



Government of Samoa

Ministry of Agriculture and Fisheries

REQUEST FOR QUOTATION

RFQ/Project #: MAF24/25-ISP1
Title: Internet Service Provider for Ministry of Agriculture & Fisheries
Period: 12 months
Start Date: 30 June 2024
End Date: 30 June 2025

- i. The Ministry of Agriculture & Fisheries now invites bids for “Internet Service Provider”. More details on the Request for Quotation (RFQ) can be obtained from Ministry website or Ministry of Finance Tender Advertisements.
- ii. Expression of Interests must be in sealed envelope clearly marked with :”**Internet Service Provider- MAF24/25-ISP1, for Ministry of Agriculture & Fisheries**” must be delivered in a written form to the address below by **4.00pm on Monday 22nd April 2024.**

The Secretary
Tenders Board
Level 4, Central Bank Building
APIA

- iii. Further information can be attained from Corporate Services Division at Level 4, TATTE Building ask for ACEO-CSD, Susana Tuilaepa on telephone 22561 or email: susanat.tuilaepa@maf.gov.ws.

Faafetai

Dr Seuseu Tauati
Chief Executive Officer





**REQUEST FOR QUOTATION: MINOR GENERAL
SERVICES**

**INTERNET SERVICE PROVIDER FOR MINISTRY OF
AGRICULTURE & FISHERIES(MAF24/25-ISP1**

TABLE OF CONTENTS:

| | |
|----------------|---|
| PART 1: | INSTRUCTIONS TO BIDDERS |
| PART 2: | LETTER OF AWARD |
| PART 3: | REQUEST FOR QUOTATION |
| PART 4: | GENERAL CONDITIONS OF CONTRACT |
| PART 5: | SPECIAL CONDITION OF CONTRACT |
| PART 6: | SERVICES SPECIFICATIONS, OHS INSTRUCTIONS & ACTIVITY SCHEDULE WORK ITEMS |

PART 1: Instructions to Bidders

1.Scope

- (a) The Principal is the Government of the Independent State of Samoa, represented by **Ministry of Agriculture & Fisheries ("Principal")**
- (b) The Supervisor is the Principal's representative stated on the Request for Quotation
- (c) This Request for Quotation applies to the provision of GENERAL SERVICES of a minor, simple nature.

2.Bidder Eligibility – The Bidder must:

- (a) be a bona fide business known by the Principal to be suitably qualified, experienced and financially resourced;
- (b) provide an authenticated copy of its currently valid Ministry for Customs and Revenue Business License;
- (c) if applicable, provide an authenticated copy of its current VAGST Certificate from the Ministry of Revenue and Revenue, Samoa;
- (d) if applicable, provide a notarized power of attorney authorizing the signatory of the Quotation to represent the Bidder, sign the Quotation and accept a Purchase Order/Letter of Award.

The requirements (a), (b), (c) & (d) may be waived if previously submitted documents are valid for the specified Completion Period or quote validity period.

The Principal reserves all rights to reject any or all quotations submitted and re-advertise/re-tender the General Services.

3.Bidder Qualification - the Bidder must provide

- (a) a list of services of a similar nature & value with services that are the subject matter of this RFQ, that the Bidder has satisfactorily completed within the last two (2) years – these services shall have an annual average value of **SAT\$25 000** or more;
- (b) Summary of all general services currently contracted or in progress;

- (c) a bank statement in the name of the bidder for the immediately past three (3) months;
- (d) references & contact details of at least three (3) past and present clients who can attest to good character & reliability of the bidder;
- (e) a work plan or delivery program detailing stages of the services from its commencement to its completion.

4. Responding to the Request for Quotation

- (a) The Bidder shall take care to comprehend applicable service specifications, OHS instructions & activity schedule work items provided by the Principal
- (b) The Bidder shall enter service Item unit prices, extended prices and total price on the Request for Quotation form
- (c) In submitting its quotation, the Bidder must conform to the provisions for quotation validity, completion period & performance security. All proposed variations from stated conditions shall be justified in a covering letter and are subject to the approval of the Principal.
- (d) The Bidder is responsible for providing a complete and correct quotation. An incomplete quotation may be grounds to reject any quotation submitted.

5. Quotation Price :

- (a) All prices shall be quoted in Samoan Tala (SAT).
- (b) Prices shall be fixed for the duration of the specified completion period.
- (c) Unless the service(s) are exempted from VAGST, pursuant to the VAGST Act 2015, the total quoted price shall be inclusive of VAGST and any relevant taxes.

6.Site Inspection

- (a) The Bidder shall arrange site inspection with the supervisor to enable quotation preparation.

7. Bid Security

- (a) A Bid Securing Declaration Form must be signed and submitted.
- (b) The Bid shall be valid for the period identified in the Request for Quotation.

- (c) A Bidder who, without good cause, withdraws during the period of quotation validity, or does not accept corrections of errors, or fails to accept the Award of Contract if offered or fails to produce the Performance Security (if required) will be excluded from participating in Request for Quotation process for one year.

8. Quotation Submission

- (a) Bidders shall submit only one (1) quotation.
- (b) Quotations shall be submitted to the address stated on the Request for Quotation, no later than the specified time & date and in pursuant to Section C.5.1 (a) and (b) of the Procurement Operating Manual 2020.
- (a) Bidders **shall not** submit their quotation electronically, via the Government of Samoa e-Tendering Portal: https://portal.tenderlink.com/mof_samoa/), details of which are provided in ANNEX I.
- (c) Late quotation will not be considered and shall be returned to the Bidder unopened.

9. Quotation Opening

- (a) The opening of quotations will be, undertaken by officers of the Principal and, in the presence of representatives from the Ministry of Finance, Attorney General's Office and Ministry of Works, Transport & Infrastructure.
- (b) The opening of the quotation shall be:
 - (i) carried out fifteen (15) minutes after closing; and
 - (ii) opened to interested members of the public to attend.
- (c) The results of the quotation evaluation shall be available on request, after the Contract Award, denoting only the successful Bidder.

10. Quotation Evaluation & Contract Award

- (a) Quotations shall be evaluated to establish substantial responsiveness to eligibility & qualification requirements, specified technical schedules, commercial conditions and instructions to Bidders.

- (b) The bidder found to be substantially responsive after the evaluation shall, subject to (c) below, be awarded the contract. That bidder then becomes the Successful Bidder
- (c) After arithmetical checking and correction, the quotation of the Bidder(s) found to be substantially responsive shall be evaluated for lowest price, which shall be the basis of award
- (d) Award notification shall be effected by the Principal issuing the Letter of Award (see Part 2) to the Successful Bidder.
- (e) Once the letter of Award is signed by both parties the:
 - i. Request for Quotation at Part 3; and
 - ii. The General and Special Conditions at Part 4 and 5 respectively; and
 - iii. Services specification, OHS Instruction and Action Scheduled work times at Part 6;

Shall be the terms and conditions that will govern the implementation of the Service. The Principal shall be termed the 'Principal' and the Successful Bidder shall be termed the 'Contractor'.

- (f) Notwithstanding the above, the Principal reserves the right to accept or reject any quotations, or to cancel the quotation process at any time prior to the award.
- (g) The unsuccessful Bidder may, within ten (10) days of the announcement of the award, request reasons why it/they were not successful, but cannot request reasons why other Bidders were not successful.

11. Performance Security

- (a) If a Performance Security is required, the Principal shall issue a Letter of Award which shall serve as notification of award of contract.
- (b) the Successful Bidder shall provide a Performance Security within seven (7) days after issuance of the Letter of Award, in the amount specified in the Request for Quotation

12. Insurance

- (a) The Successful Bidder will bear all risks while performing the services during the contract period.
- (b) Accordingly the Successful Bidder shall arrange appropriate insurance cover

13. Inspection & Completion

- (a) The Successful Bidder shall ensure that all Services are completed within the agreed Completion Period, without exceeding the agreed Price and in accordance with the terms and conditions of this Request for Quotation.

14. Payment

The Principal shall make payment to the Successful Bidder within thirty (30) days of receipt of a Payment Certificate as per the payment schedule approved by the Supervisor.

15. Corrupt & Fraudulent Practices

The Principal requires that Bidders observe the highest standards of ethics during the procurement and execution of Government of Samoa contracts, to the extent that corrupt, fraudulent, collusive and coercive practices and conflict of interest occurring in quotation, delivery & completion processes may result in disqualification, termination of purchase order and penal sanctions

Office use only:

| Eligibility/ Qualifications Compliance | | | |
|---|----------------|-----|----------------|
| No. | Complies? tick | No. | Complies? tick |
| 2a | | 3a | |
| 2b | | 3b | |
| 2c | | 3c | |
| 2d | | 3d | |
| | | 3e | |

Annex I to Part 1: Instruction to Bidders

Procedure for Electronic Submission of Quotations

1. The quotation shall be electronically submitted via the Government of Samoa's e-Tendering Portal only. The Bidder shall use this, and only this, link to submit its electronic quotation.
2. The Portal shall automatically expire on the submission deadline, specified in the relevant Invitation to Bid. No extension shall be provided after the expiry date of the tender.
3. At the submission deadline, and not before, Tender Link will forward to the Portal's Administrator access to the tender box electronic keys to open proposals.
4. To ensure the integrity and compliance with Part 1 (Instructions to Bidders), the Opening of the Tender Box can only be actioned by the Ministry of Finance's designated Administrator. For security purposes, all openings are dated and time stamped, ensuring compliance of their opening with Clause 9 of this Instructions to Bidders.

PART 2: LETTER OF AWARD

Insert Principal's letterhead

Insert date

Insert the address of the Contractor

LETTER OF AWARD: Internet Service Provider for Ministry of Agriculture & Fisheries
RfQ: MAF24/25-ISP1.

1. The Government of Samoa (the 'Principal') issued the above request for quotation on *insert date* for the above works. The deadline for the request for quotation closed on *insert date*. Your company (the 'Contractor'), as *insert description of the contractor* submitted a quotation on *insert date*. The evaluation of the said quotation took place on *insert date*.
2. We wish to inform that your quotation has been successful. The Principal is desirous for you, the Contractor, to perform the Minor General Services in accordance with the:
 - (a) The Request for Quotation, RfQ Ref No. *insert Ref No MAF24/25-ISP1*. (the 'RfQ') inclusive of Instructions to Contractors;
 - (b) General Conditions of Contract attached to the RfQ;
 - (c) Special Conditions of Contract attached to the RfQ;
 - (d) Service Requirements, OHS Instructions & Activity Schedule Work Items.
3. The Employer, acting by and through the Honourable Minister of the Ministry of Agriculture & Fisheries now signs this letter to confirm that it accepts RfQ by the Contractor. Please sign the space indicated as confirmation of your acceptance to carry out the General Services in accordance with documents canvassed in paragraph 2 of this letter.

SIGNED AND EXECUTED by the)
Dr Seuseu Tauati,
CEO-MAF)

In the presence of:)

.....
(Witness)

.....
(Name & Designation)

AFFIXED HERETO is the **COMMON**)
SEAL of *insert name of Contractor*)

.....
(Director)

In the presence of:

.....
(Director/Secretary)

PART 3: REQUEST FOR QUOTATION – MINOR GENERAL SERVICES



GOVERNMENT OF THE INDEPENDENT STATE OF SAMOA

Principal Name: Ministry of Agriculture & Fisheries
 Address: Level 4, TATTE Building
 Contact Details: 685 22561 fax 24576

REQUEST FOR QUOTATION: Minor General Services

| | | | | |
|------------------|--|---|---------------------|-----------------------|
| RFQ NAME. | INTERNET SERVICE PROVIDER FOR MINISTRY OF AGRICULTURE & FISHERIES | | RFQ No. | MAF 24/25-ISP1 |
| TO | SERVICES PROVIDER NAME | enter Services Provider name | | |
| | CONTACT PERSON | enter name of coordinator/ liaison person | enter telephone no. | |
| | OFFICE ADDRESS | enter street/ road name and township name | | |

Please provide your quotation for the following minor GENERAL SERVICES by **11.00am on Monday 06th March 2023** and Time at the following address Secretary of the Tenders Board, Ministry of Finance, Level 4 Central Bank of Samoa Building

| Quotation Validity | 90 days | RFQ APPROVAL | TY11B APPROVAL | | |
|---|------------------------------------|---|-----------------------|--|----------------|
| Required Completion Period | 12 months | <i>Initial</i> | <i>initial/ date</i> | | |
| Required Completion Date | By the end of the 12 months | | | | |
| Performance Security | Not Applicable | Chief Executive of Ministry of Agriculture & Fisheries | | | |
| Performance Security type | Not Applicable | <i>Date</i> | | | |
| SUPERVISING TECHNICAL ENTITY IS: | | MAF Corporate Division | | | |
| THE SUPERVISOR IS : | | Vui Susana Tuilaepa, ACEO Corporate Service / email: susanat.tuilaepa@maf.gov.ws. | | | |
| No | Services Description | Qty | Unit | Unit Price | Extended Price |
| | Refer Part 6 | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | ATTACH SHEET FOR ADDITIONAL ITEMS | | | TOTAL | |
| PLEASE SUBMIT THE FOLLOWING TECHNICAL SCHEDULES (put "X" for required attachments) | | | | | |
| WORK SCHEDULE/ BAR CHART | | CASH FLOW | | WORK PROGRAM/ METHODOLOGY | |
| PAYMENT SCHEDULE | | EQUIPMENT SCHEDULE | | KEY PERSONNEL | |
| ORGANIZATION CHART | | SUBCONTRACTORS | SUPPLIER LIST | MATERIAL SOURCES | |
| We certify that we comply with eligibility & National Ownership requirements of Instructions to Service Providers clauses 2a to 2d. (overleaf). If our offer is accepted, we undertake (a) to deliver required minor services in accordance with our offer above; and the General Condition of Contract ('GCC') and Special Condition of Contract ('SCC'); and the works specifications, OHS Instructions & activity schedule works item (b) to provide the Performance Security in the prescribed form, amount & time (c) to abide by this quotation for the Validity Period stated above. | | | | Service Provider's Authorized Officer Sign, Stamp where applicable and Date | |

Bid-Securing Declaration

The bidder shall fill in this Form in accordance with the instructions indicated utilizing the bidder's official letterhead.

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

RFQ No.: **(MAF 24/25-ISP1)**

To: *(Ministry of Agriculture & Fisheries)*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the procuring entity for the period of time of *one (1) year* starting on , if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have materially modified or withdrawn our bid during the period of bid validity specified in the Request for Quotation Form; or
- (b) do not accept a correction of errors;
- (c) having been notified of the acceptance of our bid by the procuring entity during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand if the Bid Securing Declaration becomes forfeit we will be disqualified from participating in any Government procurement for one year regardless of the source of funding. We understand this Bid Securing Declaration shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of your notification to us advising the execution of the contract with the successful bidder; or (ii) twenty-eight (28) days after the expiration of our bid.

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

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

Duly authorized to sign the bid for and on behalf of: *complete name of bidder*

Dated on _____ day of _____, _____ *date of signing*

Corporate Seal (where appropriate)

Note: *In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid*

**PART 4:
GENERAL CONDITIONS OF
CONTRACT: MINOR GENERAL
SERVICES**

- 1 APPLICATION CONTEXT: These Conditions apply only for use within the Independent State of Samoa for contracts awarded through request for Quotation processes for Minor General Services in accordance with the Procurement Operating Manual 2020 Section C.2.2.6.
 - 2 NAMES OF PARTIES: As stated in the Letter of Award, the Government of Samoa as represented by **Ministry of Agriculture & Fisheries** is the Principal and the successful bidder will be named the Contractor.
 - 3 CONTRACT DOCUMENTS: Subject to the order of precedence set forth in clause 4 of these GCC, all documents forming the Contract (and all of its parts) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
 - 4 ENTIRE AGREEMENT: The Contract constitutes the entire Agreement between the Principal and the Contractor and includes the following documents which replaces all communications, negotiations and agreements (whether written or oral):
 - a. Letter of Award
 - b. The Request for Quotation, RfQ Ref No. **MAF24/25-ISP1** . (the 'RfQ') inclusive of Instructions to Contractors;
 - c. These General Conditions of Contract;
 - d. Special Conditions of Contract;
 - e. Services Specifications, OHS Instructions & Activity Schedule Work Items.
 - 5 CONTRACT PERIOD: This Contract shall commence on the date specified in the SCC and shall be for a period as identified in the SCC (the 'Completion Period') and shall be completed by the Completion Date identified in the SCC.
 - 6 CONTRACT PRICE: The Principal shall ONLY pay to the Contractor the Contract Price set out in the SCC. The Contract shall provide the Principal with a Claims for Payment which shall:
 - a. State the amount of the contract price received to date each head of costs;
 - b. The amount of the Claim for Payment including the Head of Cost under which it is claimed;
 - c. Detail the Services performed and completed since the previous claim for Payments including the materials used;
 - d. report on the progress of the Services.
- The Supervisor shall issue a Progress Payment Certificate once he/she are satisfied that the Claim for Payment is bona fide. The Principal must pay the amount in the Claims for Payment fourteen (14) days from when he/she is satisfied with the Claim for Payments.
- 7 SUPERVISOR: The Supervisor shall be responsible for liaising with the Contractor and general administration and supervision of the Services. The Supervisor is set out in the SCC.
 - 8 AMENDMENT: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to this Contract and is signed by a duly authorized representative of each of the Parties to the Contract.
 - 9 LANGUAGE: The applicable language of the Contract is English.
 - 10 LAW: The applicable law of the Contract is the law of the Independent State of Samoa.
 - 11 INTERPRETATION: If the context requires it, singular means plural and vice versa. The reference to one gender shall mean the other gender.
 - 12 COMMUNICATIONS/NOTICES: Communications between parties to the Contract shall be effective only when communicated or delivered in written form with proof of receipt, to the address specified in the SCC.
 - 13 COPYRIGHT: Both parties shall observe requirements of the Samoa Copyright Act 1998 and international conventions concerning material produced by third parties.
 - 14 DOCUMENT OWNERSHIP: Unless otherwise provided in Contract schedules and as applicable to Contract category, all plans, specifications, designs, reports, other documents and software prepared by the Contractor shall become and remain the property of the Principal, without encumbrances of ownership by other parties. The Principal shall establish proof of ownership of existing materials provided to the Contractor for contract performance and the Contractor shall establish the right to use and reproduce any materials

produced by third parties to be used in contract performance.

- 15 CONFIDENTIALITY: The Parties shall keep confidential and shall not divulge to any third party any documents, data or other information furnished directly or indirectly in regard to the Contract, without written consent of the other Party.
- 16 CONFLICT OF INTEREST: The Contractor shall not have a conflict of interest. The Contractor warrants that to the best of its knowledge and after making diligent inquiry, at the date of signing the contract, does not have a conflict with the interests of the Employer or is likely to arise in the performance of the Services. If during the performance of the Services a conflict of interest arises or appears likely to arise, the Contractor agrees to:
 - (a) Immediately notify the Employer in writing;
 - (b) make full disclosure of all relevant information relating to the conflict; and
 - (c) take such steps as the Employer may reasonable require to resolve or otherwise deal with the conflict.
- 17 CURRENCY OF PAYMENT: The currency for payment shall be in Samoan Tala.
- 18 PRICE ADJUSTMENT: Price adjustment for changes in economic conditions shall not apply to any contract resulting from RFQ processes.
- 19 TAXES AND DUTIES: The Contractor is liable for all taxes and duties, in accordance with the particular application context and the laws of the Independent State of Samoa.
- 20 ACCOUNTING, INSPECTION & AUDIT: The Contractor shall permit and also require its subcontractors and consultants to permit, the Government and/or its authorized appointees to inspect the Contractor's office and all accounts and records relating to contract performance and/or tender submission and to have such accounts and records audited by the Government's appointed auditors. Moreover, acts by the Contractor to materially impede inspections and audits are a prohibited practice subject to termination and declaration of ineligibility.
- 21 LIMITATION OF LIABILITY: Except for its negligence or misconduct in performing the Contract and its related obligation to pay liquidated damages, the Contractor will not be liable to the Principal for any form of consequential loss or damage, loss of use, loss of production or loss of profits plus interest cost.

The total liability of the Contractor under the Contract or civil law shall not exceed one hundred and fifty percent (150%) of the Contract Price, except that this shall not apply to costs of rectifying defective equipment, services or other deliverables.

- 22 SUSPENSION: The Principal may, with written notice of the nature of default, suspend all payments to the Contractor if the Contractor fails to perform particular requirements of the Contract and shall require the Contractor to remedy the default within thirty (30) days of Contractor receiving the suspension notice.
- 23 TERMINATION: Where a party defaults on any of its obligations under this Contract, the other party may give notice requiring that the failure be remedied within fourteen (14) days and if not remedied within that time, may terminate the Contract immediately.

The Principal may terminate the contract if any of the events set out in the SCC occurs.

Notwithstanding this, the Principal may terminate the contract for convenience. If the contract is terminated, the Contractor shall stop the Services immediately, make the site safe and secure, and leave the site as soon as reasonably possible. If the contract is terminated for the Principal's convenience or because of a fundamental breach of contract, the supervisor shall prepare a statement of services owing to the contractor based on services done and delivered as final payment.

- 24 FORCE MAJEURE: If, because of the result of an event of Force Majeure causing delay and the Contractor is unable to perform its Contract obligations, it shall not be liable for its Performance Security forfeiture, liquidated damages or termination for default. The Contractor shall notify the Principal in writing of such condition, its cause and the nature of the delay or its inability to perform its Contract obligations as soon as practicable.
- 25 LIQUIDATED DAMAGES: Unless the Completion Date is extended in accordance with clause 8, the Contractor shall pay damages to the Principal at a rate per day stated in the SCC for each day that the Completion Date is later than the intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. Payments under this provision shall not affect the Contractors Liability. The Principal may deduct liquidated damages from payments due to the Contractor.

- 26 **GOOD FAITH:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the contract's objectives, operate fairly together without detriment to each other and exercise their best efforts to agree on actions which may be needed to remove causes of unfairness. Provided that failure of such action shall not be the subject of formal legal redress indicated in Clause 27 following
- 27 **AMICABLE SETTLEMENT:** Either Party with an unresolved issue concerning actions or inaction of the other Party may seek resolution through an independent third party empowered to enable resolution.
- 28 **DISPUTE SETTLEMENT:** Any dispute arising out of the Contract which cannot be settled amicably according to Clause 27 shall be settled in accordance with the provisions of the Arbitration Act 1976 of Samoa and best international practice.
- 29 **INDEMNITY:** The Contractor shall, subject to Clause 21, at all times indemnify, hold harmless and defend the Principal, its officers, employees and agents from and against any loss or liability reasonably incurred or suffered by any of those indemnified arising from any claim, suit, demand action or proceeding by any person against any of those indemnified where such loss or liability was caused by any willful, unlawful or negligent act or omission of the Contractor, its employees, agents or Subcontractors in connection with the Contract.
- 30 **COMPLIANCE WITH POLICIES AND PROCEDURES:** The Contractor must, when using the Principal's Premises or facilities, comply with all reasonable directions of the Principal and all procedures and policies of the Principals including those relating to occupational health (including no smoking), safety and security in effect a those premises or in regard to those facilities, as notified by the Principal or as might reasonably be inferred from the use to which the Premises or facilities are being put.
- 31 **INSURANCE:** The Contractor will be responsible for taking out any appropriate insurance coverage during the duration of the Contract.
- 32 **ASSIGNMENT:** The Contractor shall not assign this Contract or sub-contract any portion of it without the Principal's prior written consent.
- 33 **WAIVER:** If a party does not exercise (or delays in exercising) any of its rights, that failure or delay does not operate as a waiver of those rights. A single or partial exercise by a party of any of its rights does not prevent the further exercise of any right. In this clause, "rights" means rights or remedies provided by this Contract or at law.
- 34 **WARRANTY:** The Contractor acknowledges and confirms Contractor its workers have the necessary expertise to carry out the services to completion in accordance with the terms and conditions of this Contract. Further, that it will carry out the services and prepare all the necessary documents, plans, details, calculations, specifications and other information in accordance with the Specifications and all the other provisions of this Contract.
- 35 **CLEANING UP:** The Contractor shall, to the satisfaction of the Supervisor keep the Site and Services tidy and clean during the execution of the Service and at its completion. The ownership of any leftover or surplus material at the Completion of the Services shall remain vested in the Principal.
-

PART 5: SPECIAL CONDITIONS OF CONTRACT: MINOR GENERAL SERVICES

| GCC | Details |
|-----------|---|
| Clause 5 | Commencement date: insert Completion Period: insert Completion Date: insert |
| Clause 6 | The Contract Price shall be an amount not exceeding insert (incl. all taxes) |
| Clause 7 | Supervisor shall be: insert |
| Clause 12 | For communications to the: (a) Principal It must be delivered to the following address: insert (b) Contractor It must be delivered to the following address: insert address |
| Clause 23 | (a) The Contractor stops the work for 14 days when no stoppage of the work is shown on the current Program. (b) The Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation. (c) The Contractor does not maintain a Security, which is required; (d) The Contractor has delayed the completion of the works by the number of days for which the maximum amount of liquidated damages can be paid i.e. 0.5% of the contract price per day. The total amount must not exceed 15% of the Contract Price) |
| Clause 25 | Rate per day: 0.5% Maximum amount: 15% of the Contract Price Not applicable |

**PART 6: SERVICE SPECIFICATIONS, OHS INSTRUCTIONS & ACTIVITY
SCHEDULE WORK ITEMS**

| # | SPECIFICATION | | COST(SAT\$) |
|---|--|---|--|
| 1 | Internet Service | Unlimited Broadband Service over Fiber Optic Link (60Mbps download/60Mbps upload) | \$ |
| 2 | Speed | 60mbps duplex | |
| 3 | Term | 12 months | |
| 4 | Network Availability | 99.9% access to high availability fiber optic | Credits can be claimed for ISP failure to meet Network Availability as follows: = > 99.5% - no credit < = 99% - 10% MRC credit < = 90% - 20% MRC credit < = 75% - 50% MRC credit |
| 5 | Public IP allocation | One (1) Public IP Five (5) extra IP addresses | \$ |
| 6 | Child Accounts (WiFi) (to be connected for offsite support services) | Minister (40GBs monthly allocation) Associate Minister 30GBs monthly allocation Chief Executive Officer (30GBs monthly allocation) Principal IT (30GBs monthly allocation) | \$ |
| 7 | Sponsored Special Event | 2 International Conferences | \$ |
| 8 | Technical Support – Repair and Maintenance timeframes | Target Fault Response – 1 hour Target Fix Time – 6 hours Customer Updates – Every Hour | \$ |
| 9 | Redundancy Plan | 30Mbps redundant Secondary Link (Fiber Optic or WLAN) | \$ |
| | Total | | \$ |