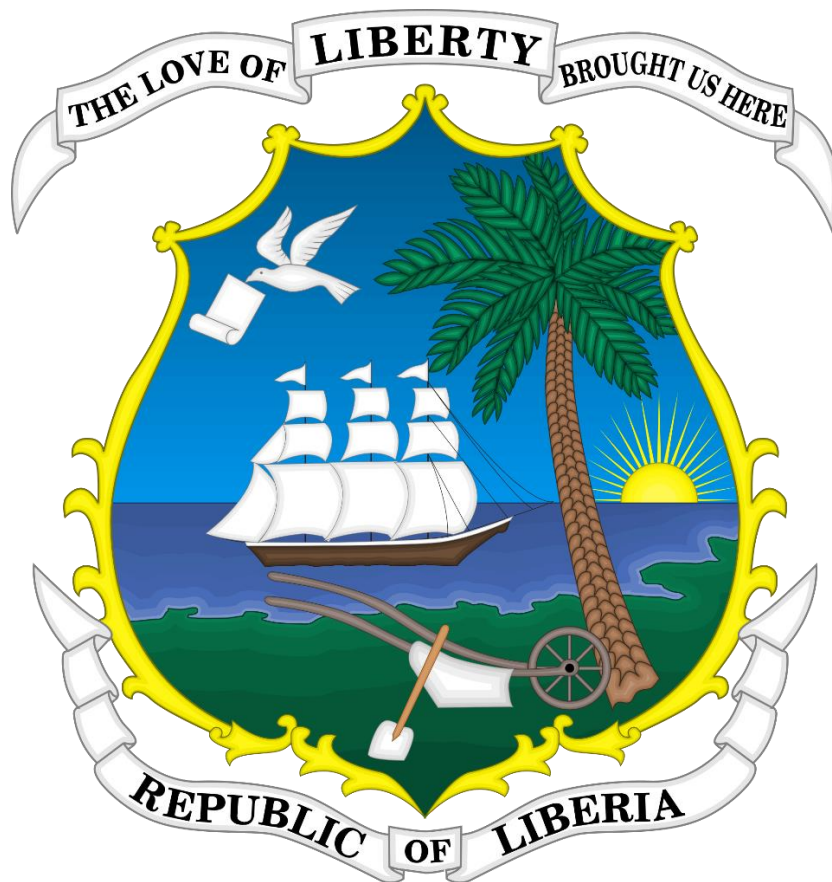


MINISTRY OF POSTS & TELECOMMUNICATIONS



GUIDELINES FOR INTERNET CONNECTIVITY

For IT Professionals

MARCH 2018

ACRONYMS

Acronyms	Description
CIO	Chief Information Officer
GEMS	Governance and Economic Management Support
GISP	Government Internet Service Provider
GoL	Government of Liberia
GovNet	Government Network
ICT	Information and Communications Technology
ISP	Internet Service Provider
IT	Information Technology
ITIL	Information Technology Infrastructure Library
ITSM	Information Technology Service Management
LIBTELCO	Liberia Telecommunications Corporation
MAC	Ministries Agencies and Commissions
MFDP	Ministry of Finance and Economic Planning
MOPT	Ministry of Posts and Telecommunications
PMO	Project Management Office
PPCC	Public Procurement and Concessions Commission
SBD	Standard Bidding Document
SLA	Service Level Agreement

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I. Introduction

These Guidelines for Internet Connectivity for IT Professionals provide the institutional framework for connectivity for GoL MACs. The intent of this document is to outline the steps and procedures for procuring and provisioning government Internet service across the MACs.

Scope

These Guidelines are a living document that detail the concepts and processes by which a MAC will be provisioned with connectivity, its maintenance and operation. It is recognized that the Guidelines will be revisited, revised, and updated to reflect the dynamics of connectivity in Liberia. They also integrate any separate GoL Internet procurement and provisioning guidance into a source.

Assumption and Limitation

This document has a few assumptions and limitations. The GoL ICT policy establishes the Liberia Telecommunication Corporation (Libtelco) as the Government Internet Service Provider (GISP). MACs may procure internet from other providers if the GISP cannot provide the service for reason of unavailability at the location or failure to perform based on established contract. The guideline primarily focuses on MAC offices in Monrovia and its environ. It is not detailed to capture the specialized needs of rural connectivity.

The Ministry of Finance and Development Planning (MFDP) will make all payments for MAC Internet service provision directly to the relevant ISP. The Public Procurement and Concessions Commission (PPCC) has established a mechanism to ensure that the GISP charges realistic rates for services provided to Government based prevailing market rates and / or negotiated rates for GoL Internet service provision.

2. Applicable Documents

The following documents are referenced as a basis for these Guidelines and are provided in the Appendix.

Appendix	Document Title	Description
1	Internet Bandwidth Capacity Assessment Tool	This document provides guidance on how a MAC determines its internet bandwidth capacity requirement. The determined speed requested must be supported by the MACs budget for Internet services.
2	Guidelines for the Procurement of Internet Connectivity	Provides guidance to MACs on how the procurement process for Internet Connectivity shall be undertaken.
3	Statement of Requirements	Provides technical requirements for MACs Internet connection, to be used when requesting ISPs to submit proposals and reflect the results from the Internet Bandwidth Capacity Assessment. Requirements vary from one MAC to another.
4	Evaluation Report Provision of Internet Connectivity	Provides guidance on the process of evaluation and selection criteria for ISPs. This will be used for all ISPs including the GISP.
5	Contract for Procurement of Internet	Provides guidance or template for a written agreement between the MAC and ISP for the provision of Internet and related services. It is enforceable by law.
	<ul style="list-style-type: none">• Appendix B• Service Level Agreement	This document specifies the detailed level of performance and support service required from the ISP under the Contract for the Provision of Internet Based Network Solution.

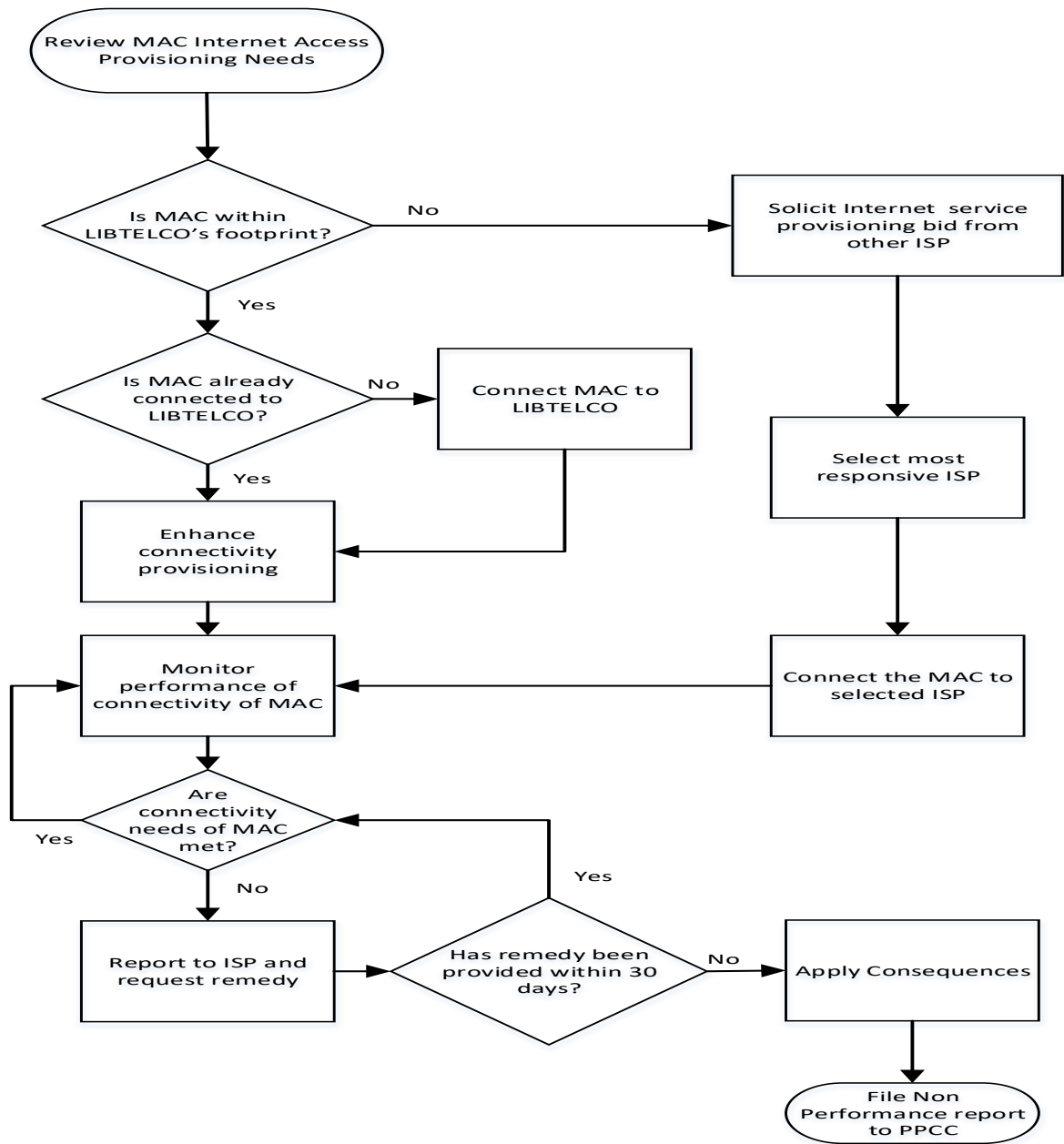
The Standard Bidding Document (SBD) for Procurement of Internet Connectivity is provided on the PPCC website. This document is to be used by all MACs for the procurement of internet, regardless of provider. Libtelco shall be the sole Internet Service Provider for the Government of Liberia, where they provide service. The SBD is an integrated document that provides guidance on developing bidding procedures and detailed statement of requirements.

3. Path to Connectivity

This section outlines the processes and decisions to consider in the procuring and provisioning of Internet service to a MAC.

The below flowchart demonstrates a graphic for the individual procedures to be followed and decisions to be made. The documents listed in Section 2 and provided in the Appendix are an integral part of these Guidelines. Below is an illustrated flowchart of the path to connectivity, the detailed description of the process is provided in Appendix 2, Guidelines for the Procurement of Internet Connectivity.

Flowchart Illustration MAC Connectivity



4. Information Technology Service Management (ITSM)

The goal of procuring and provisioning connectivity to the MAC is to enable end users to reliably access the Internet and online resources at the GoL shared services center. The MAC's IT Unit or department is also a key stakeholder in delivering this goal. The ISP is usually responsible for connectivity delivery up to their Point of Demarcation. It is the responsibility of the MAC IT unit to reliably distribute the connection to the individual end users and systems at their MACs. ITSM, as used in this document, provides guidelines on the entirety of activities – directed by policies, processes and supporting procedures- that are performed by an organization to plan, design, deliver, operate, and control information technology service offered the users at the MACs.

These Guidelines, for MAC IT units with responsibility to their end users, are based upon service management, service support and service delivery best-practice functions as outlined in the Information Technology Infrastructure Library (ITIL). The ITIL approach to service management was adopted by the MOPT, in 2014, as it is internationally accepted and widely used for IT service delivery management. Many IT practitioners in the GoL MACs received training in the ITIL foundation exams and fifty professionals received ITIL certification.

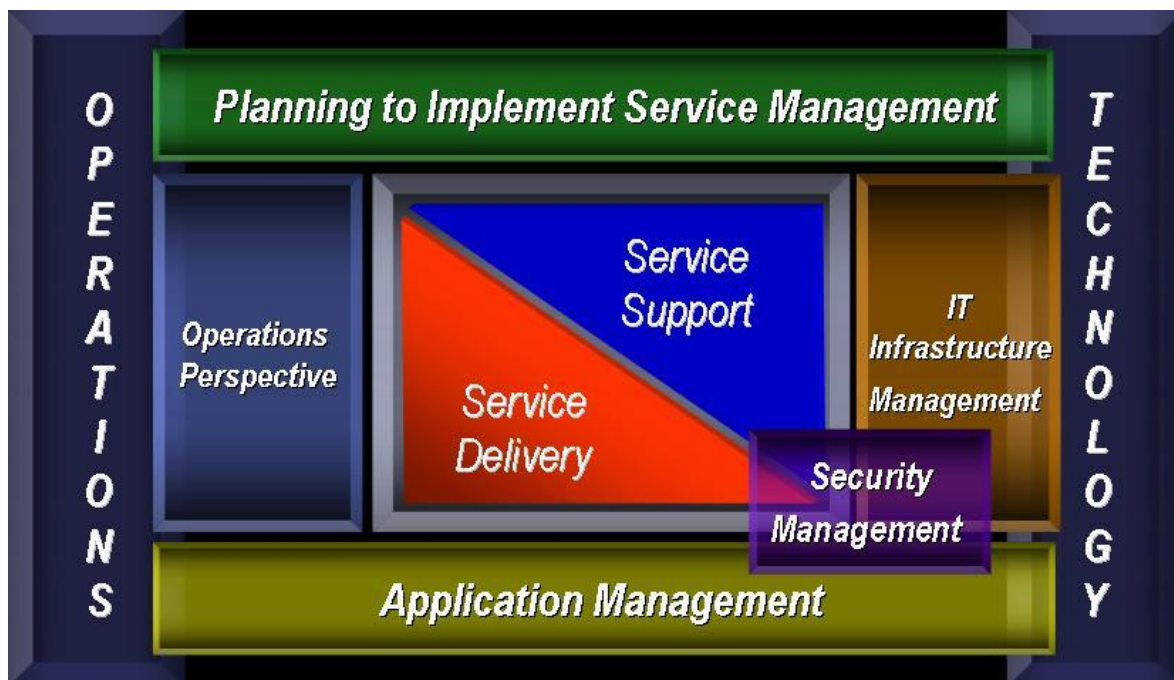


Fig 2 IT Service framework

The ITIL service frame as demonstrated above in Fig 2 focuses on aligning IT service with the needs of the MAC operation.

The Service Support focuses on the *User* of the ICT services and is primarily concerned with ensuring that they have access to the appropriate services to support the business functions.

The Service Delivery discipline concentrates on the proactive services the ICT must deliver to provide adequate support to business users. It focuses on the business as the *customer* of the ICT services.

The IT Infrastructure Management processes describe those processes within ITIL that directly relate to the ICT equipment and software that is involved in providing ICT services to customers.

MACs IT unit are encouraged to identify and adopt software or tools to help document end users' complaints and improve their response. OsTicket is an Open Source support ticket that has been tested and adopted by some MACs. MACs that need help with the OsTicket setup and operation are encouraged to contact the MoPT CIO/PMO office for assistance, within the MoPT. The office is fully capacitated to be deploy this tool to other MACs.

APPENDICES

Appendix 1: Internet Bandwidth Capacity Assessment

Name of Institution: _____		
Current total bandwidth: _____		
Current Internet Service Provider (ISP): _____		
Number of Computer Users: _____		
Number of computer users with internet access: _____		
Estimated internet bandwidth: _____		
INTERNET USAGE TYPE: Kindly select all options that applies to your institution		
	Explanation	Yes or No
Basic email	Exchange, Google App, Webmail, etc.	
Regular browsing	Basic internet /web browsing, research, etc.	
Social media	Facebook, Twitter, Instagram, etc..	
Live streaming videos and audios	Training portals online, etc..	
Online meeting with video and audio conferencing	WebEx, WSDM, etc..	
Remote connectivity and management via the internet	Remote desktop with CALs, Real VNC, etc..	
Online storage, backup and restore	MS Azzure, OneDrive, DropBox, Carbonite, etc.	
VoIP and PABX telephone systems	Cisco UCM, Asterix, Elastix, etc.	
CCTV online systems	Milestone, Oliella, Prynvision, etc.	
Some Files Download	Email attachments, SharePoint docs, standalone antivirus updates, etc.	
Internet QoS application	Bandwidth management with Cyberoam, Sonic WALL, Mikrotik, etc.	
Large Files Downloads	WSUS, EPO definition downloads, etc.	
Cloud Based Resourcing (If YES please state below)	iDrive, Apple iCloud Drive, MS Azzure, OneDrive, DropBox, Carbonite, etc.	
Details:		
Multiple Devices Per User	A user with laptop, desktop, smart phone and tablet in use as the same time	
Intense Internet Base Application	CRMs and ERP systems, online banking portals, etc.	

On the scale of 1 to 5 kindly describe your satisfaction with current internet bandwidth? (1=Very Poor, 2=Poor, 3=Medium, 4=Good, 5 Very Good)	1	2	3	4	5
Based on the all answers above, how would you classify the majority of your internet users? (Place an 'X' next to only one below)					
1. Light Users					
2. Medium Users;					
3. Heavy Users;					

Legend

Condition	Weight	Details
Light	1.00	Basic internet browsing
Moderate	1.20	Online researching and training.
Multimedia	1.35	Audio virtual meeting and conferencing and automated online resource management systems.
Heavy User	1.50	Online storage and backup and restore, remote management and software /application updates and maintenance.

Bandwidth Calculator

(Note: All information below is for example purposes only)

MACs Name	(A) Total Number Of Users	(B) Usage Category from Legend (Weight)	Estimated Bandwidth Requirements* (A)x (B) x (.125)	Unit of Bandwidth
XYZ Big Ministry	500	1	62.5	MB
TLS Agency	200	1.5	37.5	MB
ABC Commission	75	1.35	12.7	MB
GPE Ministry	400	1.2	60	MB
MOB Agency	20	1	2.5	MB

*Estimated Bandwidth Requirements are calculated by multiplying the number of users by the Usage Weight by .125mb.

Appendix 2 Guidelines for the Procurement of Internet

1. Purpose

The purpose of these guidelines is to provide guidance to MACs on how the procurement process for Internet Connectivity shall be carried out, payments made, and service monitored.

2. Applicable Legal Framework

These guidelines are subordinate to and shall be applied within the confines of the Public Procurement and Concessions Act, 2010 as amended.

3. Scope of Coverage

These guidelines cover an end-to-end process, from identification and definition of needs, to contracting and performance evaluation.

4. Defining needs for Internet Connectivity

The MACs shall complete Section 6 of the Standard Bidding Documents, Statement of Requirements, with the technical specifications for the internet connectivity required by the entity. Indicative Technical requirements have been included as a guide; however, requirements in Section 6.4 Items 4, 5 and 8 cannot be lowered and Items 6 and 7 cannot be increased. Other Items may be customized based on the varied needs of the MAC.

The technical specifications shall be prepared by person(s) who are technically competent in Information Technology and shall reflect the requirements of the MACs. Care shall be taken not to under or over specify, as this shall subsequently have an impact on the final price. Annex 1 provides guidance on estimating bandwidth requirements. The Provider may also do their own assessment.

Where the MACs do not have such technical competence in house to prepare technical requirements for Internet Connectivity, they shall consult the Public Procurement and Concessions Commission or MOPT CIO Office for guidance.

5. Solicitation of ISPs

The MACs shall utilize the available methods of procurement for solicitation of the ISPs in accordance with Part V, Article 46 of the Public Procurement and Concessions Act, 2010 as amended.

Libtelco shall be the sole Internet Service Provider for the Government of Liberia, where they provide service. The MOPT CIO Office shall issue the annual Request for Quotation on behalf of MACs where Libtelco is the ISP. Procuring entities may purchase from other Internet Service Providers if:

- a. Services are not available by Libtelco

- b. Libtelco service levels in the Service Level Agreement have fallen below the stipulated standards for 4 of 6 months. In this instance the service provision from the new ISP would cover the balance of the fiscal year only
- c. In the prior year (b) above was applied

6. Evaluation of Proposals for Internet Connectivity

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

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.

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.

Failure of a bid at any stage of the evaluation shall prevent further consideration of the bidder at the next stage of evaluation.

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

The prices quoted by the Bidder for provision of internet connectivity shall not exceed the pre-negotiated rates established by the PPCC and MOPT for Libtelco, the price ranges listed in the Public Procurement and Concessions Commission (PPCC) Common User Items or rate guidance that may be provided in the annual Budget Circular.

The Standard Bidding Documents for Procurement of Internet Connectivity provides a detailed description of how the evaluation methodology shall be applied, and the corresponding evaluation criteria that shall be applied at every stage of evaluation.

Where the Procuring Entities have no technical expertise to conduct bid evaluation, they shall contact PPCC which shall together with the CIO Council, within the Ministry of Post & Telecommunications CIO Office, to designate a technical person to assist in bid evaluation.

The Evaluation Report for Provision of Internet Connectivity provides a guide for evaluators on how to document the results of the evaluation.

7. Negotiations (*where applicable*)

Depending on the need and the unique circumstance, it may be necessary to negotiate before finalization of the contract award.

Negotiations shall relate to any or a combination of the following:

- agreement on the components of the draft Service Level Agreement;
- finalizing the payment terms and/or payment arrangements;
- minor alteration of the technical details of the required Internet Connectivity;
- a change of volumes of bandwidth required (either increase or decrease);
- agreeing final delivery or work schedules to accommodate any changes required by the MACs;
- the proposed customer support and or staffing;
- inputs required from the MAC; and
- clarifying details that were not apparent or could not be finalized at the time of bidding.
- possibility of price adjustments.

Negotiations shall not be conducted to:

- substantially change the technical quality or details of the required Internet Connectivity, including the tasks or responsibilities of the ISP; or
- substantially alter anything which formed a crucial or deciding factor in the evaluation of the ISP.

8. Preparing Contracts for Internet Connectivity

MOPT shall enter one contract for all MACs connected to Libtelco as defined in their RFQ. MACs shall prepare contract documents for the successful bidders not within Libtelco's service area. The Standard Bidding Documents contain the General Conditions of Contract as well as the Special Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the Special Conditions of Contract and other documents listed therein, and these shall be the complete document expressing all the rights and obligations of the parties to the contract.

The General Conditions of Contract shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract for purposes of providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

In preparing the Special Conditions of Contract, the following aspects shall be checked:

- (a) Information that complements provisions of the General Conditions of Contract shall be incorporated.

- (b) Amendments and/or supplements to provisions of the General Conditions of Contract, as necessitated by the specific requirements for the Internet Connectivity shall also be incorporated.

The “General Conditions of Contract” are Contract documents and will, therefore, form part of the Contract. The Special Conditions of Contract shall also form part of any resulting Contract for provision of Internet Connectivity.

9. Service Level Agreements (SLA)

As part of contracting, MACs shall prepare a Service Level Agreement to be annexed to the main Contract for the Provision of Internet Connectivity.

The Service Level Agreement shall be part of a contract and shall define the Internet Connectivity Services that the Internet Service Provider shall provide and the required level or standard for the services.

The SLA shall include the following, among other things:

- the objectives to be achieved in the provision of the Internet services;
- a detailed description of the service deliverables;
- a definition of the performance standards the MACs expect in the provision of the internet services by the Internet Service Provider, including but not limited to availability, reliability, customer support and associated turnaround times;
- a mechanism for ongoing reporting for purposes of measuring the expected performance standards;
- a remedial mechanism and compensation regime where performance standards are not achieved;
- a mechanism for review and change to the service levels over the course of the contract; and
- the right to the MACs to terminate the contract where performance standards fall consistently below an acceptable level.

The Contract for the Procurement of Internet Connectivity provides a draft Service Level Agreement (SLA). This shall be customized by the MACs to reconcile with the full description of the specific statement of requirements for the Internet Connectivity.

10. Guidance on Suspension of Internet Service for Non-Performance

The SLA, within the contract, establishes the performance standards required by the Internet Service Provider. The contract provides that a MAC may, by written notice, suspend payments to the Provider, if they fail to perform any of their obligations under the Contract. All MACs are responsible for monitoring SLA performance requirements, including those connected to Libtelco.

If the Provider does not meet performance standards for thirty days after notification for remedy, a notice of suspension of payments should be sent re-specifying the nature of the failure and requesting the Provider to remedy the failure within a period not more than thirty days. A confirmation of receipt of this notice is required.

The Ministry of Finance and Development Planning and PPCC are to be notified in writing when the invoice for month two is received that the provider should not be paid until the failure is remedied. Note that the invoice should include the contracted reduction based on the SLA.

11. Guidance on Termination of Internet Service for Non-Performance

The SLA, within the contract, establishes the performance standards required by the Internet Service Provider. The contract provides that if, after 6 Months from the effective date of the contract, the service levels in the SLA have fallen below the stipulated standards for 4 of 6 months, the MAC shall terminate the contract with the provider. This written Notice of Termination should be made 30 days before the end of Month 6. A confirmation of receipt of this notice is required.

Once the Notice of Termination is issued, the MAC may solicit other ISPs for the provision of service to enable services to be available from a new ISP for Month 7. The contract with the new ISP shall cover the balance of the fiscal year only.

Annexes 1 and 2 follow.

Annex 1: Internet Bandwidth Capacity Assessment Tool

Name of Institution: _____		
Current total bandwidth: _____		
Current Internet Service Provider (ISP): _____		
Number of Computer Users: _____		
Number of computer users with internet access: _____		
Estimated internet bandwidth: _____		
INTERNET USAGE TYPE: Kindly select all options that applies to your institution		
	Explanation	Yes or No
Basic email	Exchange, Google App, Webmail, etc.	
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Social media	Facebook, Twitter, Instagram, etc..	
Live streaming videos and audios	Training portals online, etc..	
Online meeting with video and audio conferencing	WebEx, WSDM, etc..	
Remote connectivity and management via the internet	Remote desktop with CALs, Real VNC, etc..	
Online storage, backup and restore	MS Azzure, OneDrive, DropBox, Carbonite, etc.	
VoIP and PABX telephone systems	Cisco UCM, Asterix, Elastix, etc.	
CCTV online systems	Milestone, Oliella, Prynvision, etc.	
Some Files Download	Email attachments, SharePoint docs, standalone antivirus updates, etc.	
Internet QoS application	Bandwidth management with Cyberoam, Sonic WALL, Mikrotik, etc.	
Large Files Downloads	WSUS, EPO definition downloads, etc.	
Cloud Based Resourcing (If YES please state below)	iDrive, Apple iCloud Drive, MS Azzure, OneDrive, DropBox, Carbonite, etc.	
Details:		
Multiple Devices Per User	A user with laptop, desktop, smart phone and tablet in use as the same time	
Intense Internet Base Application	CRMs and ERP systems, online banking portals, etc.	
On the scale of 1 to 5 kindly describe your satisfaction with current internet bandwidth? (1=Very Poor, 2=Poor, 3=Medium, 4=Good, 5 Very Good)	<div style="display: flex; justify-content: space-around; width: 100%;"> 1 2 3 4 5 </div>	
Based on the all answers above, how would you classify the majority of your internet users? (Place an 'X' next to only one below)		
1. Light Users		
2. Medium Users;		
3. Heavy Users;		

Legend

Condition	Weight	Details
Light	1.00	Basic internet browsing
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Bandwidth Calculator

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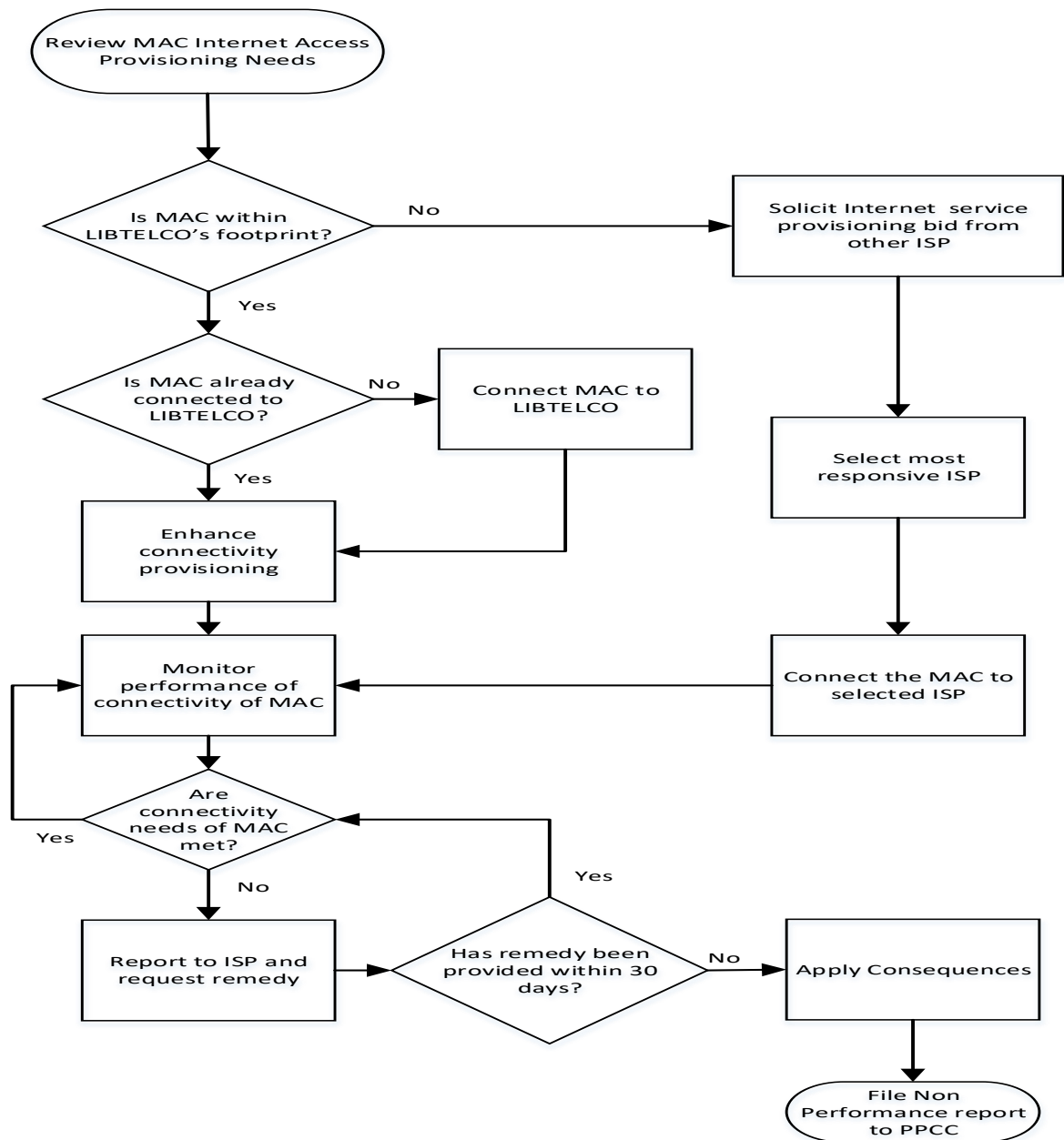
*Estimated Bandwidth Requirements are calculated by multiplying the number of users by the Usage Weight by .125mb.

Annex 2: Path to Connectivity

The processes and decisions to consider in the procuring and provisioning of Internet service.

The below flowchart demonstrates a graphic for the individual procedures to be followed and decisions to be made. The documents listed are within the Standard Bidding Document for Procurement of Internet Connectivity on the PPCC website. Below is an illustrated flowchart with descriptions following.

Flowchart Illustration MAC Connectivity



1. Review MAC Internet Access Provisioning Needs

For the MAC to procure and provision internet service or enhance existing connectivity provisioning it needs to review MAC internet access provision needs with guidance of the Internet Bandwidth Capacity Assessment Tool and Statement of Requirements, within the Standard Bidding Documents for Procurement of Internet Connectivity on the PPCC website. Both documents help the MACs determine its bandwidth requirement and type of service the MAC may require.

2. Is MAC located in Libtelco Footprint/Coverage Area?

If the MAC is already a customer of the designated Government Internet Service Provider (GISP), Libtelco, it is automatically implied that the MAC is located within the network coverage area of the GISP. If the MAC is not an existing Libtelco customer, it must consult them to determine if they are within network coverage. This network coverage includes coverage of the anticipated CSquared Metro Fiber Ring, as Libtelco will have the ability to expand their coverage through the CSquared Metro Fiber. If the MAC is within the coverage of the Libtelco, it can begin the process of Connectivity Provisioning or enhancing existing connection with Libtelco. If the MAC is not within the network coverage of Libtelco, it will need to begin the process to Solicit Internet Service provisioning bids from other ISPs.

YES – MAC is located in Libtelco Coverage Area

Is MAC already connected to Libtelco?

YES - Enhance Connectivity Provisioning

For MACs already connected to Libtelco, this step will require enhancing existing connectivity. The enhancement could include such things as migrating from microwave radio to fiber, altering bandwidth to reflect MAC actual need, entering into new contract with Libtelco, etc.

As Libtelco is the Government's Internet Service Provider, the process for providing Internet service to the MACs will not be done by competitive bidding. It will be a sole source process with only Libtelco being requested to offer a quotation for Internet Services to MACs by MOPT, based the Statement of Requirements and pre-negotiated rates provided by the PPCC and MOPT.

The following documents: These Guidelines, the Statement of Requirements, Contract for Procurement of Internet (within the Standard Bidding Documents for Procurement of Internet Connectivity), the PPCA and Evaluation Report for Provision of Internet Connectivity will provide useful guidance for this step.

NO - Connect the MAC to Libtelco

If the MAC is within the coverage of Libtelco but without existing connection, there will be the need to connect the MAC to the Libtelco. The result of the process will be a new connection.

As Libtelco is the Government's Internet Service Provider, the process for providing Internet service to the MACs will not be done by competitive bidding. It will be a sole source process with only Libtelco being requested to offer a quotation for Internet Services to MACs by MOPT, based the Statement of Requirements and pre-negotiated rates provided by the PPCC and MFDP.

These Guidelines and the Contract for Procurement of Internet (with attention to the appendices) will provide useful guidance.

NO – MAC is not located in Libtelco Footprint/Coverage Area

Solicit Internet service provisioning bid from other ISPs

MACs outside the coverage of Libtelco will not be restricted in the selection of their ISP. They have freedom to solicit bids from the market for the provision of Internet service. The key document to guide this process is the Standard Bidding Document for Procurement of Internet Connectivity and Internet Bandwidth Capacity Assessment Tool.

Select most responsive ISP

The selection of suitable ISP must be consistent with the PPCA. These Guidelines and the Evaluation Report for Provision of Internet Connectivity document will be useful for this process. The prices quoted by the Bidder shall not exceed the price ranges listed in the Public Procurement and Concessions Commission (PPCC) Common User Items, specific rate guidance provided by PPCC and MOPT or in the annual Budget Circular.

Connect the MAC to selected ISP

The outcome of selecting a suitable ISP is to connect the MACs to the ISP. These Guidelines, the Contract for Procurement of Internet (with attention to the appendices) will provide useful guidance.

3. Monitor Performance of Connectivity of the MAC

MACs must measure performance and support service received from the Provider under the Contract for the Provision of Internet service. The IT or other staff at the MAC must monitor network availability and reliability. The Provider's response to curative maintenance should be constantly documented.

The Contract for Procurement of Internet includes a Service Level Agreement (SLA) which provides guidelines on how the MAC can effectively monitor the Provider to ensure a reliable service. These documents also provide guidance to the MAC on how to resolve disputes around service delivery.

Are connectivity needs of MAC met?

YES – Continue to monitor performance

If the ISP performance is acceptable and satisfactory, the MAC continues to measure performance to ensure that it is aligned to the agreed and expected target as set in the contract and SLA documents

NO – Report to ISP and request remedy

Documented notification to be sent to the ISP of suspension of payment and requesting remedy the failure in 30 days.

Has remedy been provided in 30 days:

YES – Continue to monitor performance

NO – Apply Consequences

If the Provider does not meet satisfy performance standards for thirty days after notification for remedy, a notice of suspension of payments should be sent re-specifying the nature of the failure and requesting the Provider to remedy the failure within a period not more than thirty days. A confirmation of receipt of this notice is required.

The Ministry of Finance and Development Planning and PPCC are to be notified in writing when the invoice for month two is received that the provider should not be paid until the failure is remedied.

If the Provider does not meet satisfactory performance standards for 4 of 6 months, the MAC **shall** terminate the contract with the provider. This written Notice of Termination should be made 30 days before the end of Month 6.

Once the Notice of Termination is issued, the MAC may solicit other ISPs for the provision of service to enable services to be available from a new ISP for Month 7. The contract with the new ISP shall cover the balance of the fiscal year only.

File Non-Performance report to PPCC

A letter reporting the non-performance is to be issued to PPCC when Notice of Termination issued.

Appendix 3: Statement of Requirements

Provision of Internet Services to *[insert name of procuring entity]*

1. Background

[Insert information about the Procuring Entity, including establishment, mandate and activities]

2. Objectives

The main objective is to have dedicated, stable and reliable and high quality (speed and uptime) internet connect to enable the *[insert procuring entity's name]* 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>[insert CIR]</i> mbps
2.	Media	Fiber Optic Cable
3.	Nature of Setup	Dedicated internet connection
4.	Service Reliability	Overall uptime should be <i>[99.0% - 99.99% insert appropriate percentage for product purchased]</i>
5.	Service Availability	24/7/365
6.	Packet Loss	Not greater than 0.5%
7.	Latency	Not more than 40 Milliseconds
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 non-operational.

Technical Requirements		
No.	Requirement	Description
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.
Other Requirements		
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)

Appendix 4 Evaluation Report for Provision of Internet Connectivity

1. Introduction

(1) The requirement is for the *Provision of Internet Connectivity* for _____.

2. Details of invitation

(1) The bidders who were issued with the bidding documents included the following:

- i. _____
- ii. _____
- iii. _____
- iv. _____
- v. _____

3. Details of bid closing

(1) Bidding was closed on [date] _____ at [time] _____ at [location] _____.

(2) Bids were received from the following firms:

- i. _____
- ii. _____
- iii. _____
- iv. _____
- v. _____

4. Details of bid opening

(1) A public bid opening was held at [location] _____ on [date] _____ at [time] _____.

(2) The details of bids opened were as follows:

No.	Name of Bidder	Bid Price	Comments
1.			
2.			
3.			
4.			

5. Details of evaluation methodology

The evaluation methodology used was technical compliance evaluation method, which involved the following four stage procedure:

- a. Preliminary examination on a pass/fail basis to determine the eligibility of the bidders and assess their administrative compliance to the Invitation. Non-eligible and non-compliant bids were eliminated from further evaluation.
- b. Detailed evaluation to determine the technical responsiveness of eligible, compliant bids to the technical specification and terms and conditions in the invitation. Bids that were not substantially responsive were eliminated from further evaluation.
- c. Financial comparison to examine and rank financial bids. The lowest price eligible, compliant, substantially responsive bid was ranked first and declared the best evaluated bid.
- d. Post qualification evaluation to determine whether the best evaluated bidder has the capacity and the resources to effectively execute the procurement for the procuring entity. *[delete if this was not applicable]*

6. Preliminary examination

[Brief narrative on the result of the preliminary examination and detailed justification with reasons why any bid was declared non-eligible or non-compliant.]

Refer Table 1 which summarizes the preliminary examination.

7. Detailed evaluation

[Brief narrative on the results of the detailed evaluation and detailed justification with reasons why any bids were declared non-responsive. Include details of any non-material nonconformities, errors or omissions waived or rectified by the evaluation committee and the way in which they were quantified for inclusion in the financial comparison. Include details of all clarifications requested and received from bidders].

Refer to Table 2A which summarizes the detailed evaluation, and Table 2B which provides details of the technical evaluation.

8. Financial comparison

[Describe the correction of any arithmetic errors, application of any discounts, adjustments made for any nonmaterial nonconformities, errors or omissions, conversion to a common currency and application of any margin of preference].

All bids that were eligible, compliant and substantially responsive were ranked, with the lowest priced being ranked first. The prices quoted by the Bidder for provision of internet connectivity shall not exceed the pre-negotiated rates established by the PPCC and MOPT for Libtelco, the price ranges listed in the Public Procurement and Concessions Commission (PPCC) Common User Items or rate guidance that may be provided in the annual Budget Circular.

Refer Table 3 which summarizes the financial comparison.

9. Post-qualification (if required)

[Name of bidder] was evaluated against the qualification criteria stated in the bidding document.

[Brief narrative on the result of the post-qualification evaluation and detailed justification with reasons if the bidder was found not qualified against any criteria.]

On the basis of the qualification criteria stated, [name of bidder]
_____ is qualified/not qualified {delete as applicable}.

See record that summarizes the post-qualification evaluation.

10. Recommendations {to be amended as appropriate}

On the basis of the evaluation methodology and criteria stated in the invitation, it is recommended that-

(1) the best evaluated bid for the procurement of internet connectivity for [insert name of procuring entity] is from [name of bidder] with a total evaluated price of [currency and amount] _____.

(2) negotiations are/are not required.

(3) the total proposed contract price is [currency and amount]
_____.

11. Signed by the Evaluation Committee:

We confirm that this evaluation report gives a complete and accurate report of the evaluation conducted:

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

TABLE 1 – PRELIMINARY EXAMINATION AND ASSESSMENT OF ELIGIBILITY

Preliminary Evaluation Criteria	Name of Bidder				
	Bidder 1	Bidder 2	Bidder 3	Bidder 4	Bidder 5
Eligibility criteria					
<i>{Complete criteria as per bidding document}</i>	C/NC	C/NC	C/NC	C/NC	C/NC
Administrative compliance criteria					
<i>{Complete criteria as per bidding document}</i>	C/NC	C/NC	C/NC	C/NC	C/NC
Conclusion	C/NC	C/NC	C/NC	C/NC	C/NC

KEY: C = Compliant NC = Non-Compliant

This preliminary examination eliminated *[number]* bidders, *[names of bidders]*.

[Where the Bidder is Non-Compliant, insert footnote with reasons for the non-compliance]

TABLE 2A – SUMMARY OF TECHNICAL EVALUATION
(ONLY BIDS THAT ARE ELIGIBLE AND COMPLIANT)

No.	Name of bidder	Technical responsiveness	State reasons for the responsiveness/non-responsiveness. State any nonmaterial nonconformities, errors and omissions accepted and the way in which they were quantified
		R/NR	
		R/NR	
		R/NR	
		R/NR	

KEY: **R = Responsive** **NR = Non-Responsive** *{delete that which is not applicable in the table above}*

This examination eliminated *[number]* bidders, *[Names of bidders]*.

TABLE 2B – DETAILS OF TECHNICAL EVALUATION

No.	Technical Specification required including applicable standards	Compliance to Specification				
		Bidder 1	Bidder 2	Bidder 3	Bidder 4	Bidder 5
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						

[Insert additional rows if required]

TABLE 3 – SUMMARY OF FINANCIAL COMPARISON
(ONLY BIDS THAT ARE ELIGIBLE, COMPLIANT AND SUBSTANTIALLY RESPONSIVE)

EVALUATION CURRENCY: _____

No.	Name of bidder	Bid currency	Bid Total	Corrections made	Discounts	Adjustments made	Corrected amount	Exchange rate	Converted total	Margin of preference	Evaluated total	Rank

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: _____ (Authorized Representative)	Position: _____
Signature: _____	Date: _____

In the presence of:

Name: _____ (Witness)	Position: _____
Signature: _____	Date: _____

FOR THE PROVIDER:

Name: _____ (Authorized Representative)	Position: _____
Signature: _____	Date: _____

In the presence of:

Name: _____ (Witness)	Position: _____
Signature: _____	Date: _____

Section 1 General Conditions of Contract

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 6th 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 1: Special Conditions of Contract

GCC clause reference	Special Conditions of Contract																				
	The Procurement Reference Number is:																				
GCC 1.2(e)	Eligible Countries: 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	Authorised Representatives: The Authorised Representatives are: For the Procuring Entity: For the Provider:																				
GCC 4.1	Law: The Governing Law shall be the Law of Liberia.																				
GCC 5.1	Language: The language of the contract shall be English.																				
GCC 6.1	<p>For notices, the Procuring Entity's address shall be:</p> <table border="1" data-bbox="483 1003 1414 1276"> <tr><td colspan="2">Attention:</td></tr> <tr> <td>Street Address:</td><td>Floor/Room number:</td></tr> <tr> <td>Town/City:</td><td>PO Box:</td></tr> <tr> <td>Country:</td><td>Telephone:</td></tr> <tr> <td>Fax No:</td><td>Email address:</td></tr> </table> <p>For notices, the Provider's address shall be:</p> <table border="1" data-bbox="483 1409 1414 1682"> <tr><td colspan="2">Attention:</td></tr> <tr> <td>Street Address:</td><td>Floor/Room number:</td></tr> <tr> <td>Town/City:</td><td>PO Box:</td></tr> <tr> <td>Country:</td><td>Telephone:</td></tr> <tr> <td>Fax No:</td><td>Email address:</td></tr> </table>	Attention:		Street Address:	Floor/Room number:	Town/City:	PO Box:	Country:	Telephone:	Fax No:	Email address:	Attention:		Street Address:	Floor/Room number:	Town/City:	PO Box:	Country:	Telephone:	Fax No:	Email address:
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Country:	Telephone:																				
Fax No:	Email address:																				
GCC 18.1	<p>Liquidated Damages shall apply.</p> <p>The liquidated damage shall be in accordance with the Service Credit Allocation Policy in the Service Level Agreement.</p>																				

GCC clause reference	Special Conditions of Contract
GCC 19.1	Commencement: The Period within which Services shall have commenced following the date of the Agreement is: 2 Weeks.
GCC 20.1	Completion: The Services shall be completed by/shall be performed for a period of: 12 Months.
GCC 22.3 and GCC 24.2	<p>Payment Schedule: The payment schedule shall be as follows:</p> <ol style="list-style-type: none"> 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. <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"> 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. <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"> 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.
GCC 24.3	Payment Period: Payment shall be made by the Ministry of Finance and Development Planning within 30 days of receipt of the invoice and the relevant documents specified in Clause 24.2.
GCC 30.1	<p>Insurance taken out by Provider: The risks and coverage shall be:</p> <ol style="list-style-type: none"> (i) Third Party motor vehicle (ii) Third Party liability (iii) Employer's liability and workers' compensation (iv) Professional liability (v) Loss or damage to equipment and property

GCC clause reference	Special Conditions of Contract
	(vi) Other
GCC 34.1	Working hours: The normal working hours for the Provider shall be considered: 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.

Appendices

A. Statement of Requirements

[Final version of SoRs to be inserted here at the 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 of not less than [99.0% - 99.99% *insert appropriate percentage for product purchased*] 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 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	<i>[99.0% - 99.99% insert appropriate percentage for product purchased]</i>
2.	The ISP backbone round trip latency	Less than 40 Milliseconds
3.	Packet Loss	Less than 0.5%
4.	Pack Jitter	Less than 10 Millisecond
5.	Mean time to repair	1 hour

9. Credit Allocation Policy

Cumulative Monthly Time of Outages	Customer Credit (% of the monthly backbone recurrent charges)
Equal to or more than 4hours	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
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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__

Appendix 6 Service Level Agreement

Service Level Agreement

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FOR THE PROCURING ENTITY:

_____	_____	_____
Name	Signature	Date

FOR THE PROVIDER:

_____	_____	_____
Name	Signature	Date