIP OF INSTRUMENTS AND EQUIPMENT**

The Consultant agrees to hand over to the Government upon substantial completion of the Services, all instruments, machinery, items of furniture, any other non-consumable items and all other consumable items which may have been purchased with funds made available by the Government for use in the execution of the Services. All such purchase of instruments, machinery and other such items shall be selected in consultation with the Government and shall be deemed to be the property of the Government from the date of the purchase.

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10.26   **EXTRA SERVICES**

If the Consultant is of the opinion that any Services the Consultant had been directed to perform are outside the scope of this Contract and constitute Extra Services the Consultant shall promptly notify the Government of that fact in writing. In the event that the Government determines that such Services do constitute Extra Services, it shall provide extra compensation to the Consultant upon a mutually agreeable fair and equitable basis. In the event that the Government and the Consultant 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.

10.27   **ERRORS AND OMISSIONS**

The Consultant agrees to perform such additional services as may be necessary to correct errors and omissions due to the negligence by the Consultant in the Services without undue delay and without additional cost to the Government. The

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acceptance of the Services by the Government shall not relieve the Consultant of the responsibility for subsequent correction of such errors. Nothing herein shall be construed to relieve the Consultant of the responsibility for subsequent correction of such errors. Nothing herein shall be construed to relieve the Consultant of its liability for additional costs resulting from errors or negligence on its part.

10.28 INSPECTION BY THE GOVERNMENT

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

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10.29   **OBLIGATIONS OF THE GOVERNMENT**

10.29.1   **COUNTERPART PERSONNEL**

The Consultant is required to work closely and to co-operate with personnel designated by the Permanent Secretary, Ministry of   .   In   addition,   the Government shall make available to the Consultant, as and when possible and free of charge, such counterpart personnel to be selected by the Government as specified in the Request for Proposal herein.

10.29.2   **APPROVAL BY THE GOVERNMENT OF REPORTS AND DOCUMENTS**

10.29.2.1   Approval by the Government of the reports and documents drawn up and submitted by the Consultant shall be evidence of their conformity with the provisions of this Contract.

10.29.2.2   The Government shall notify the Consultant within fourteen (14) days of submission as to whether it has approved or rejected all Reports and documents [other than the Final

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Report and Document] submitted by the Consultant or whether it requests revisions amendments modifications and clarifications of the said reports and documents.

10.29.2.3   The Government shall notify the Consultant within twenty-one (21) days as to whether it has approved or rejected the Final Report and documents submitted by the Consultant or whether it requests revisions amendments modifications and clarifications of the said report and documents.

10.29.2.4   Where the Government approves a report or document subject to modification by the Consultant, a time period shall be negotiated by both parties in which to make the requested changes.   After such modification the report or document shall be deemed to have received approval if, within thirty (30) days of receipt by the Government, the latter has not notified the Consultant of any breach, comments or observations.

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10.29.2.5   The Consultant shall not proceed to the next stage of the Services until approval from the Government has been received.

10.30   **PAYMENT**
MODE OF PAYMENT

10.30.1   Payment to the Consultant for services performed shall be as specified in the Letter of Award hereto annexed and subject to Clauses 10.30.5 and 10.30.6 .

10.30.2   Reimbursable expenditures shall consist of the types of expenditures actually incurred by the Consultant in the performance of the Consultancy Services, as specified in the Proposal Document herein. The cost of items not covered by the Proposals but which may be required by the Consultant for completion of the Consultancy Services shall be subject to the prior authorisation in writing by the Government.

10.30.3   Payments for reimbursable expenditures shall generally be based on the actual expenditure incurred by the Consultant

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as evidenced by copies of receipted invoices, vouchers and other appropriate supporting documents, except as otherwise agreed.

10.30.4   Payment of valid invoices presented by the Consultant shall be paid within sixty (60) days of presentation of same.

10.30.5   The final payment for the Services performed by the Consultant shall be contingent upon prior acceptance by the Government of the Final Report to be submitted by the Consultant in addition to the satisfactory completion of all the Consultant's obligations under this Contract as evidenced by the certificate issued by the Ministry of to that effect.

10.30.6   The Government shall withhold ten percent (10%) of each and every payment to be made to the Consultant until satisfactory completion of the Consultant's obligations under the Contract and approval of the Final Report by the

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Government.

10.31 SETTLEMENT OF DISPUTES

10.31.1 AMICABLE SETTLEMENT

The Parties shall use their best efforts to settle amicably by direct informal negotiation, any disagreement or dispute arising out of or in connection with this Contract or the interpretation thereof.

10.31.2 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 for resolution by either party to an Arbitration Committee appointed by the parties herein.

The Committee shall comprise :

(i)   A representative of the Government

(ii)   A representative of the Consultant

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(iii)   An independent umpire to be appointed by the President of the Law Association of Trinidad and Tobago.

10.31.3   In the event that the said Arbitration Committee does not resolve the said dispute within twenty-eight (28) days the same shall 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.

10.31.4   Unless otherwise agreed by both Parties neither Party shall be entitled in any proceeding, whether before arbitrators or in any Court of Law or otherwise, and whether or not in relation to the dispute, to invoke or rely on any of the views expressed or statements made or written by either Party during the negotiations referred to in this Clause.

10.32   **WAIVER OF REMEDIES**

No forbearance, delay or indulgence by either Party in

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enforcing the provisions of this Contract shall prejudice or restrict the rights of that Party nor shall any waiver of its 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 each such right, power or remedy shall be cumulative. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

10.33 CONFIDENTIALITY

The Consultant shall not, other than with the prior written consent of the Government, during or after the termination, determination or expiry of this Contract disclose directly or indirectly to any person, firm, company or third party and shall only use for the purposes of this Contract, any information relating to the Consultancy Services, the Government, its business, customers, suppliers or any other information of whatever nature which the Government may

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deem to be confidential and which the Consultant has or

shall hereafter become possessed of.

IN WITNESS WHEREOF

Permanent Secretary in the Ministry of

for and on behalf of the Government of the Republic

of Trinidad and Tobago has hereunto set his hand the   day

of   , 2008   and

for and on behalf of   has   hereunto

set his hand the   day of   , 2008.

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

SIGNED by   )
for and on behalf of   )
in the presence of   )

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Confidentiality Clause

Name of Project: _____

Name of Organisation: _____

Address of Organisation: _____

_____

I, _____, declare that the organisation shall **not**:

    i.   communicate, disclose or make available all or any part of the Request for Proposal to any third party;

    ii.   directly or indirectly use, or permit others to use, the Request for Proposal other than for the Purpose;

    iii.   make any announcement or disclosure in connection with the Request for Proposal.

Signature of Firms Representative: _____

Name of Signatory (Block Letters): _____

Position of Signatory: _____

Date (Day / Month / Year) _____ / _____ / _____

Please sign and return to the Information Technology Unit, with your proposal, as an indication that you have and will continue to comply with the confidentiality clause.

END OF DOCUMENT