



Republic of Liberia

*[Insert Name of Ministry Agency or Commission]*

**STANDARD BIDDING DOCUMENT  
FOR  
PROCUREMENT OF INTERNET  
CONNECTIVITY**

<b>Package Description:</b>	Provision of Internet Connectivity to Government of Liberia Ministries, Agencies and Commissions
<b>Procurement Reference Number:</b>	<i>[insert Ref. No]</i>
<b>Date of Issue of Bidding Document:</b>	<i>[dd mm yyyy]</i>

# Bidding Document

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# **Part 1 Bidding Procedures**

## **Section 1. Instructions to Bidders**

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## **Section I. Instructions to Bidders**

### **A. General**

#### **1. Introduction**

- 1.1 The Procuring Entity indicated in the Bid Data Sheet (BDS) is the Contracting Authority for this procurement process and it is bound by the rules governing public procurement in the Republic of Liberia. It has the powers and duties to conclude a Contract for the Provision of Internet Connectivity. Accordingly, this procurement process is being conducted in accordance with the 2010 editions of the Government of Liberia Public Procurement and Concessions Act under the procurement method indicated in the BDS.
- 1.2 By the issue of this Bidding Document the Procuring Entity invites interested Internet Service Providers (ISPs) to submit their bids with a view to entering into Contract with the Procuring Entity for the Provision of Internet Connectivity which general description is provided in the BDS. The Internet Connectivity Services that are subject of this procurement process are more particularly specified in Section 6, Statement of Requirement upon the basis of the information supplied in and in accordance with this Bidding Document.
- 1.3 The procurement package reference code/number of this Bidding Document is provided in the BDS.
- 1.4 Each Bidder may only submit one Bid, either individually or as a partner in joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all Bids with the Bidder's participation to be disqualified.
- 1.5 This Section 1, Instructions to Bidders shall not form a part of the Contract. These instructions are intended to assist prospective Bidders in the preparation of their Bids.
- 1.6 Issuance of this Bidding Document does not in any way obligate the Procuring Entity to award a Contract.
- 1.7 The Procuring Entity retains ownership of all bids submitted in response to this Bidding Document. Consequently, Bidders have no right to have their bids returned to them except late bids.
- 1.8 In submitting a bid, the Bidder accepts in full and without restriction this Bidding Document as the sole basis of this procurement procedure, whatever his own conditions of sale may be, which he hereby waives. Bidders are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this Bidding Document. Failure to submit a bid containing all the required information and documentation within the deadline specified may lead to the rejection of the bid. No account can be taken of any reservation in the bid as regards the Bidding Document; any reservation will result in the immediate rejection of the bid without further evaluation.
- 1.9 The permitted method of communication shall be in writing. Throughout these Bidding Documents the term "in writing" means communicated in written form and delivered against receipt.

#### **2. Source of Funds**

- 2.1 The Procuring Entity has an approved budget toward the cost of the procurement described in the Section 6, Statement of Requirement. The Procuring Entity intends to use these funds to place a Contract for which these Bidding Documents are issued.

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2.2 Payment shall be made directly by the Ministry of Finance and Development Planning on behalf of the Procuring Entity and shall be subject in all respects to the terms and conditions of the resulting Contract placed by the Procuring Entity.

### **3. Fraud, Corruption and Complaints Provisions**

3.1 The Government of the Republic of Liberia (herein after called the Government) represented by the Public Procurement and Concessions Commission (herein after called the Commission) requires Contracting Authorities, as well as bidders to observe the highest standards of ethics during the procurement and the execution of contracts. In pursuance of this policy, the Government:

(a). Defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “Corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the action of a public official in the procurement process or in contract execution;
- (ii) “Fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- (iii) “Collusive practices” is a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish prices at artificial, non-competitive levels; and
- (iv) “Coercive practices” is harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

(b). Will reject a recommendation for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(c). Will debar a Bidder from participation in public procurement for a specified period of time if it at any time determines the Bidder has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract. The List of Debarred Bidders is available on the Commission's Website <http://www.pccc.gov.lr>.

3.2 In pursuit of the policy defined in Sub-Clause 3.1, the Procuring Entity may terminate a contract for the Provision of Internet Connectivity if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the Procuring Entity or of a Bidder during the procurement or the execution of that contract.

3.3 Where it is proved that the bidder has given or has offered to give inducement or bribe to an official or procurement staff of the Procuring Entity to influence the result of the bid in his favor shall be disqualified from the bid and prohibited from participating in any future public procurement.

3.4 Bidders are required to indicate their acceptance of the provisions on fraud and corruption, as defined in this clause through the statement in the Bid Submission form.

3.5 The Commission will have the right to require to inspect the Supplier accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Commission.

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3.6 By signing the Bid Submission form, the Bidder represents that it has proper authorization and/or license to offer Internet Connectivity Services.

### **4. Eligible Bidders**

4.1 A Bidder may be a natural person, private, public or government-owned legal entity, subject to ITB Sub-Clause 4.5, or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV), consortium, or association. In the case of a Joint Venture, consortium, or association:

- (a). All parties to the Joint Venture, consortium or association shall be jointly and severally liable, unless otherwise specified in the BDS; and
- (b). A Joint Venture, consortium or association shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the Joint Venture, consortium or association during the bidding process and, in the event the Joint Venture, consortium or association is awarded the Contract, during contract execution.

4.2 This Invitation for Bids is opened to all Bidders (including all members of a joint venture, sub-contractors and personnel) from eligible source countries as defined in Section 5, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract including related services.

4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

- (a). Are or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Entity to provide consulting services for the preparation of the Specification, and any other documents to be used for the Provision of Internet Connectivity to be purchased under this Bidding Document;
- (b). Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or
- (c). Submit more than one bid in this bidding process.

4.4 A Bidder that has been debarred from participating in public procurement in accordance with ITB Clause 3.1 (c), at the date of the deadline for bid submission or thereafter, shall be disqualified.

4.5 Government-owned enterprises shall be eligible if they can establish that they are legally and financially autonomous and operate under commercial law and that they are not a dependent Agency of the Procuring Entity.

4.6 Unless otherwise specified in the BDS, Bidders shall provide such evidence of their eligibility satisfactory to the Procuring Entity, to verify that the Bidder:

- (a). Is not insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing
- (b). Appropriate documentary evidence demonstrating its compliance, which shall include:
  - (i) A Certificate of Incorporation, Act of establishment or Registration,

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- (ii) VAT registration certificate issued by the tax authority (only domestic Bidders, excluding state owned enterprises)
    - (iii) Valid Tax clearance certificate issued by the tax authority (domestic Bidders only excluding state owned enterprise);
    - (iv) License to operate Internet Service Provision issued by the Liberia Communications Authority.
  - (c). Foreign bidders must as appropriate submit business organization registration certificate or trade license issued by the country of establishment.
- 4.7 To participate in this public procurement process, being registered in the suppliers list is a prerequisite (mandatory for domestic Bidders only).
- (a). Candidates desiring to participate in public procurement shall have to register themselves using the form made available for this purpose in the website of the Public Procurement and Concessions Commission (PPCC).
- 4.8 If a Bidder intends to subcontract major items of the Internet Connectivity services, it shall include in the bid details of the name and nationality of the proposed Subcontractor for each of those items and shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB Clause 4, and that any Goods or Services components of the Internet Connectivity to be provided by the Subcontractor comply with the requirements of ITB Clause 5. Bidders are free to list more than one Subcontractor against each item. Quoted rates and prices will be deemed to apply, whichever Subcontractor is appointed, and no adjustment of the rates or prices will be permitted. The Procuring Entity reserves the right to delete any proposed Subcontractor from the list. This shall be done prior to Contract signature, by deleting such unacceptable Subcontractors from Appendix 1 to the Contract Agreement, which shall list the approved Subcontractors for each item prior to Contract signature. Subsequent additions and deletions from the list of approved Subcontractors shall be performed in accordance with GCC Clause 13 (as revised in the SCC, if applicable) and Appendix 1 to the Contract Agreement.
- 4.9 A firm which is a Bidder, whether as a single Bidder or as a partner in a Joint Venture, cannot be a Subcontractor in other bids, except for the supply of commercially available hardware or software by the firm, as well as purely incidental services such as installation/configuration, routine training, and ongoing maintenance/support.

### **5. Eligible Goods and Services**

- 5.1 All Goods and Services incidental to the provision of Internet Connectivity to be supplied under the Contract shall have as their country of origin an eligible country as defined in Section 5, Eligible Countries.
- 5.2 For the purposes of these Bidding Documents, the term "Internet Connectivity" shall mean:
- (a). the ability of individuals and organizations to connect to the Internet using computer terminals, computers, mobile devices; and to access services such as email and the World Wide Web.
  - (b). the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the selected Bidder is required to supply and install under the Contract, plus all associated documentation, and all other materials and goods to be supplied, installed, integrated, and made operational (collectively called "the Goods" in some clauses of the ITB); and



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- (c). the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the Internet Connectivity to be provided by the selected Bidder and as specified in the Contract.
- 5.3 For purposes of this clause, the nationality of the Bidder is distinct from the country in which the Internet Connectivity and its goods components are produced or from which the related services are supplied.
- 5.4 To establish the eligibility of the Internet Connectivity, in accordance with this ITB Clause, Bidders shall complete the country of origin declarations in the Price Schedule Form, included in Section 4, Bidding Forms.
- 5.5 If so required in the BDS, the Bidder shall demonstrate that it has been duly authorized by the Manufacturer of the Goods to supply key goods components of the Internet Connectivity indicated in its bid in the Republic of Liberia by obtaining Manufacturer Authorization Letter using the form furnished in Section 4, Bidding Forms.
- 5.6 In the case of a Bidder not doing business within the Republic of Liberia, the Bidder will submit documentary evidence that it is or will be (if awarded the Contract) represented by an Agent in the Republic of Liberia who is equipped and able to carry out the Bidder's maintenance, technical support, training, and repair obligations prescribed in the General and Special Conditions of Contract, and/or Technical Requirements

### **B. Contents of Bidding Document**

#### **6. Bidding Document**

- 6.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 8.

##### **Part 1 Bidding Procedures**

- Section 1 Instructions to Bidders (ITB)
- Section 2 Bid Data Sheet (BDS)
- Section 3 Evaluation Methodology and Criteria
- Section 4 Bidding Forms
- Section 5 Eligible Countries

##### **Part 2 Statement of Requirements**

- Section 6 Statement of Requirements

##### **Part 3 Contract**

- Section 7 General Conditions of Contract (GCC)
- Section 8 Special Conditions of Contract (SCC)
- Section 9 Contract Forms
- Section 10 Service Level Agreement (SLA)

- 6.2 The Invitation to Bid is not part of the Bidding Document. In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in ITB Clause 6.1 above, said Bidding Documents will take precedence.

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- 6.3 The Procuring Entity is not responsible for the incompleteness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Entity. Bidders who do not obtain the Bidding Document directly from the Procuring Entity will be rejected during evaluation. Where a Bidding Document is obtained from the Procuring Entity on a Bidder's behalf, the Bidder's name must be registered with the Procuring Entity at the time of sale and issue.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

### **7. Written Questions / Clarification of Bidding Documents**

- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in the BDS. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The Procuring Entity shall forward copies of its response to all Bidders who have acquired the Bidding Documents directly from it, including a description of the inquiry but without reference to the identity of the prospective Bidder initiating the request. Should the Procuring Entity deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and Sub-Clause 26.2.
- 7.2 Only the written responses will be considered official and carry weight in this procurement process and subsequent evaluation. Any answers received outside the official channels, whether received verbally or in writing, from employees or representatives of the Procuring Entity, or any other party, shall not be considered official responses to questions regarding this Bidding Document.

### **8. Modification to Bidding Documents**

- 8.1 Where Procuring Entity finds it necessary to introduce modification to the Bidding Document on its initiative or on the basis of request for clarification by prospective Bidder, the Procuring Entity may modify the Bidding Document at any time prior to the deadline for submission of bids.
- 8.2 Any alteration to the content of the Bidding Document shall at the same time be communicated in the form of an amendment to all prospective Bidders who purchased the bidding document and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained in the amendment will have been taken into account by the Bidder in its Bid.
- 8.3 The Procuring Entity may, at its discretion, extend the closing date for submission of bids where it modifies a bidding document as per Clause 8.1 above, if it is assumed that the time remaining before the closing date is not sufficient for bidders to prepare adjusted Bid Documents on the basis of such modification.

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### **9. Pre-Bid Conference and Site Visit**

- 9.1 If the Procuring Entity deems it to be appropriate, it may hold a Pre-Bid Conference for prospective bidders who purchased a Bidding Document for clarification and discussion on the Bidding Document or modification thereto. The Procuring Entity may also organize a site visit or visits concurrently with the Pre-Bid Conference to allow Bidders to visit and examine the site or sites for which Internet Connectivity is required and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
- 9.2 The Procuring Entity shall give written notice to all bidders who purchased a bidding document to attend the Pre-Bid Conference and to gain access to the relevant site or sites. Notice will include time, date, and address where Pre-Bid Conference and site visits will be organized.
- 9.3 The Procuring Entity shall welcome all prospective bidders to attend Pre-Bid Conference and site visits. To give all prospective bidders the opportunity to participate, prospective bidders are limited to sending two representatives to Pre-Bid Conference and site visits. All the costs of attending this conference and site visits will be borne by the prospective bidders.
- 9.4 The Procuring Entity invites all prospective bidders to submit their questions / request for clarification by time and date and to the address indicated in BDS.
- 9.5 The Pre-Bid Conference shall be minuted. Copies of the minutes shall be delivered to all prospective bidders who purchased the Bidding Document to enable them to prepare their bid documents by incorporating the content of clarification or modification.

### **C. Preparation of Bids**

#### **10. Cost of Bidding**

- 10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **11. Language of Bid**

- 11.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity, shall be written in the English language.
- 11.2 Bids and supporting documents of Bidders prepared in a language other than language of bid shall have to be translated by a legally competent interpreter into language of bid and a copy of the translation has to be submitted together with the original documents, especially where such documents pertain to the fundamental elements of the bid.
- 11.3 If the Procuring Entity detects discrepancy between language of the original document and the translated version, it shall reject the documents unless such discrepancy constitutes minor deviation from the requirement stated in the Bidding Document.

#### **12. Bid Prices and Discounts**

- 12.1 The prices and discounts quoted by the Bidder in the Bid Submission form and in the Price Schedule (forms furnished in Section 4, Bidding Forms) shall conform to the requirements specified below.
- 12.2 All items in the Section 6, Statement of Requirements must be listed and priced separately in the Price Schedule. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed

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- to be not included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB Sub-Clause 33.3.
- 12.3 The price to be quoted in the Bid Submission form shall be the total price of the Bid including taxes, excluding any conditional discounts offered.
- 12.4 The Bidder offering conditional discounts shall indicate the methodology for their application in the Bid Submission form.
- 12.5 The terms DDP, EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.
- 12.6 Prices proposed on the Price Schedule Forms for Internet Connectivity and other Goods, shall be disaggregated, when appropriate as indicated in this sub-clause. This disaggregating shall be solely for the purpose of facilitating the comparison of bids by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered:
- (a). For Internet Connectivity and other Goods:
- (i) The price of the Internet Connectivity and other Goods quoted EXW, FOB, excluding any customs duties and sales and other taxes already paid or payable;
  - (ii) The price for carriage and insurance of Internet Connectivity and other Goods supplied from outside the Republic of Liberia, in accordance with the Incoterms specified in the Special Conditions of Contract;
  - (iii) The price for inland transportation, insurance, and other local services required to convey the Internet Connectivity and other Goods to their final destination, and
  - (iv) All Liberian customs duties, VAT, and other taxes already paid or payable on the Internet Connectivity and other Goods or on the components or assembly if the contract is awarded to the Bidder.
- (b). For related services:
- (i) The price of the related services; and
  - (ii) All Liberian customs duties and sales and other taxes already paid or payable on the related services if the contract is awarded to the Bidder.
- 12.7 Prices quoted by the Bidder shall be fixed during the validity period of the Bid and throughout the Bidder's performance of the Contract and not subject to variation on any account. Bids submitted that are subject to price adjustment will be rejected.
- 12.8 The prices quoted by the Bidder for provision of internet connectivity shall not exceed the price ranges listed in the Public Procurement and Concessions Commission (PPCC) Common User Items.
- 13. Currencies of Bid and Payment**
- 13.1 All prices shall be quoted in the United States Dollars (USD), unless otherwise specified in the BDS.
- 14. Professional Qualifications and Capability of the Bidder**
- 14.1 If required, in order to proof their professional qualifications and capability Bidders must provide relevant information for the period specified in the BDS by completing relevant tables in the form entitled Bidders Certification of Compliance furnished in Section 4, Bidding Forms.

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14.2 For key individuals who actually will be performing the activities described in the Section 6, Bidder must provide resumes that identify years of experience, relevant Internet Connectivity implementation and support experience, and relevant education and training.

14.3 Bidders must provide references for the proposed personnel, ensuring that references provided will be available to be contacted during the evaluation timeframe for this Bidding Document.

### **15. Financial Standing of the Bidder**

15.1 If required in BDS, in order to prove that it has adequate financial resources to manage this Contract the bidder must present its financial data by completing relevant table in the form entitled Bidders Certification of Compliance that is furnished in Section 4, Bidding Forms.

15.2 Along with the proof referred to in Clause 15.1 the documents that are required as proof of the bidder's financial standing are the following:

(a). Financial statements for the last 3 years certified by an independent auditor;

### **16. Technical Qualifications, Competence, and Experience of the Bidder**

16.1 The Bidder must present a description of its company and organization, with appropriate reference to any parent company and subsidiaries. The Bidder shall also include details demonstrating the Bidder's experience and ability in selling and servicing the Internet Connectivity and other Goods listed in Section 6, Statement of Requirements. Also, each Bidder shall include a description of how it plans to manage the work included in this Bidding Document in addition to its other ongoing projects.

16.2 This information shall be included in a separate form entitled Bidders Certification of Compliance that is furnished in Section 4, Bidding Forms.

16.3 As a proof of satisfactory execution of contracts, the Bidder must provide Certificates of satisfactory execution of contracts, provided by the other contracting party to the contracts concerned in number and within the period specified in the BDS, unless otherwise specified in the BDS including contact information for verification and inspection so as to provide due diligence. Contact information shall include, at a minimum: name, function, address, e-mail, and phone number. Each reference provided shall be the client's responsible project administrator or a senior official of the client who is familiar with the Bidder's performance and with the Bidder's ISP capabilities, and who may be contacted by the Procuring Entity during the evaluation process.

16.4 The Certificate of satisfactory execution of contracts shall include the following data:

(a). The name and place of establishment of the contracting parties,

(b). The subject-matter of the contract,

(c). The value of the contract

(d). The time and place of performance of the contract,

(e). A statement concerning the satisfactory execution of contracts.

16.5 If the Bidder(s) propose a joint venture all of the information listed above must be provided for all of the joint venture members. This information shall be in separate sections, one section per joint venture member. In addition, the Bid shall provide the agreements that support the relationships between joint venture members.

16.6 The Procuring Entity reserves the right to undertake physical checking of current Bidder's technical qualifications and competence in order to make sure that the Bidder has adequate qualifications to manage this Contract.

## **Part 1: Bidding Procedures**

### **17. Documentary Technical Evidence**

- 17.1 The Bidder shall furnish, as part of its bid, documentary technical evidence establishing the conformity to the Bidding Documents of the of Internet Connectivity that the Bidder proposes to provide under the Contract and to support details provided in the Section 6, Technical Specification and Compliance Sheet.
- 17.2 The documentary evidence of conformity of the Internet Connectivity to the Bidding Documents shall be in the form of literature, diagrams, certifications, drawings brochures, or data, including:
- (a). A detailed description of the Bidder's proposed technical solution conforming in all material aspects with the Technical Requirements (Section VI) and other parts of this Bidding Document, overall as well as in regard to the essential technical and performance characteristics of each component making up the proposed Internet Connectivity.
  - (b). An item-by-item commentary on the Procuring Entity's Technical Requirements, demonstrating the substantial responsiveness of the Internet Connectivity offered to those requirements. In demonstrating responsiveness, the commentary shall include explicit cross references to the relevant pages in the supporting materials included in the bid. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical specifications, or other preprinted materials submitted with the bid, the item-by-item commentary shall prevail.
  - (c). A Preliminary Project Plan describing, among other things, the methods by which the Bidder will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Bidder proposes to use. The Plan should include a detailed Contract Implementation Schedule in bar chart form, showing the estimated duration, sequence, and interrelationship of all key activities needed to complete the Contract. In addition, the Preliminary Project Plan should state the Bidder's assessment of what it expects the Procuring Entity and any other party involved in the implementation of the Internet Connectivity to provide during implementation and how the Bidder proposes to coordinate the activities of all involved parties.

### **18. Joint Venture or Consortium**

- 18.1 If bidder is a joint venture or consortium of two or more entities, the bid must be single with the object of securing a single contract; authorized person must sign the bid and will be jointly and severally liable for the bid and any contract. Those entities must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior consent in writing of the Procuring Entity.
- 18.2 The bid may be signed by the representative of the joint venture or consortium only if he has been expressly so authorized in writing by the members of the joint venture or consortium, and the authorizing contract, notarial act or deed must be submitted to the Procuring Entity. All signatures to the authorizing instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the bid are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such joint venture or consortium must prove to the satisfaction of the Procuring Entity that they comply with the necessary legal, technical and financial requirements and have the capabilities to carry out the contract effectively.

### **19. Alternative Bids**

- 19.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.

## **Part 1: Bidding Procedures**

### **20. Period of Validity of Bids**

- 20.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Entity. A bid valid for a shorter period may be rejected by the Procuring Entity as non-responsive.
- 20.2 In exceptional circumstances, prior to expiry of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing.
- 20.3 Bidders who are not willing to extend their bid validity period for whatever reason shall be disqualified.
- 20.4 Bidders agreeing to the Procuring Entity's request for extension of their bid validity period have to express in writing their agreement to such request.
- 20.5 A bidder not agreeing to extend the validity period of his/its bid security shall be treated as a bidder refusing the Procuring Entity's request for extension of bid validity period, and as such, shall be disqualified from further bid proceeding.

### **21. Bid Securing Declaration**

- 21.1 The Bidder shall furnish as part of its bid, a Bid-Securing Declaration, if required, as specified in the BDS.
- 21.1 The Bid Securing Declaration of a Joint Venture shall be issued in the name of the Joint Venture submitting the bid provided the Joint Venture has legally been constituted, or else it shall be issued in the name of all partners proposed for the Joint Venture in the bid. Sanctions due to a breach of the terms of a Bid Securing Declaration will apply to all partners to the Joint Venture.
- 21.2 Any bid not accompanied by a substantially responsive bid securing declaration, if one is required in accordance with ITB Sub-Clause 22.1, shall be rejected by the Procuring Entity as non-responsive.

### **22. Documents Comprising the Bid**

- 22.1 All bids submitted must comply with the requirements in the Bidding Document and comprise the following:
- 22.2 Mandatory documentary evidence establishing the Bidder's qualification is the following:
- (a). Bid Submission form (form furnished in Section 4, Bidding Forms) including the following mandatory attachments:
- (i) VAT registration certificate issued by the tax authority (only domestic Bidders);
  - (ii) A valid tax clearance certificate issued by the tax authority (domestic Bidders only);
  - (iii) Business organization registration certificate or trade license issued by the country of establishment (foreign Bidders only);
  - (iv) License to operate Internet Service Provision issued by the Liberia Telecommunications Authority.
- (b). Bidder Certification of Compliance (form furnished in Section 4, Bidding Forms) including the following mandatory attachments:
- (i) Written statement by a power of attorney (or notary statement, etc.) proving that the person, who signed the bid on behalf of the company/joint venture/consortium, is duly authorized to do so;

## Part 1: Bidding Procedures

- (ii) Documents required in the BDS Clause 15.2 as proof of the bidder's financial standing;
- (iii) Certificates of satisfactory execution of contracts provided by contracting parties to the contracts successfully completed in the course of the period as specified in the BDS.
- (c). Bid Securing Declaration, in accordance with ITB Clause 22;
- (d). In the case of a bid submitted by a joint venture (JV), the Form Data on Joint Ventures, the Agreement governing the formation of joint venture, or letter of intent to form JV, including a draft agreement, in accordance with ITB Clause 4.1
- (e). Price Schedule for the Internet Connectivity and other Goods offered (it should be presented as per template furnished in Section 4, Bidding Forms) and if necessary completed by separate sheets for the details.
- (f). Any other document or information required to be completed and submitted by Bidders, as specified in the BDS.

### 23. Format and Signing of Bid

- 23.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 23 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 23.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written statement by a power of attorney (or notary statement, etc.) proving that the person, who signed the bid on behalf of the company/joint venture/consortium is duly authorized to do so and it shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for non-amended printed literature, shall be signed or initialed by the person signing the bid.
- 23.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

## D. Submission and Opening of Bids

### 24. Sealing and Marking of Bids

- 24.1 The Bidder shall enclose the original and each copy of the bid, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 24.2 The inner and outer envelopes shall:
  - (a). Be addressed to the Procuring Entity;
  - (b). Bear the subject of the procurement and procurement reference number indicated in the BDS;
  - (c). Bear the words "**Not to be opened before the time and date for bid opening**".
- 24.3 The outer envelope shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to ITB Clause 26.1.
- 24.4 If all envelopes are not sealed and marked as required, the Procuring Entity shall assume no responsibility for the misplacement or premature opening of the bid.



## **Part 1: Bidding Procedures**

### **25. Deadline for Submission of Bids**

- 25.1 Bidders may always submit their bids by registered post or by hand. Bids must be received by the Procuring Entity at the address and no later than the date and time indicated in the BDS.
- 25.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

### **26. Late Bids**

- 26.1 The Procuring Entity shall not consider any bid that arrives after the deadline for submission of bids. Any bid received by the Procuring Entity after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

### **27. Withdrawal, Substitution, and Modification of Bids**

- 27.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 23.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a). Submitted in accordance with ITB Clauses 23 and 24 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification;” and
  - (b). Received by the Procuring Entity prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 25.
- 27.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 27.1 shall be returned unopened to the Bidders. Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid.
- 27.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and expiry of the period of bid validity specified by the Bidder on the Bid Submission form or any extension thereof.

### **28. Bid Opening**

- 28.1 The Procuring Entity shall conduct the bid opening in the presence of Bidders` designated representatives who choose to attend, and at the address, date and time specified in the BDS. The opening of the bid shall not be affected by the absence of the bidders on their own will.
- 28.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification

## **Part 1: Bidding Procedures**

and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.

- 28.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a bid security, if required; and any other details as the Procuring Entity may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB Sub-Clause 26.1.
- 28.4 The Procuring Entity shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, including any discounts; and the presence or absence of a bid securing declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.
- 28.5 Any bid document not opened and read out during the bid opening proceeding shall not be considered for further evaluation.

### **E. Evaluation and Comparison of Bids**

#### **29. Confidentiality**

- 29.1 Information relating to the examination, evaluation, clarification, and comparison of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all bidders.
- 29.2 Any effort by a Bidder to influence the Procuring Entity in the examination, evaluation, and comparison of the bids or Contract award decisions may result in the rejection of its bid.
- 29.3 Notwithstanding ITB Sub-Clause 29.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the bidding process, it should do so in writing.

#### **30. Clarification of Bids**

- 30.1 To assist in the examination, evaluation, and comparison of the bids, the Procuring Entity may, at its sole discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the bids, in accordance with ITB Clause 33.
- 30.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Procuring Entity's request for clarification, its bid may be rejected.

#### **31. Responsiveness of Bids**

- 31.1 The Procuring Entity's determination of a bid's responsiveness is to be based on the contents of the bid itself.

## **Part 1: Bidding Procedures**

- 31.2 A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a). If accepted, would,
    - (i) Affect in any substantial way the scope or quality of the Internet Connectivity and other Goods specified in the Contract; or
    - (ii) Limit in any substantial way, inconsistent with the Bidding Documents, the Procuring Entity's rights or the Bidder's obligations under the Contract; or
  - (b). If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 31.3 If a bid is not substantially responsive to the salient requirements of the Bidding Document it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
- 31.4 Decisions to the effect that a bid is not substantially responsive must be duly justified in the evaluation minutes.
- 31.5 If only one Bid meets all salient requirements of the Bidding Document and is not otherwise disqualified, the Procuring Entity may still complete the full evaluation of that Bid and sign contract with that Bidder if the Bid submitted by such bidder is satisfactory to the Procuring Entity and the price offered by the bidder is comparable to or less than the market price of the required object of procurement.

### **32. Nonconformities and Omissions**

- 32.1 Provided that a bid is substantially responsive, the Procuring Entity may waive any non-conformity or omissions in the bid that does not constitute a material deviation.
- 32.2 Provided that a bid is substantially responsive, the Procuring Entity may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.
- 32.3 Provided that a bid is substantially responsive, the Procuring Entity shall rectify nonmaterial nonconformities or omissions. To this effect, the Bid Price shall be adjusted, for comparison purposes only, by the highest price quoted in this bidding process to reflect the price of the missing or non-conforming item or component.

### **33. Dubious price quotations and errors in calculation**

- 33.1 Provided that the bid is substantially responsive, the Procuring Entity shall correct arithmetical errors on the following basis:
- (a). If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

## **Part 1: Bidding Procedures**

- (b). If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (c). If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 33.2 The Procuring Entity shall correct the detected errors in calculation and notify the bidder in writing of the corrections made without any delay, requesting the bidder to confirm that he accepts the correction of the calculation error within the period specified in BDS from the date on which the notice was received. The corrections shall be clearly indicated in the bid.
- 33.3 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified.

### **34. Preliminary Examination of Bids**

- 34.1 The Procuring Entity shall examine the bids to confirm that all documentary evidence establishing the Bidder's qualification requested in ITB Clause 22 have been provided, and to determine whether bid comply with administrative requirements of the Bidding Document.
- 34.2 From the time the Bids are opened to the time the Contract is awarded, the Bidders shall not contact the Procuring Entity on any matter related to its Bid. Any effort by Bidders to influence the Procuring Entity in the examination, evaluation, ranking of Bids, and recommendation for award of Contract may result in the rejection of the Bidders' Bid.

### **35. Financial Evaluation of Bids**

- 35.1 The Procuring Entity shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 35.2 To evaluate a bid, the Procuring Entity shall only use all the criteria and methodologies defined in this Clause and in Section 3, Evaluation Methodology and Criteria. No other criteria or methodology shall be permitted.
- 35.3 To evaluate a bid, the Procuring Entity shall consider the following:
- (a). The bid price;
  - (b). Price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 33;
  - (c). Price adjustment due to discounts offered in accordance with ITB Sub-Clause 12.4;
  - (d). Adjustment for nonconformities and omissions in accordance with ITB Sub-Clause 32;
  - (e). Application of all the evaluation factors, if indicated in Section 3, Evaluation Methodology and Criteria.
- 35.4 The Procuring Entity's cost evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 12. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Internet Connectivity and other Goods. The factors to be used, if any, and the methodology of application shall be indicated in Section 3, Evaluation Methodology and Criteria.

### **36. Comparison of Bids**

- 36.1 The Procuring Entity shall compare all substantially responsive bids to determine the lowest evaluated bid as specified in Section 3: Evaluation Methodology and Criteria.

**37. Post-qualification Evaluation**

- 37.1 After identifying the successful bidder by evaluating the bid documents against the criteria set forth in this Bidding Document the Procuring Entity shall conduct post qualification evaluation to establish the current qualification of the successful Bidder (including Joint Venture Partners, and any Subcontractors) where it feels that it has to be ascertained.
- 37.2 Such post qualification evaluation of the successful bidder may relate to submission of the documentary evidence specified in ITB Clause 35, unless satisfactory documents are already included in the Bid, concerning its current legal, professional, financial, technical, design, management, and support capabilities, and conformity to the requirements stated in this Bidding Document. This determination may include visits or interviews with the Bidder's clients referenced in its bid, site inspections, and any other measures.
- 37.3 If the successful bidder fails to provide this documentary proof within 10 calendar days following the Procuring Entity's request or if the successful bidder is found to have provided false information its Bid shall be disqualified, in which event the Procuring Entity shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

**38. Acceptance or Rejection of Bids**

- 38.1 The Procuring Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

**39. Re-advertising bids**

- 39.1 The Procuring Entity may issue invitation to bid for a second time under the following circumstances:
  - (a). Where the Invitation to Bid has been unsuccessful, namely where no qualitatively or financially worthwhile Bids have been received.
  - (b). Where the best price offered by a bidder is significantly higher than the market price estimate of the object of procurement made by the Procuring Entity prior to the issuance of the invitation to bid.
  - (c). Where it is concluded that noncompliance with the rules and procedures governing bids prescribed by the Public Procurement and Concessions Act and Regulations led to the failure of the invitation to bid to attract more than one bidder, or where it is believed that modifying the bidding document could attract adequate number of bidders.
  - (d). Circumstances of Force Majeure render normal implementation of the Contract impossible.

**F. Award of Contract**

**40. Award Criteria**

- 40.1 The Procuring Entity shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**41. Announcing and Awarding of the Successful Bidder**

- 41.1 Prior to expiry of the period of bid validity, the Procuring Entity shall notify in writing the result of a bid evaluation to all bidders alike at the same time.

## **Part 1: Bidding Procedures**

- 41.2 The letter of notification to be disclosed to the unsuccessful bidders on the technical evaluation shall state the reason why they did not succeed in their bid and the identity of the successful bidder
- 41.3 A letter of award to be sent by the Procuring Entity to a successful bidder shall not constitute a contract between him and the Procuring Entity. A contract shall be deemed to have been concluded between the Procuring Entity and the successful bidder only where a contract containing detailed provisions governing the execution of the procurement in issue is signed.
- 41.4 A letter of contract award to be sent to a successful bidder may contain the following information:
- (a). That the Procuring Entity has accepted his bid;
  - (b). The total contract price;
  - (c). The list of items and their respective unit price.

### **42. Signing of Contract**

- 42.1 Promptly after notification of the proposed contract award the Procuring Entity shall send the successful Bidder the Contract.
- 42.2 Within fifteen (15) days of receipt of the notification of award, the successful Bidder shall sign, date, and return it to the Procuring Entity the Contract
- 42.3 The Procuring Entity shall not sign a contract before 14 days from the date bidders are notified of the result of their bid or of any complaint against the bid proceeding.

## Section 2. Bid Data Sheet (BDS)

Instructions for Bidders (ITB) reference	Data relevant to ITB
<b>A. Introduction</b>	
<b>ITB 1.1</b>	The Procuring Entity is: <b>[Insert]</b> Registered Address:
<b>ITB 1.1</b>	The Bidding Document is issued under Procurement Method: <b>Sole Sourcing</b>
<b>ITB 1.2 and 24.2(b)</b>	The Subject of Procurement is: <b>Provision of Internet Connectivity to Government of Liberia Ministries, Agencies and Commissions</b>
<b>ITB 1.3 and 24.2(b)</b>	The Procurement Reference Number is: <b>[insert]</b>

<b>B. Bidding Documents</b>																							
<b>ITB 7.1 and 9.4</b>	For <b>questions and/or <u>clarification purposes</u></b> only, the Procuring Entity's address is: <table border="1" style="margin-left: 20px;"> <tr> <td>Procuring Entity:</td> <td><b>[Insert]</b></td> </tr> <tr> <td>Attention:</td> <td><b>Procurement Manager</b></td> </tr> <tr> <td>Floor/Room number:</td> <td><b>???</b></td> </tr> <tr> <td>P.O. Box:</td> <td><b>??</b></td> </tr> <tr> <td>Street Address:</td> <td></td> </tr> <tr> <td>Town/City:</td> <td><b>Monrovia</b></td> </tr> <tr> <td>Post Code:</td> <td><b>??</b></td> </tr> <tr> <td>Country:</td> <td><b>Liberia</b></td> </tr> <tr> <td>Telephone:</td> <td><b>+231 ....</b></td> </tr> <tr> <td>Facsimile:</td> <td><b>??</b></td> </tr> <tr> <td>E-mail address</td> <td><b>??</b></td> </tr> </table>	Procuring Entity:	<b>[Insert]</b>	Attention:	<b>Procurement Manager</b>	Floor/Room number:	<b>???</b>	P.O. Box:	<b>??</b>	Street Address:		Town/City:	<b>Monrovia</b>	Post Code:	<b>??</b>	Country:	<b>Liberia</b>	Telephone:	<b>+231 ....</b>	Facsimile:	<b>??</b>	E-mail address	<b>??</b>
Procuring Entity:	<b>[Insert]</b>																						
Attention:	<b>Procurement Manager</b>																						
Floor/Room number:	<b>???</b>																						
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Facsimile:	<b>??</b>																						
E-mail address	<b>??</b>																						
<b>ITB 7.1 and 9.4</b>	The deadline for submission of questions and/or clarifications is: <b>Date:</b> 8 June 2018 <b>Time:</b> 5PM																						
<b>C. Preparation of Bids</b>																							
<b>ITB 12.5</b>	The Incoterms edition is: <b>N/A</b>																						
<b>ITB 14.1</b>	Bidder must provide in the Bidder Certification of Compliance Form information related to its professional qualification and capability for the current and the previous years in order to proof its professional capacity.																						

<b>ITB 16.3</b>	Bidder must submit at least <b>3</b> Certificates of satisfactory execution of contracts provided by contracting parties to the contracts successfully completed in the course of the past <b>3</b> years.																
<b>ITB 21.1</b>	The bid validity period shall be: <b>120</b> days.																
<b>ITB 22.1</b>	A bid securing declaration <b>shall be</b> required. The Bid Securing Declaration shall be in the form and wording prescribed in the Section 4: Bidding Forms																
<b>ITB 23.1</b>	In addition to the original of the bid, the number of copies required is: <b>6</b> .																
<b>D. Submission and Opening of Bids</b>																	
<b>ITB 25.1</b>	For <b>bid submission purposes</b> only, the Procuring Entity's address is: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Procuring Entity:</td> <td>[Insert]</td> </tr> <tr> <td>Attention:</td> <td>???</td> </tr> <tr> <td>Floor/Room number:</td> <td>???</td> </tr> <tr> <td>P.O. Box:</td> <td>???</td> </tr> <tr> <td>Street Address:</td> <td>???</td> </tr> <tr> <td>Town/City:</td> <td>Monrovia</td> </tr> <tr> <td>Post Code:</td> <td>???</td> </tr> <tr> <td>Country:</td> <td>Liberia</td> </tr> </table> <p><b>The deadline for bid submission is:</b>  <b>Date:</b> 22 June 2018  <b>Time:</b> 9AM</p>	Procuring Entity:	[Insert]	Attention:	???	Floor/Room number:	???	P.O. Box:	???	Street Address:	???	Town/City:	Monrovia	Post Code:	???	Country:	Liberia
Procuring Entity:	[Insert]																
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Town/City:	Monrovia																
Post Code:	???																
Country:	Liberia																
<b>ITB 28.1</b>	The <b>bid opening</b> shall take place at: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Procuring Entity:</td> <td>[Insert]</td> </tr> <tr> <td>Floor/Room number:</td> <td>???</td> </tr> <tr> <td>Street Address:</td> <td>???</td> </tr> <tr> <td>Town/City:</td> <td>???</td> </tr> <tr> <td>Post Code:</td> <td>???</td> </tr> <tr> <td>Country:</td> <td>Liberia</td> </tr> <tr> <td>Date:</td> <td>ddmmyyyy</td> </tr> <tr> <td>Time:</td> <td>9:15AM</td> </tr> </table>	Procuring Entity:	[Insert]	Floor/Room number:	???	Street Address:	???	Town/City:	???	Post Code:	???	Country:	Liberia	Date:	ddmmyyyy	Time:	9:15AM
Procuring Entity:	[Insert]																
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Country:	Liberia																
Date:	ddmmyyyy																
Time:	9:15AM																
<b>E. Evaluation, and Comparison of Bids</b>																	
<b>ITB 34.2</b>	Bidder has to confirm that he accepts the correction of the calculation error within the period of <b>2</b> days.																



## **Section 3. Evaluation Methodology and Criteria**

### **A. Evaluation Methodology**

#### **1. Methodology Used**

The evaluation methodology to be used for the evaluation of bids received shall be the Technical Compliance Selection (TCS) methodology.

#### **2. Summary of Methodology**

- 2.1 The Technical Compliance Selection methodology recommends the lowest priced bid, which is eligible, compliant and substantially responsive to the technical and commercial requirements of the Bidding Document, provided that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 2.2 The evaluation shall be conducted in three sequential stages –
- (a) a preliminary examination to determine the eligibility and administrative compliance of bidders;
  - (b) a detailed evaluation to determine the technical responsiveness of the eligible and compliant bids; and
  - (c) a financial comparison to compare costs of the eligible, compliant, responsive bids received and determine the best evaluated bid.
- 2.3 Failure of a bid at any stage of the evaluation shall prevent further consideration at the next stage of evaluation. Substantial responsiveness shall be considered a pass.

### **B. Preliminary Examination Criteria**

#### **3. Eligibility Criteria**

- 3.1 The eligibility requirements shall be determined for eligible Bidders in accordance with ITB Clause 4.
- 3.2 The documentation required to provide evidence of eligibility shall be:
- a) A certificate of Business Registration;
  - b) Articles of Incorporation;
  - c) A complete and signed Bid Submission Form with all declarations;
  - d) Fulfilment of obligations to pay taxes in Liberia where applicable (*Attach a copy of Tax Clearance Certificate*).
  - e) Internet Service Provider (ISP) License from Liberian Telecommunications Authority
  - f) Evidence of Ownership of Fibre Optic Cable or a Relationship with the Owner of Fibre Optic Cable

#### **4. Administrative Compliance Criteria**

- 4.1 The evaluation of Administrative Compliance shall be conducted in accordance with ITB Clause 34.

- 4.2 The documentation required to determine compliance to the administrative compliance criteria shall be:
- a) A complete Price Schedule
  - b) The validity date of the bid
  - c) A Notarised Powers of Attorney confirming authorisation to commit the Bidder
  - d) A Bid Securing Declaration addressed to the Procuring Entity
  - e) Evidence of Commencement of Provider Registration with the Public Procurement and Concessions Commission
  - f) Audited Financial Reports for the last 3 years
  - g) Evidence of satisfactory performance of similar contracts (*Attach 3 completion certificates or 3 Client Reference Letters*)

### **Joint Venture Arrangements**

For a Joint Venture, the documentation in Sub-clauses 3.2 shall be required for each member of the Joint Venture and the following additional documentation shall be required:

- (a) a certified copy of the Joint Venture Agreement or letter of intent to enter into such an agreement, which is legally binding on all partners, showing that:
  - (i) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - (ii) one of the partners will be nominated as being in charge, and receive instructions for and on behalf of any and all partners of the joint venture; and
  - (iii) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- (b) a Power of Attorney from each member of the JV nominating a Representative  
in the JV and a Power of Attorney from the JV nominating a representative who shall  
have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

## **C. Detailed Evaluation Criteria**

### **4. Technical Criteria**

- 4.1 Technical responsiveness shall be evaluated in accordance with ITB Clause 35.4.
- 4.2 The Statement of Requirements details the minimum technical requirements. Responsiveness shall be determined by comparison of the specification offered to the specification required in Section 6 and the evaluation shall be conducted on a pass/fail basis. Substantial responsiveness shall be considered a pass.

## **D. Financial Comparison Criteria**

**5. Costs to be included in Bid Price**

The financial comparison shall be conducted in accordance with ITB Clause 36. The costs to be included in the bid price bid are:

- (a) the unit and total price based on the delivery terms requested and the quantity specified in Section 6;
- (b) taxes, duties and levies;

**6. Determination of Best Evaluated Bid**

6.1 The bid with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the best evaluated bid.

**E. Post-qualification**

The Procuring Entity shall undertake a post qualification on the Best Evaluated Bidder to confirm whether the best evaluated bidder has the capacity and financial resources to execute the assignment.

**Section 4.**

**Bidding Forms**

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**Part 1: Bidding Procedures**

**A. Bid Submission Form**

**Place and Date**

**Procurement Reference Number:**

**To:**

<i>[insert name and address of the Procuring Entity]</i>
<b>Monrovia</b>
<b>Liberia</b>

**SUBMITTED BY<sup>1</sup>:**

	<b>Complete Legal Name and Address of the Seat of the Bidder</b>	<b>Nationality<sup>2</sup></b>
<b>Leader<sup>3</sup></b>		
<b>Member</b>		
<b>Etc.</b>		

In response to your Bidding Document for the above Procurement Number:, we, the undersigned, hereby declare that:

- (a) We have examined and accept in full the content of the Bidding Document for the, Procurement Number: \_\_\_\_\_
- (b) We hereby accept its provisions in their entirety, without reservation or restriction.
- (c) We offer to supply in conformity with the Bidding Documents and in accordance with the delivery schedule specified in the Statement of Requirements the Internet Connectivity for: ;
- (d) The total price of our Bid, excluding any discounts offered in item (e) below is:\_\_\_\_\_
- (e) The discounts offered and the methodology for their application are:  
 Unconditional Discounts: If our bid is accepted, the following discounts shall apply. .  
 Methodology of Application of the Discounts: The discounts shall be applied using the following method: ;  
 Conditional Discounts: If our bid(s) are accepted, the following discounts shall apply:  
 \_\_\_\_\_.  
 Methodology of Application of the Discounts: The discounts shall be applied using the following method:\_\_\_\_\_;
- (f) Our bid shall be valid for a period of \_\_\_\_ days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before expiry of that period;

<sup>1</sup> One signed original Bid Submission Form must be supplied together with the number of copies specified in the Instruction to Bidders.

<sup>2</sup> Country in which the legal entity is registered.

<sup>3</sup> Add/delete additional lines for members as appropriate. Note that a subcontractor is not considered to be a member for the purposes of this bidding procedure. If this bid is being submitted by an individual bidder, the name of the bidder should be entered as "leader" and all other lines should be deleted.

## Part 1: Bidding Procedures

- (g) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
  - i. Those prices;
  - ii. The intention to submit a bid; or
  - iii. The methods or factors used to calculate the prices offered.
- (h) The prices in this bid have not been and will not be knowingly disclosed directly or indirectly, to any other bidder or competitor before bid opening.
- (i) We, including any subcontractors for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITB Clause 4.1 and have not been debarred by a decision of the Public Procurement and Concessions Commission from participating in public procurements for breach of our obligation under previous contract;
- (j) We are not insolvent, in receivership, bankrupt or being wound up, nor have had our business activities suspended and not been the subject of legal proceedings for any of the foregoing;
- (k) We have fulfilled our obligations to pay taxes according to Liberian Tax laws
- (l) We have read and understood the provisions on fraud and corruption in GCC Clause 5 and confirm and assure to the Procuring Entity that we will not engage ourselves into these evil practices during the procurement process and the execution of any resulting contract;
- (m) We have not committed an act of embezzlement, fraud or connivance with other bidders.
- (n) We have not given or have been offered to give inducement or bribe to an official or procurement staff of the Procuring Entity to influence the result of the bid in our favor.
- (o) We are not participating, as Bidders, in more than one bid in this bidding process, other than alternative bids in accordance with the Bidding Document;
- (p) We do not have any conflict of interest and have not participated in the preparation of the original Statement of Requirements for the Procuring Entity;
- (q) We, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries: \_\_\_\_\_
- (r) Offered Internet Connectivity and related goods do not originate in a country in respect of which the Government of the Republic of Liberia has imposed trade ban;
- (s) Offered Internet Connectivity and related goods do not originate in a country under trade embargo of the Security Council of the United Nations in which transacting with any business organization or individual who is the national of that country is prohibited;
- (t) We will inform the Procuring Entity immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognize and accept that any inaccurate or incomplete information deliberately provided in this bid may result in our exclusion from this and other contracts funded by the Government of the Republic of Liberia.
- (u) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall not constitute a binding contract between us, until a formal contract is prepared and executed.
- (v) We understand that you reserve the right to reject any or all bids that you may receive.

Name: \_\_\_\_\_

In the capacity of: \_\_\_\_\_.

Signed: \_\_\_\_\_

**Part 1: Bidding Procedures**

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_.  
Dated on *[insert day]* day of \_\_, 20\_\_

**Part 1: Bidding Procedures**

**B. Price Schedule for Internet Connectivity<sup>4</sup>**

**Place and Date**

**Procurement Reference No.:**

**To:**

*[Insert Name and address of Procuring Entity]*  
**Monrovia, Liberia**

Description	Unit	Quantity	Price (USD)	Amount (USD)
<b>Equipment</b>				
A) Provision, Installation and Commissioning of a fully managed Internet Service over a metro fiber optic connectivity to support voice, video and data services.	Each	1		
<b>Recurring Charges</b>				
B) Monthly recurring charge <i>[specify the no. of mbps]</i>	Month	12		
<b>Sub Total (A + B)</b>				
<b>VAT at .... %</b>				
<b>Grand Total</b>				

Name: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_

Dated on *[insert day]* day of *[insert month]*, 20*[insert year of signing]*

<sup>4</sup> Fill data into table columns as appropriate.



**C. Bid Securing Declaration**

Date: *[insert date (as day, month and year)]*

Subject of procurement and Reference No.: *[insert Procurement Reference Number of bidding process]*

To: *[insert complete name and address of Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. I/We accept that we will automatically be suspended by the Public Procurement and Concessions Commission from being eligible for bidding in any contract with the Government of Liberia, if we are in breach of our obligation(s) under the bid conditions, because we:
  - (a) have withdrawn our bid during the period of bid validity specified by us in the Bid Submission form or
  - (b) having been notified of the acceptance of our bid by the Procuring Entity during the period of bid validity fail or refuse to (i) sign the contract, or (ii) fail or refuse to accept the correction of our bid by the Procuring Entity, pursuant to ITB Clause 33.2;
3. I/We understand this Bid Securing Declaration shall cease to be valid if I/we are not the successful Bidder, upon the earlier of (i) the expiry of the notice of best evaluated bidder or (ii) upon the expiration of the validity of my/our bid on the *[insert bid validity date]*,

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the bid securing declaration for and on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

Corporate Seal or stamp (where appropriate)

\*Please delete as appropriate

## Section 5.

## Eligible Countries

### A. Eligible Countries

**Procurement Reference Number:**

All countries are eligible except countries subject to the following provisions.

A country shall not be eligible if:

- (a). As a matter of law or official regulation, the Government of the Republic of Liberia prohibits commercial relations with that country, provided that the Government of the Republic of Liberia is satisfied that such exclusion does not preclude effective competition for the provision of goods or related services required; or
- (b). By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of the Republic of Liberia prohibits any import of Goods from that country or any payments to persons or entities in that country.

# **Part 2      Statement of Requirement**

## Section 6.

## Statement of Requirements

### Provision of Internet to Government of Liberia Ministries, Agencies and Commissions

#### 1. Background

The [Insert Name of MAC] invites sealed bids for provision of internet connectivity.

#### 2. Objectives

The main objective is to have dedicated, stable and reliable and high quality (speed and uptime) internet connect to enable each Ministry, Agency and Commission conduct its activities with minimal or no disruptions. It is intended that the envisaged internet connectivity shall be able to support voice, data and video communication.

#### 3. Duration of Services

The services shall be required for a period of 12 Months.

#### 4. Scope of the Requirement

Technical Requirements		
No.	Requirement	Description
1.	Speed/Bandwidth/Committed Information Rate (CIR)	<i>See Annex 1 Attached.</i>
2.	Media	Fiber Optic Cable
3.	Nature of Setup	Dedicated internet connection
4.	Service Reliability	Overall uptime should be 99.15 - 99.9999%
5.	Service Availability	24/7/365
6.	Packet Loss	Not greater than 0.5%
7.	Latency	Not more than 40 Milliseconds to upstream provider
8.	Service Credit	Up to 75% of actual monthly invoice for more than 72 hours cumulative monthly time of outages
9.	Equipment	The vendor shall provide brand new equipment and accessories, including installation, maintenance and improving the provision of the requested services. The vendor will maintain adequate spare equipment to be used for functions, in emergency situations, and any ad-hoc required internet connections.
10.	Backup	The vendor should be able to provide a backup internet link should the primary link to the internet backbone become nonoperational.

11.	Security	Data Confidentiality guarantees. The vendor may not scan traffic, and if this should be done for finding network problems in the network, a prior agreement must be obtained.
12.	Scalability	High fault tolerance network that shall allow for growth and upgrade to be performed with no or very little impact to the Agency.
<b>Other Requirements</b>		
13.	Network Monitoring and Reporting	The vendor shall provide a Network Monitoring Software that will deliver detailed reporting and graphing. There should be Traffic Management, network monitoring and access to raw log file. The vendor shall provide weekly reports on network performance, utilization and usage analysis.
14.	Scheduled Maintenance	To be done by the vendor. At least 5 working days' notice.
15.	Response Time	Maximum 1 hour from the time when the vendor help desk is informed
16.	Restoration Time	1 hour
17.	Onsite Support	Maximum 4 hours from the time an issue has been reported The provider must have physical presence, including availability of technical support, in Liberia.
18.	Use of web based/email ticketing system	The vendor shall use ticketing system for any issue or query raised by the Agency. A ticket shall be generated for all cases. The ticketing system and report shall be accessible to the Agency focal point person.
19.	Support Team	The vendor shall have qualified and experienced engineers/technical support team.
20.	Training	Provide basic training to the Agency staff for the installed equipment/devices in order to troubleshoot minor faults or errors
21.	Customer Interface	Provide a customer web-based interface to enable customer monitoring, including availability statistics, bandwidth usage, etc. (Libtelco shall provide a customer interface for PPCC for each GOL entity)

**Annex 1: Speed/Bandwidth/Committed Information Rate for each Entity**

No.	Name of Entity	Band Width Requirement
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
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38		

No.	Name of Entity	Band Width Requirement
39		
40		
41		
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43		
44		
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46		
47		
48		
49		
50		

## Section 7.

## Specification and Compliance Form

**Column b** states the minimum technical specification of the Internet Connectivity required by the Procuring Entity. The Bidder is to complete **column c** with the technical specification of the Internet Connectivity to be offered and to state “comply” or “not comply” and give details of the areas of non-compliance. **Column d** provides the technical literature of the specification offered.

No.	Technical Specification required including applicable standards		Compliance of specification offered	Technical literature on specification offered in column c
a	b		c	d
1.	Speed/Bandwidth/ Committed Information Rate (CIR)	As per annex		
2.	Media	Fiber Optic Cable		
3.	Nature of Setup	Dedicated internet connection		
4.	Service Reliability	Overall uptime should be 99.15 - 99.9999%		
5.	Service Availability	24/7/365		
6.	Packet Loss	Not greater than 0.5%		
7.	Latency	Not more than 40 Milliseconds to upstream provider		
8.	Service Credit	Up to 75% of actual monthly invoice for more than 72 hours cumulative monthly time of outages		
9.	Equipment	The vendor shall provide brand new equipment and accessories, including installation, maintenance and improving the provision of the requested services. The vendor will maintain adequate spare equipment to be used for functions, in emergency situations, and any adhoc required internet connections.		



No.	Technical Specification required including applicable standards		Compliance of specification offered	Technical literature on specification offered in column c
a	b		c	d
10.	<b>Backup</b>	The vendor should be able to provide a backup internet link should the primary link to the internet backbone become nonoperational.		
11.	<b>Security</b>	Data Confidentiality guarantees. The vendor may not scan traffic, and if this should be done for finding network problems in the network, a prior agreement must be obtained.		
12.	<b>Scalability</b>	High fault tolerance network that shall allow for growth and upgrade to be performed with no or very little impact to the Agency.		
<b>Other Requirements</b>				
13.	<b>Network Monitoring and Reporting</b>	The vendor shall provide a Network Monitoring Software that will deliver detailed reporting and graphing. There should be Traffic Management, network monitoring and access to raw log file. The vendor shall provide weekly reports on network performance, utilization and usage analysis.		
14.	<b>Scheduled Maintenance</b>	To be done by the vendor. At least 5 working days' notice.		
15.	<b>Response Time</b>	Maximum 1 hour from the time when the vendor help desk is informed		
16.	<b>Restoration Time</b>	1 hour		

No.	Technical Specification required including applicable standards		Compliance of specification offered	Technical literature on specification offered in column c
a	b		c	d
17.	<b>Onsite Support</b>	Maximum 4 hours from the time an issue has been reported The provider must have physical presence, including availability of technical support, in Liberia.		
18.	<b>Use of web based/email ticketing system</b>	The vendor shall use ticketing system for any issue or query raised by the Agency. A ticket shall be generated for all cases. The ticketing system and report shall be accessible to the Agency focal point person.		
19.	<b>Support Team</b>	The vendor shall have qualified and experienced engineers/technical support team.		
20.	<b>Training</b>	Provide basic training to the Agency staff for the installed equipment/devices in order to troubleshoot minor faults or errors		
21.	<b>Customer Interface</b>	Provide a customer web-based interface to enable customer monitoring, including availability statistics, bandwidth usage, etc. (Libtelco shall provide a customer interface for PPCC for each GOL entity)		

The detailed technical evaluation will examine the technical specification of the items offered in **column c** and determine whether this meets the minimum specification in **column b**. Bidders must complete **column c** or the bid will be rejected. **Bidders are required to use column d to include technical literature to support the details provided in column c.**

To perform SLA reporting interface with customer status and alerts on customer violations;

# **Part 3      Contract**

# **CONTRACT FOR PROVISION OF INTERNET CONNECTIVITY**

**BETWEEN**

*[Insert Name of Government Ministry,  
Agency or Commission]*

**AND**

*[Insert Name of Provider]*

# Agreement

Procurement Reference No: \_\_\_\_\_

This Agreement is made the \_\_\_\_ day of the month of \_\_\_\_\_, \_\_\_\_\_,

between \_\_\_\_\_ of \_\_\_\_\_

(hereinafter called the "Procuring") and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called the "Provider").

## WHEREAS

- (a) the Procuring Entity has requested the Provider to provide certain services (hereinafter called the "Services") as defined herein and attached to this Contract;
- (b) the Provider having represented to the Procuring Entity that it has the required skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
- 2. In consideration of the payments to be made by to the Provider as indicated in this Agreement, the Provider hereby covenants with the Procuring Entity to provide the Services in conformity in all respects with the provisions of the Contract.
- 3. The Procuring Entity, through the Ministry of Finance and Development Planning, hereby covenants to pay the Provider in consideration of the provision of the Services, the Contract Price of \_\_\_\_\_ or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

### FOR THE PROCURING ENTITY:

Name: _____ <i>(Authorized Representative)</i>	Position: _____
Signature: _____	Date: _____

In the presence of:

Name: _____ <i>(Witness)</i>	Position: _____
Signature: _____	Date: _____

**FOR THE PROVIDER:**

Name: _____ <i>(Authorized Representative)</i>	Position: _____
Signature: _____	Date: _____

In the presence of:

Name: _____ <i>(Witness)</i>	Position: _____
Signature: _____	Date: _____

## Section 8.            General Conditions of Contract

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## A. General Provisions

### 1. Definitions

- 1.1 The headings and titles of these General Conditions of Contract shall not limit, alter or affect the meaning of the Contract.
- 1.2 Unless the context otherwise requires, the following words and terms shall have the meanings assigned to them:
- (a) “Contract” means the Agreement entered into between the Parties and includes the Contract Documents.
  - (b) “Contract Documents” means the documents listed in the GCC, including all attachments, appendices, and all documents incorporated by reference therein, and shall include any amendments thereto.
  - (c) “Contract Price” means the sum stated in the Agreement representing the total amount payable for the provision of the Services.
  - (d) “Day” means working day. “Month” means calendar month.
  - (e) “Eligible Countries” means the countries and territories eligible as listed in the SCC.
  - (f) “GCC” means the General Conditions of Contract.
  - (g) “Party” means the Procuring Entity or the Provider, as the case may be, and “Parties” means both of them.
  - (h) “Personnel” means persons engaged by the Provider or by any Sub-contractor as employees and assigned to the performance of the Services or any part thereof;
  - (i) “Procuring Entity” means the entity purchasing the Internet Connectivity Services, as specified in the Agreement.
  - (j) “Provider” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Procuring Entity and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Provider.
  - (k) “SCC” means the Special Conditions of Contract.
  - (l) “Services” means the services to be performed by the Provider as described in the contract.
  - (m) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Services to be provided or execution of any part of the Services is subcontracted by the Provider.
- 1.3 The word “Government” shall mean the Government of the Republic of Liberia.
- 1.4 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent between the Procuring Entity and the Provider.

## **2. Corrupt Practices**

- 2.1 It is the Government of Liberia’s policy to require that Procuring Entities, as well as Bidders and Providers under Government financed contracts, observe the highest standards of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Government of Liberia:
- a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a public official in the procurement process or in contract execution; and
    - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
    - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
    - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - b) will suspend a firm, either indefinitely or for a stated period of time, from being awarded a Government funded contract if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government funded Contract.
- 2.2 The Provider shall permit the Government of Liberia to inspect the Provider’s accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Government of Liberia, if so required by the Government.
- 2.3 In pursuit of the policy defined in GCC Clause 2.1, the Procuring Entity may terminate a Contract for Services if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Procuring Entity or of a Provider, during the procurement or the execution of that contract, without the Procuring Entity having taken timely and appropriate action satisfactory to the Government of Liberia to remedy the situation.

## **B. The Contract**

### **3. Contract Documents**

- 3.1 The documents forming the Contract shall be interpreted in the following order of priority:
- a) Agreement,
  - b) Provider’s Bid as amended by clarifications,
  - c) Special Conditions of Contract,

- d) General Conditions of Contract,
- e) Statement of Requirements,
- f) Service Level Agreement
- g) any other document listed in the SCC as forming part of the Contract.

All documents forming the Contract are intended to be correlative, complementary, and mutually explanatory.

- 3.2 No amendment, modification or other variation of the Contract shall be valid unless an Amendment to Contract is made in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto.
- 3.3 If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- 3.4 Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Procuring Entity or the Provider may be taken or executed by the authorised representatives specified in the SCC.
- 3.5 The Contract constitutes the entire agreement between the Procuring Entity and the Provider and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

#### **4. Governing Law**

- 4.1 The Contract shall be governed by and interpreted in accordance with the laws of Liberia unless otherwise specified in the SCC.

#### **5. Language**

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Provider and the Procuring Entity, shall be written in English unless specified otherwise in the SCC.

#### **6. Notices**

- 6.1 Any notice, request or consent required or permitted to be given or made pursuant to the Contract shall be in writing. Any such notice shall be deemed to have been given when delivered to the authorised representative of the Party at the address specified in the SCC.
- 6.2 A Party may change its address for notice hereunder by giving the other Party notice of such change.

#### **7. Assignment**

- 7.1 The Procuring Entity or the Provider shall not assign, in whole or in part, their obligations under this Contract, except with the prior written consent of the other party.

## **8. Subcontracting**

- 8.1 The Provider shall request approval in writing from the Procuring Entity of all subcontracts awarded under the Contract that are not included in the Contract. Subcontracting shall in no event relieve the Provider from any of its obligations, duties, responsibilities or liability under the Contract.
- 8.2 Subcontracts shall comply with the provisions of GCC Clauses 2 and 27.

## **9. Change Orders and Contract Amendments**

- 9.1 The Procuring Entity may at any time request the Provider through notice in accordance with GCC Clause 6, to make changes within the general scope of the Contract.
- 13.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Provider for adjustment must be asserted within twenty-eight days from the date of the Provider's receipt of the Procuring Entity's change order.
- 13.3 Prices to be charged by the Provider for any additional Services or any related Supplies or Works that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Provider for similar services.

## **10. Change in Laws**

- 10.1 Unless otherwise specified in the Contract, if after the date of the Bidding Document, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Liberia or where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Statement of Requirements and/or the Contract Price, then such Statement of Requirements and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Provider has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the contract amendment provisions in accordance with GCC Clause 9 or price adjustment in accordance with GCC Clause 23.

## **11. Taxes and Duties**

- 11.1 The Provider shall bear and pay all taxes, duties, and levies imposed on the Provider, by all municipal, state or national government authorities, both within and outside Liberia, in connection with the provision of the Services to be supplied under the Contract.
- 11.2 For the purpose of the Contract, it is agreed that the Contract Price specified in the Agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) days prior to the date of bid submission in Liberia (called "tax" in this clause). If

any tax rates are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of the Contract, which was or will be assessed on the Provider, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

## **12. Force Majeure**

- 12.1 For the purposes of the Contract, “Force Majeure” shall mean an event or events which are 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 power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- 12.2 Force Majeure shall not include
- (a) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-contractors or agents or employees; nor
  - (b) any event which a diligent Party could reasonably have been expected to both:
    - (i) take into account from the effective date of the Contract; and
    - (ii) avoid or overcome in the carrying out of its obligations; nor
  - (c) insufficiency of funds or failure to make any payment required hereunder.
- 12.3 The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, the Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract.
- 12.4 A Party affected by an event of Force Majeure shall take all reasonable measures to
- (a) remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay; and
  - (b) minimise the consequences of any event of Force Majeure.
- 12.5 A Party affected by an event of Force Majeure shall notify the other Party of such event 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.
- 12.6 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Provider shall be entitled to continue to be paid under the terms of the Contract

as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

- 12.7 Not later than thirty (30) days after the Provider, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing appropriate measures to be taken in the circumstances.

### **13. Suspension of Assignment**

- 13.1 The Procuring Entity may, by written notice of suspension of the assignment to the Provider, suspend all payments to the Provider hereunder if the Provider fails to perform any of its obligations under the Contract, including the carrying out of the Services, provided that such notice of suspension shall:
- (a) specify the nature of the failure; and
  - (b) request the Provider to remedy such failure within a period not exceeding thirty days after receipt by the Provider of such notice of suspension.

### **14. Termination**

- 14.1 The Procuring Entity may, by not less than thirty days written notice of termination to the Provider (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty days), such notice to be given after the occurrence of any of the events specified in GCC Clause 14.1 (a) to (g), terminate the Contract if:
- (a) the Provider fails to remedy a failure in the performance of its obligations as specified in a notice of suspension of assignment pursuant to GCC Clause 13 within thirty days of receipt of such notice of suspension of assignment or within such other period agreed between the Parties in writing;
  - (b) the Provider becomes, or if any of the Provider's Members becomes, insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary (other than for a reconstruction or amalgamation) in such event, termination will be without compensation to the provider, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity;
  - (c) the Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 17 hereof;
  - (d) the Provider submits to the Procuring Entity a statement which has a material effect on the rights, obligations or interests of the Procuring Entity and which the Procuring Entity knows to be false;
  - (e) the Provider is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days;

- (f) the Procuring Entity, in its sole discretion and for any reason whatsoever, decides to terminate the Contract; or
- (g) the Provider, in the judgment of the Procuring Entity, has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract.
- (h) where the PPCC or Court direct that a contract should be terminated.

#### 14.2. Termination for Convenience

- (a) The Procuring Entity, by notice sent to the provider and PPCC, may terminate the Contract, in whole or in part at any time, for its convenience. The notice of Termination shall specify that the termination is for the Procuring Entity's convenience, the extent to which performance of the provider under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Supplies that are complete and ready for shipment within twenty-eight (28) days after the Provider's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining supplies, the Procuring Entity may elect:
  - (i) to have any portion completed and delivered at the Contract terms and Prices: and/or
  - (ii) to cancel the remainder and pay to the Provider an agreed amount for partially completed Supplies and related services and for materials and parts previously procured by the provider.

#### 14.3 Termination for Non-Performance

If, after 6 Months from the effective date of this contract, the service levels in the Service Level Agreement have fallen below the stipulated standards for 4 of 6 months, the Procuring Entity shall terminate the contract with the provider. Such Notice of Termination shall be made one (01) months prior to the end of the 6<sup>th</sup> Month.

14.4 The Provider may, by not less than thirty days written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in GCC Clause 14.2

- (a) to (d) terminate the Contract if:
  - (a) the Procuring Entity fails to pay any money due to the Provider pursuant to the Contract and not subject to dispute pursuant to GCC Clause 17 within thirty days after receiving written notice from the Provider that such payment is overdue;
  - (b) the Procuring Entity is in material breach of its obligations pursuant to the Contract and has not remedied the same within thirty days (or such longer period as the Provider may have subsequently approved in writing) following the receipt by the Procuring Entity of the Provider's notice specifying such breach;
  - (c) the Provider is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days; or
  - (d) the Procuring Entity fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 17 hereof.

14.5 If either Party disputes whether an event specified GCC Clauses 14.1 or GCC Clause 14.2 has occurred, such Party may, within thirty days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 17 and the Contract

shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

## **15. Cessation of Rights and Obligations or Services**

- 15.1 Upon termination of the Contract pursuant to GCC Clause 14, or upon completion of the Services pursuant to GCC Clause 20 hereof, all rights and obligations of the Parties hereunder shall cease, except:
- (a) such rights and obligations as may have accrued on the date of termination or completion;
  - (b) the obligation of confidentiality set forth in GCC Clause 3;
  - (c) the Provider's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Sub-Clause 2.2; and
  - (d) any right which a Party may have under the Governing Laws.

## **16. Cessation of Services**

- 16.1 Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clause 14 the Provider 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 expenditures for this purpose to a minimum.

## **17. Settlement of Disputes**

- 17.1 The Procuring Entity and the Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract or interpretation thereof.
- 17.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight days from the commencement of such consultation, either party may require that the dispute be referred for resolution by Arbitration in accordance with the Liberian Commercial Code of 2010.

## **18. Liquidated Damages**

- 18.1 If so stated in the SCC, the Provider shall pay liquidated damages to the Procuring Entity at the rate per day stated in the SCC for each day that the Internet Connectivity falls below the agreed uptime. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Entity may deduct liquidated damages from payments due to the Provider. Payment of liquidated damages shall not affect the Provider's liabilities.

## **19. Commencement of Services**

- 19.1 The Provider shall commence the Services within the time period after the date of the Agreement whichever is the earlier which shall be detailed in the SCC.
- 19.2 If the Contract has not become effective within such time period after the date of Contract stated in GCC Sub-Clause 19.1, either Party may, by not less than four weeks' written notice to the other Party, declare the Contract to be null and void, and in the event of such a



declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

## **20. Completion Period and Completion of the Services**

- 20.1 The period for the completion or the period within which the Services are required to be performed shall be detailed in the SCC. The completion period shall commence from the date of the commencement of the Services detailed in GCC Sub-Clause 19.1.
- 20.2 The completion of the Services shall be in accordance with the Agreement.

## **C. Obligations of the Procuring Entity**

### **21. Provision of Information and Assistance**

- 21.1 The Procuring Entity shall supply the Provider with any information or documentation at its disposal which may be relevant to the performance of the contract. Such documents shall be returned to the Procuring Entity at the end of the period of the Contract.
- 21.2 The Procuring Entity shall issue to its employees, agents and representatives all such instructions as may be necessary or appropriate to facilitate the prompt and effective performance of the Services.
- 21.3 The Procuring Entity shall give the Provider access to its premises, where required for the performance of the Services, and assist the Provider with any security documentation necessary at the premises where the Services are to be performed in accordance with the Contract.

## **D. Payment**

### **22. Contract Price**

- 22.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 22.2 The Contract Price shall include the total cost for performing the Services and shall include payments for all Personnel, materials and supplies used for the Services and any other overhead or incidental costs.
- 22.3 The Contract Price shall be paid in accordance with the payment schedule in the SCC.
- 22.4 The Contract Price may only be increased if the Parties have agreed to additional payments by contract amendment in accordance with GCC Clause 9.

### **23. Price Adjustments**

- 23.1 Contracts shall be at fixed prices which shall not be revised or varied.

### **24. General Payment Procedure**

- 24.1 In consideration of the Services performed by the Provider under the Contract, Payment shall be made to the Provider in such manner as is provided by the Contract.
- 24.2 Payments shall be made in response to requests made by the Provider. The Provider's request for payment shall be made to the Ministry of Finance and Development Planning in

writing by production of an invoice supported by the documentation required and as specified in the SCC.

- 24.3 Unless otherwise specified in the SCC, payments shall be made by the Ministry of Finance and Development Planning, no later than thirty days after submission of a request for payment by the Provider. The Procuring Entity shall certify or reject such requests for payment within five days from receipt. Where such payment requests are rejected, the Procuring Entity shall promptly advise the Provider of the reasons for rejection.
- 24.4 The Ministry of Finance and Development Planning shall not unreasonably withhold any undisputed portion of a request for payment. The Ministry of Finance and Development Planning shall notify the Provider of the inadmissibility of a request for payment due to an error, discrepancy, omission or any other reason so that the Parties may resolve such error, discrepancy, omission or other fault and agree a solution to enable payment of the corrected request for payment. Only such portion of the request for payment that is inadmissible may be withheld from payment. Should any discrepancy be found to exist between actual payment made and costs authorised to be incurred by the Provider, the Ministry of Finance and Development Planning may add or subtract the difference from any subsequent payments.
- 24.5 Any amount which the Ministry of Finance and Development Planning has paid or caused to be paid which is in excess of the amounts actually payable in accordance with the provisions of the Contract, shall be reimbursed by the Provider to the Ministry of Finance and Development Planning within thirty days after receipt by the Provider of a notice thereof. Any such claim by the Ministry of Finance and Development Planning for reimbursement must be made within twelve months.

## **25. Advance Payment**

- 25.1 No Advance Payment shall be made to the provider in respect of the provision of the services prescribed under this contract.

## **E. Obligations of the Provider**

### **26. Obligations of the Provider**

- 26.1 The Provider shall perform the Services under the contract with due care, efficiency and diligence, in accordance with best professional practices.
- 26.2 The Provider shall respect and abide by all laws and regulations in force. The Provider shall indemnify the Procuring Entity against any claims and proceedings arising from any infringement by the Provider, its sub-contractors or their employees of such laws and regulations.
- 26.3 The Provider shall ensure that services conform to applicable environmental and quality standards, that no chemical or other product/equipment is used in such a way as to cause negative impact on the environment in general and occupational health hazards for the

personnel of the Procuring Entity in particular, and shall employ the most recent technology, safe and effective equipment, machinery, materials and methods, as necessary. The Provider shall always act, in respect of any matter relating to this Contract, to safeguard the Procuring Entity's legitimate interests, pursuant to Conditions of this Contract

26.4 The Provider shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:

a) entering into a subcontract for the performance of any part of the Services, it being understood that the Provider shall remain fully liable for the performance of the Services by the Sub-contractor and its Personnel pursuant to the Contract;

26.5 The Provider shall furnish the Procuring Entity with any personnel data or information required by the Procuring Entity to arrange the provision of documentation required in accordance with GCC Clause 21.3.

## **27. Eligibility**

27.1 The Provider and its Subcontractors shall have the nationality of an eligible country. A Provider or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

27.2 The Provider and its Sub-contractors shall provide Personnel who shall be citizens of eligible countries and use supplies with their origin from an eligible country.

## **28. Code of Conduct**

28.1 The Provider shall at all times refrain from making any public statements concerning the Services without the prior approval of the Procuring Entity, and from engaging in any activity which conflicts with its obligations towards the Procuring Entity under the contract. It shall not commit the Procuring Entity without its prior written consent, and shall, where appropriate, make this obligation clear to third parties.

## **29. Indemnification**

29.1 At its own expense, the Provider shall indemnify, protect and defend, the Procuring Entity, its agents and employees, from and against all actions, claims, losses or damage arising from any act or omission by the Provider in the performance of the Services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

29.2 At its own expense, the Provider shall indemnify, protect and defend the Procuring Entity, its agents and employees, from and against all actions, claims, losses or damages arising out of the Provider's failure to perform its obligations provided that:

(a) the Provider is notified of such actions, claims, losses or damages not later than 30 days after the Procuring Entity becomes aware of them;

- (b) the ceiling on the Provider's liability shall be limited to an amount equal to the contract value, but such ceiling shall not apply to actions, claims, losses or damages caused by the Provider's wilful misconduct;
  - (c) the Provider's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.
- 29.3 The aggregate liability of the Provider to the Procuring Entity shall not exceed the total contract value.
- 29.4 The Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:
- a) the Procuring Entity omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Provider, or requiring the Provider to implement a decision or recommendation with which the Provider disagrees or on which it expresses a serious reservation; or
  - b) the improper execution of the Provider's instructions by agents, employees or independent contractors of the Procuring Entity.
- 29.5 The Provider shall remain responsible for any breach of its obligations under the contract for such period after the Services have been performed as may be determined by the law governing the contract.

### **30. Insurance to be Taken Out by the Provider**

- 30.1 The Provider shall take out, maintain and shall cause any Sub-contractors to take out and maintain, at their own cost insurance coverage against the risks and on terms and conditions approved by the Procuring Entity as shall be specified in the SCC.
- 29.2 The Provider shall at the Procuring Entity's request, provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained.

### **31. Accounting, Inspection and Auditing**

- 31.1 The Provider shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and costs.

## **F. Performance of the Services**

### **32. Scope of Services**

- 32.1 The Services to be provided shall be as specified in the Statement of Requirements in the Contract.
- 32.2 The Services shall be performed at such locations as are specified in the Statement of Requirements.

### **33. Provider's Personnel**

- 33.1 The Provider shall employ and provide such qualified and experienced Personnel and Sub-contractors as are required to carry out the Services. The Provider shall be responsible for the performance of the Personnel.
- 33.2 The Provider shall ensure that a manager, acceptable to the Procuring Entity, takes charge of the performance of the Services.

**34. Working hours of the Personnel**

- 34.1 Where the Services are performed on a regular basis at the premises of the Procuring Entity, the Provider shall work the hours agreed with the Procuring Entity where not specified in the Statement of Requirements or the SCC.

**35. Replacement of Personnel**

- 35.1 If the Procuring Entity requests the Provider to remove a person who is a member of the Provider's staff or work force, stating the reasons, the Provider shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

**36. Performance Security**

- 36.1 Performance Security shall not be required.

## Section 9.

## Special Conditions of Contract

GCC clause reference	Special Conditions of Contract																				
	The Procurement Reference Number is:																				
GCC 1.2(e)	<b>Eligible Countries:</b> The Eligible Countries are those listed in Section 5 of the Bidding Document.																				
GCC 3.1(f)	The other documents forming part of the Contract are:																				
GCC 3.4	<b>Authorised Representatives:</b> The Authorised Representatives are: For the Procuring Entity: For the Provider:																				
GCC 4.1	<b>Law:</b> The Governing Law shall be the Law of Liberia.																				
GCC 5.1	<b>Language:</b> The language of the contract shall be English.																				
GCC 6.1	<p>For <b>notices</b>, the Procuring Entity's address shall be:</p> <table border="1" data-bbox="487 945 1396 1197"> <tr> <td colspan="2"><b>Attention:</b></td> </tr> <tr> <td><b>Street Address:</b></td> <td><b>Floor/Room number:</b></td> </tr> <tr> <td><b>Town/City:</b></td> <td><b>PO Box:</b></td> </tr> <tr> <td><b>Country:</b></td> <td><b>Telephone:</b></td> </tr> <tr> <td><b>Fax No:</b></td> <td><b>Email address:</b></td> </tr> </table> <p>For <b>notices</b>, the Provider's address shall be:</p> <table border="1" data-bbox="487 1323 1396 1575"> <tr> <td colspan="2"><b>Attention:</b></td> </tr> <tr> <td><b>Street Address:</b></td> <td><b>Floor/Room number:</b></td> </tr> <tr> <td><b>Town/City:</b></td> <td><b>PO Box:</b></td> </tr> <tr> <td><b>Country:</b></td> <td><b>Telephone:</b></td> </tr> <tr> <td><b>Fax No:</b></td> <td><b>Email address:</b></td> </tr> </table>	<b>Attention:</b>		<b>Street Address:</b>	<b>Floor/Room number:</b>	<b>Town/City:</b>	<b>PO Box:</b>	<b>Country:</b>	<b>Telephone:</b>	<b>Fax No:</b>	<b>Email address:</b>	<b>Attention:</b>		<b>Street Address:</b>	<b>Floor/Room number:</b>	<b>Town/City:</b>	<b>PO Box:</b>	<b>Country:</b>	<b>Telephone:</b>	<b>Fax No:</b>	<b>Email address:</b>
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GCC 18.1	Liquidated Damages <b>shall</b> apply. The liquidated damage shall be in accordance with the Service Credit Allocation Policy in the Service Level Agreement.																				
GCC 19.1	<b>Commencement:</b> The Period within which Services shall have commenced following the date of the Agreement is: <b>2 Weeks</b> .																				

GCC clause reference	Special Conditions of Contract
GCC 20.1	<b>Completion:</b> The Services shall be completed by/shall be performed for a period of: <b>12 Months.</b>
GCC 22.3 and GCC 24.2	<p><b>Payment Schedule:</b> The payment schedule shall be as follows:</p> <ol style="list-style-type: none"> <li>1. A one-off payment shall be made to the Provider upon completion of the Installation and Commissioning of the Internet Connectivity. The provider shall submit an invoice to the Ministry of Finance and Development Planning (MoFDP) for payment processing, with a copy to the Procuring Entity.</li> </ol> <p>The invoice shall be supported by the details of installation work done and an Installation and Acceptance Certificate issued by the Procuring Entity.</p> <ol style="list-style-type: none"> <li>2. Invoices for the monthly recurring internet connectivity charges shall be submitted in arrears to the Ministry of Finance and Development Planning (MoFDP) for payment processing, with a copy to the Procuring Entity.</li> </ol> <p>Each monthly invoice shall be supported by a Quality of Service (QoS) Report, including any customer credits applicable. The Procuring Entity shall, within five (5) working days, notify the Ministry of Finance and Development Planning if it has any objection to the Invoice and QoS Report; otherwise, the MoFDP shall proceed with payment processing and remittance of the invoice amount to the Provider.</p> <ol style="list-style-type: none"> <li>3. Provider to submit one monthly invoice to the Ministry of Finance and Development Planning with documentation required in (1) and (2) above detailing charges for each GOL institution.</li> </ol>
GCC 24.3	<b>Payment Period:</b> Payment shall be made by the MoFDP within <b>30 days</b> of receipt of the invoice and the relevant documents specified in Clause 24.2.
GCC 30.1	<p><b>Insurance taken out by Provider:</b> The risks and coverage shall be:</p> <ol style="list-style-type: none"> <li>(i) Third Party motor vehicle</li> <li>(ii) Third Party liability</li> <li>(iii) Employer's liability and workers' compensation</li> <li>(iv) Professional liability</li> <li>(v) Loss or damage to equipment and property</li> <li>(vi) Other</li> </ol>
GCC 34.1	<b>Working hours:</b> The normal working hours for the Provider shall be considered: <b>8am – 5pm, Monday to Friday. Technical Assistance and Helpdesk hours shall be 7 days a week, 24 hours a day and 365/6 days a year.</b>

## **Section 10.**

## **Appendices**

### **A. Statement of Requirements**

*[Final version of SORs to be inserted here at time of Contracting]*



## **B. Service Level Agreement**

### **1. Purpose**

The purpose of this Internet Provision Service Level Agreement (SLA) is to specify in detail the level of performance and support service expected from the Provider under the Contract for the Provision of Internet Based Network Solution.

### **2. Network Availability and Reliability**

- The Internet Connection will be provided with an availability ranging from **99.15 - 99.9999%** up time, calculated over a period of six (6) months.
- The Provider shall provide alternative routing or fallback arrangements for continuity of service, should the primary link(s) to the internet backbone become non-operational.

### **3. Curative Maintenance**

The Provider shall make every effort to ensure curative maintenance consisting of execution of repair works of the internet equipment further to the breakdowns caused by a normal use which could arise. To answer the demands of intervention, the Provider shall arrange the following services:

- A Hotline service for minor information.
- An email address to report abnormalities of all kinds, which allows defining the problem with certainty and pulls a sure and effective intervention.
- A distant intervention via public networks, from the central site to the customer.

### **4. Obligations of the Provider**

- The Provider commits to maintain and upgrade equipment and software covered by the present contract, in good working order.
- The Provider commits to intervene promptly to the announcement of the breakdown.
- The Provider will maintain secrecy and confidentiality of any information having a confidential character or any technical or commercial document during the duration of the contract and one year after the end of this contract.
- The Provider shall not scan traffic. If this should be done for purposes of finding problems in the network, a prior Procuring Entity agreement shall be obtained.
- Further to the intervention of his technicians, the Provider will supply to this Procuring Entity a complete index card containing the nature of the problem, the repair works executed, and the measures to be taken to avoid reoccurrence.
- The Provider shall inform this Procuring Entity of the possible change if telephone numbers and/or of his address.
- The Provider shall be responsible for maintenance of the internet equipment, and in so doing:
  - Resolve technical problems of the equipment
  - Provide security and reinforcement of the configuration of the equipment against possible attempts of intrusion

- Advise and recommend any operation likely to reinforce the solution of security already installed by the Provider.
- The Provider will provide a signed report of the technical support provided for the work, which shall indicate the following:
  - The hour of call;
  - The name of the technical support personnel;
  - The summary of the intervention;
  - The duration of the intervention.

## **5. Level of Service**

The Provider hereby guarantees to provide 7x24x365 coverage for technical assistance and/or helpdesk facilities. The service levels offered by the Provider to the Procuring Entity are described below:

- The Provider shall take requests 24 hours, 7 days a week
- The Provider shall provide support 24 hours, 7 days a week by either phone or on-site intervention
- Telephone call back shall be within 1 hour from receipt of the request by the Provider.
- Delivery of hardware replacements shall be guaranteed within four (4) business days of receiving the request for support.

## **6. Level of Effort**

The level of effort expected of the Provider shall be exercised in full, either through corrective maintenance **or** preventive maintenance activities.

## **7. Roles and Responsibilities of the Provider and the Procuring Entity**

### **7.1 The Provider**

- The Provider shall conduct business in a courteous and professional manner with the Procuring Entity.
- Once a support request has been submitted, the Provider shall make themselves available for work with the Procuring Entity support resource assigned to the support request.
- The Provider shall continue to provide the Procuring Entity access, software, licensing, training, documentation, and support for all software supplied,
- The Provider shall provide all of the necessary and requested documentation, information, and knowledge capital to the Procuring Entity prior to the deployment of any new equipment.

### **7.2 The Procuring Entity**

- The Procuring Entity shall conduct business in the context of this SLA in a courteous and professional manner with the Provider.
- The Procuring Entity shall log all information from the Provider required to establish contact information, and document the nature of a problem.
- The Procuring Entity shall attempt to resolve problems over the phone on first call.

- The Procuring Entity shall designate an ICT Officer, who will act as the Task Manager, and will provide the overall direction of the activities of the Provider’s Support specialists.
- The Procuring Entity shall terminate the contract with the Provider for nonperformance in accordance with Clause 14.3 of the General Conditions of Contract.

**8. Expected Service Levels**

No.	SLA Indicator	SLA Value
1.	ISP Network and Service availability	99.15 - 99.9999%
2.	The ISP backbone round trip latency	Not more than 40 Milliseconds to upstream provider
3.	Packet Loss	Less than 0.5%
4.	Pack Jitter	Less than 10 Millisecond
5.	Mean time to repair	2 hour

**9. Credit Allocation Policy**

Cumulative Monthly Time of Outages	Customer Credit (% of the monthly backbone recurrent charges)
Equal to or more than 4 hours	10%
Equal to or more than 8 hours	20%
More than 12 hours	30%
More than 24 hours	40%
More than 48 hours	50%
More than 72 hours	75%

**10. Access to Statistics.**

The Provider shall provide a web interface facility for the Procuring Entity to retrieve real time and historical information on network performance, utilization and usage analysis.

**11. Miscellaneous Provisions**

- The Provider shall make full and fair disclosure of information regarding bandwidth and bit transfer rates to the Procuring Entity at the onset.
- The Provider shall give the Procuring Entity notice of planned upgrade of the Provider’s equipment, which could have a material effect on continuous use of the services, at least 3 months before making the change.
- The Provider shall give the Procuring Entity notice of any winding-up or other discontinuation of the services at least 3 months before such discontinuation.
- The Provider shall ensure that the Procuring Entity is informed of any statements of cybercrime prevention or acceptable internet use published and/or issued by a competent Authority within and outside Liberia.
- The Provider shall provide information to the Procuring Entity that described methods of controlling access to content, particularly any filters available.
- The Provider shall take reasonable steps to inform the Procuring Entity regarding proper email practices, and the consequences of acting contrary to proper email practices.

- The Provider shall inform the Procuring Entity of the methods to reduce unsolicited email, including the availability of SPAM filters or similar services and the Provider’s SPAM reporting and complaints procedures.
- Where an Provider receives notification that any of its services have been used for the transmission of unsolicited communication including the transmission of SPAM email, the Provider shall take reasonable steps to notify the Procuring Entity and describe the prohibited activity.

**IN WITNESSETH WHEREOF**, the parties hereto have caused this contract to be duly executed in their respective names by their duly authorized representatives, on the respective dates specified below:

**FOR THE PROCURING ENTITY:**

_____	_____	_____
Name	Signature	Date

**FOR THE PROVIDER:**

_____	_____	_____
Name	Signature	Date

## C. Installation and Acceptance Certificate

### 1. Installation Certificate

Place and Date \_\_\_\_\_

Procurement Reference Number: \_\_\_\_\_

To: \_\_\_\_\_  
*[insert name of Provider]*

Dear Sir or Madam:

Pursuant to GCC Clause 22.3 and 24.2 of the Contract entered into between yourselves and *[insert name of Procuring Entity]* the (hereinafter the “Procuring Entity”) dated *[insert date of the contract]*, relating to the *Provision of Internet Connectivity*, we hereby notify you that the Internet Connectivity System was deemed to have been correctly installed on the date specified below.

1. Description of the Services:
2. Date of Installation:

This letter shall not relieve you of your obligation to achieve Operational Acceptance of the Internet Connectivity in accordance with the Contract.

For and on behalf of the Procuring Entity

Name: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

Duly authorized to sign the Installation Certificate for and on behalf of: \_\_\_\_\_

Dated on *[insert day]* day of *[insert month]*, 20\_\_