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# REQUEST FOR TENDER SINU-T002/19-DIT



## Scope

- 1.1 The Bidding Document invites Bids for supply and installation/commission of two physical server systems dedicated to staff and students' email systems, Netshare, library system (Koha and DSpace), Student's Moodle, CCTV network etc. The second Server is dedicated to finance system (Attache').
- 1.2 Configure and migrate individual services from the existing server system (Dell R720) to respective servers.
- 1.3 Provide appropriate operation and maintenance training for University IT staff.
- 1.4 Provide **ALL** appropriate documentation, maintenance-training for the University ICT team.

# **PART A – TECHNICAL SPECIFICATIONS**

#### 1.0 Technical Specifications

**PART A - Technical Specifications** for Request for Tender for supply and installation/commission of two physical servers, which include ICT Server and Finance Server.

#### 1.1 Servers

1.1.1 Server #1 will host virtual machines for email, fileshare, Koha, DSpace, Moodle, CCTV etc. while second Server will host Finance applications (Attache').

#### 2.0 ICT Server

The ICT physical server system offered shall meet the following specifications:

	Server #1
Form Factor	3U Rack Server
Processor	Up to four 2nd Generation Intel® Xeon® Scalable processors with up to 28 cores per processor



Memory			
DIMM Speed	Up to 2933MT/s		
Memory Type	RDIMM LRDIMM DCPMM (Intel® Optane <sup>™</sup> DC persistent memory)		
Memory Module Slots	48 DDR4 DIMM slots (12 NVDIMM or 24 DCPMM slots) Supports registered ECC DDR4 DIMMs only		
Maximum RAM	RDIMM 3TB LRDIMM 6TB NVDIMM 384GB DCPMM 12.28TB (15.36 with LRDIMM)		
Storage			
Front Bays	Up to 24 x 2.5" drives with up to 12NVMe PCie SSDs max 184.32TB		
Storage Controllers			
Internal Controllers	PERC H730P, H740P, H330, HBA330		
Software RAID	S140		
External HBAs (non-RAID)	12Gbps SAS HBA		
External PERC (RAID)	H840		
I/O and Ports			
Network Options	4 x 1GbE 4 x 10GbE, 2 x 10GbE + 2x 1GbE 2 x 25GbE		
Slots			
PCIe	13 x Gen3 slots (3 x 8 slots + 10x 16 slots)		
Video Card	1 x VGA		
Bezel	Optional LCD bezel or security bezel		
Dimensions & Weight			
Height	130.3mm (5.13")		
Width	434.mm (17.08")		
Depth	784.2mm (30.8")		
Weight	49.9kg (110lbs.) *Dimensions do not include bezel		

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Security	Cryptographically signed firmware
	Secure Boot
	Secure Erase
	Silicon Root of Trust
	System Lockdown
	TPM 1.2/2.0, TCM 2.0 optional
<b>Power Supplies</b>	1100W -48VDC Gold
	1100W Platinum
	1100W 380VDC Platinum
	1600W Platinum
	2000W Platinum
	2400W Platinum
	Hot plug power supplies with full
	redundancy
	Up to 8 hot plugs fans with full redundancy

#### 3.2 Finance Server

The physical server system for Finance shall meet following specifications:

Server #2				
Form Factor 2U Rack Server				
Processor	Up to two 2nd Generation Intel® Xeon® Scalable processors with up to 28 cores per processor			
Storage	Front Bays Up to 16 x 2.5" SAS/SATA/SSD, max 122.88TB Up to 8 x 3.5" SAS/SATA, max 112TB			
Power Supplies	Power Supplies 495W Platinum 750W Platinum 750W 240VDC* Platinum 1100W Platinum 1100W -48VDC Gold 1100W 380VDC* Platinum 1600W Platinum 2000W Platinum			



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	2400W Platinum 750W Titanium Hot plug power supplies with full redundancy option Up to 6 hot plugs fans with full redundancy
Storage Controllers	<b>Internal controllers:</b> PERC H330, H730P, H740P, HBA330
	Software RAID: S140
	External HBAs (non-RAID): 12Gbps SAS HBA
	External PERC (RAID): H840
	Boot Optimized Storage Subsystem: HWRAID 2 x M.2 SSDs 240GB or 480GB
Dimensions & Weight	Height: 86.8mm (3.4")
	Width*: 434.0mm (17.1")
	Depth*: 737.5mm (29.0")
	Weight: 28.6kg (63.0lbs.)
	Dimensions do not include bezel
Memory*	<b>DIMM Speed:</b> Up to 2933MT/s
	Memory Type: RDIMM LRDIMM NVDIMM DCPMM (Intel® Optane <sup>™</sup> DC persistent memory)
	Memory Module Slots: 24 DDR4 DIMM slots (12 NVDIMM or 12



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	DCPMM only) Supports registered ECC DDR4 DIMMs only		
	Maximum RAM: RDIMM 1.53TB LRDIMM 3TB NVDIMM 192GB DCPMM 6.14TB (7.68TB with LRDIMM)		
Accelerators	Accelerators Up to three 300W or six 150W GPUs Up to three double-width or four single-width FPGAs		
Security	Cryptographically signed firmware Secure Boot Secure Erase Silicon Root of Trust System Lockdown (requires OpenManage Enterprise) TPM 1.2/2.0, TCM 2.0 optional		
Regulatory	Product Safety, EMC and Environmental Datasheets		
Ports	Network Options: 4 x 1GbE 2 x 10GbE + 2 x 1GbE 4 x 10GbE 2 x 25GbE Front Ports: 1 x Dedicated remote direct USB 2 x USB 2.0 1 x USB 3.0 (optional) 1 x VGA		
	Rear Ports: 1 x Dedicated remote network port 1 x Serial 2 x USB 3.0 1 x VGA		
Slots	PCIe 8 x Gen3 slots (4 x16)		



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	Video Card 1 x VGA			
Supported Operating Systems	Canonical Ubuntu Server LTS Citrix Hypervisor Microsoft Windows Server LTSC with Hyper-V Oracle Linux Red Hat Enterprise Linux SUSE Linux Enterprise Server VMware ESXi			
Rack Support	ReadyRails sliding rails with optional cable management arm for 4-post racks (optional adapter brackets required for threaded hole racks).			

#### 4.0 LICENSES

Types	Description
Virtual Machine (VM) License	
VMWARE VSPHERE 6 STANDARD LIC	
• Server #1 (ICT)	VMware vSphere 6 Standard for Embedded OEMs Licensed for 4 physical CPUs
	*unlimited cores per CPU
• Server #2 (Finance)	VMware vSphere 6 Standard for Embedded OEMs Licensed for 2 physical CPUs
	*unlimited cores per CPU
Microsoft Server Licenses	
MICROSOFT WINDOWS 16 SERVER STD CORE SNGL LIC/SA ACADEMIC OLP 2LICS NOLEVEL CORE LIC	
• Server #1 (ICT)	Subject to # of VMs
• Server #2 (Finance)	Subject to # of VMs



# **PART B – COMMERCIAL TERMS and CONDITIONS**

#### 1.0 Introduction

 1.1 The Solomon Islands National University (SINU), hereby called *the University* Requests for Tender for supply and installation/commission of two physical servers as per Article 1 - Scope and Article 2, Part A – Technical Specifications.

#### 2.0 Eligibility of Bidders

- This bidding is opened to all eligible companies as defined in Article 2.3
   Part B.
- 2.2 The University may, in its sole unfettered discretion, disqualify or otherwise determine ineligible any potential Bidder that the University believes is, has been or will be, whether directly or indirectly, engaged in criminal or any other unethical behaviour, financially unsound, or otherwise unfit in the University's opinion to participate in the bidding exercise. This provision shall also be a condition precedent to, and continuing condition of, any Contract between the University and a successful Bidder.
- 2.3 A Bidder shall not be eligible to participate in this bidding or in the performance of the contract under consideration if such Bidder, or any employee, executive, manager or director thereof:
  - i. Participated in the preparation of the concerned procurement notice or Bidding Documents, or any part thereof, being subsequently used by University; or
  - ii. Received assistance in the preparation of its Bid or request to participate from a person or company who or that participated in the preparation of the concerned procurement notice or Bidding Documents, or any part thereof.
- 2.4 In its Bid, the Bidder shall indicate the origin of the Goods proposed.
- 2.5 Unless otherwise specified, the Bidder must present certificates of origin for all Goods required for the provisional acceptance or upon presentation of the invoice. The option chosen shall be specified in the Contract / Purchase Order.
- 2.6 A Bidder shall not be eligible to participate in this bidding or in the performance of the contract under consideration if such Bidder:
  - i. is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation



arising from a similar procedure provided for in national legislation or regulations;

- ii. has been convicted of an offense concerning its professional conduct by a judgement;
- iii. has been subject of a judgement for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the financial interests of the University;
- iv. is guilty of misrepresentation in supplying the information required as a condition of participation in this bidding exercise or fail to supply this information;
- v. Is subject to a conflict of interest.

#### 3.0 Ethics

- 3.1 In accordance with general University procurement principles, it is a requirement of the University that Bidders, or any University executive, manager or director or staff thereof, observe the highest standards of ethics during each phase of any procurement and execution of contracts. The University defines for this purpose:
  - i. **Coercive practice** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement or affect the execution of a contract;
  - ii. **Collusive practice** means a scheme or arrangement between two or more Bidders, designed to establish bid prices or other terms at artificial, non-competitive levels;
  - iii. Corrupt practice means the offering, giving, receiving, or soliciting, directly or indirectly, of anything, of value to influence the action of any University official or any other person(s) involved in any procurement or in contract execution;
  - iv. *Fraudulent practice* means a misrepresentation or omission of facts in order to influence a procurement or the execution of a contract.
- 3.2 In pursuance of these requirements, the University will:
  - i. Reject a Bid if it determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract;
  - ii. Terminate a contract if it determines that the contractor has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, and in executing, the contract;
  - iii. Declare the Bidder ineligible, either indefinitely or for a stated period of time, from being awarded any contract by the University if it at any time determines that the Bidder has, directly or through an agent, engaged in



corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the contract.

#### 4.0 Bidder's Responsibilities

- 4.1 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a Bid substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
- 4.2 The Bidder shall bear all costs associated with the preparation and submission of its Bid, including costs relating to contract award, and the University will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 4.3 Bidders must familiarize themselves with local conditions and take them into account in preparing their Bids. To obtain information on the assignment, technical requirements, and on the local conditions, Bidders are encouraged to attend, at their own cost and risk, a pre-bid meeting/onsite visit, if one is specified. Such meetings are optional.

#### 5.0 One Bid Per Bidder

5.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in case of alternative bids that have been permitted or requested pursuant to **Article 11** shall cause all Bids with the Bidder's participation to be disqualified.

#### 6.0 Third Party Contract Assignment

6.1 The Bidder shall not assign, in whole or part of its obligations to a third party to perform under the Contract without a prior written consent from the University.

#### 7.0 Language of Bid

7.1 Unless another governing language is specified, the governing language in respect to the Bid prepared by the Bidder as well as all correspondence and documents relating to the Bid exchanged between the Bidder and the University shall be English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in the governing language, in which case, for purposes of interpretation of the Bid, the translation shall govern.



#### 8.0 Clarification of Bidding Documents

- 8.1 Any prospective Bidder requesting any clarification on any contents in the Bidding Documents may notify the contact person of the University stated in **Article 61 Part B** in writing.
  - 8.2 The University will issue a clarification note in respect to any, in the opinion of the University, reasonable request for clarification on the contents in the Bidding Documents, which it receives no later than seven (7) calendar days prior to the deadline for the receipt of Bids.

#### 9.0 Amendments to Bidding Documents

- 9.1 At any time prior to the deadline for the receipt of Bids, the University may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment which will be published under the relevant procurement notice on University's web-site, <u>http://www.sinu.edu.sb</u>
  - 9.2 All prospective Bidders are advised to regularly visit the University website to view any amendments made to the Bidding Documents. The amendments issued pursuant to **Articles 8.2 and 9.1 – Part B** will be binding on the Bidders. University will assume neither responsibility nor liability for the Bidder's non-familiarity with any amendment issued pursuant to any provision herein.
  - 9.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the University may extend the deadline for the receipt of Bids. It is Bidder's responsibility to check for such information on the University website regularly.

#### **10.0 Documents Comprising The Bid**

10.1 A Bid prepared by the Bidder shall comprise of terms in Technical Specifications, Commercial Terms and Conditions and Price Bid Form, duly completed and signed by the Bidder plus any other documents and/or information specified in the Bidding documents.

#### 11.0 Alternative Bids

- 11.1 Unless otherwise specified, alternative Bids shall not be considered by the University, unless:
  - i. Alternative equipment offered is manufactured by a third party, where there is a formal agreement between the third party and the Bidder.



- ii. A certified copy of third party agreement must be submitted to the University for record.
- iii. Such agreement shall ensure the third party's cooperation and support of the contract.

#### 12.0 Bid Prices

- 12.1 The Bidder shall indicate Bid prices appropriately on the **Scheduled B Price Schedule**, the unit prices (where applicable) and total Bid Price of the offered goods.
- 12.2 The Bidder's separation of price components will be solely for the purpose of facilitating the comparison of Bids by the University and will not in any way limit University's right to contract on any of the terms offered.
- 12.3 All non-exempt duties, taxes, and other levies payable by the Contractor under the Contract / Purchase Order, or for any other cause shall be included in the rates, prices, and total Bid price submitted by the Bidder.
- 12.4 The price of the Goods/ Services shall be as stated in the Purchase Order; and may not be increased unilaterally.

#### 13.0 Bid Currency

13.1 Unless otherwise specified, the unit rates and prices shall be quoted by the Bidder entirely in Solomon Islands Dollar or its equivalent.

#### 14.0 Payment

- 14.1 Unless otherwise stipulated in the Purchase Order, the University shall make payment within thirty (30) calendar Days on:
  - Successful delivery of the goods/services to the University as confirmed by Manager of Information and Communications Technology Department, the consignee officer, and approved by his/her Principal Budget Holder;
  - (b) Receipt of customary shipping documents and any other documents specified in the Contract; or
  - (c) Receipt of the original invoice issued by the Contractor; or
  - (d) Receipt of the original Delivery Docket issued by the Contractor and confirmed by University representative.
- 14.2 All invoices and Delivery Docket shall be original and shall contain the Solomon Islands National University Purchase Order number, and a description, the quantities, unit and total price of the Goods/ Services delivered. The currency of invoice and payment shall be as specified in the Purchase Order. Unless otherwise authorised by the University, a



separate invoice shall be submitted for each shipment under the Contract / PO. Subject to **Article 30.2** - **Tax Exemption – Part B**, if applicable, the GST amount shall be separately identified in the invoice.

- 14.3 Payments shall be made in the currency stated in the Contract/PO, on the basis of the equivalent value of Solomon Islands Dollar on the day of payment and shall be paid directly into the Contractor's nominated bank account.
- 14.4 The University shall not pay any charge for late payments.

#### 15.0 Payment Claims

15.1 The payment shall be in three (3) phases:

15.1.2.1	Fifteen percent (15%) after thirty (30) days from signing of Contract;
15.1.2.2	Seventy five percent (75%) after thirty (30) days from signing Provisional Acceptance Certificate; and
15.1.2.3	Ten percent (10%) after thirty (30) days from signing Final Acceptance Certificate.
15.2 .0	University will make all payments on certified delivery docket and original invoice.

#### 16.0 Bidder's Qualification

- 16.1 In pursuant to Article 10 Part B, the Bidder shall furnish, as part of its Bid, the Section 1B Qualification Information Form and other relevant documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its Bid is accepted.
- 16.2 The Bidder shall furnish as part of its Bid the documentary evidence establishing to the University's satisfaction the Bidder's conformity with qualifications and eligibility requirements specified in the Bidding Documents Section 1B Qualification Information Form. Such documentary evidence shall establish that:
  - (a) In the case of a Bidder offering to supply the Goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the Goods' Manufacturer or producer to supply such goods;



- (b) The Bidder has the financial, technical, and production capability necessary to perform the Contract;
- (c) In the case of a Bidder not doing business in Solomon Islands, where the Goods will be delivered, the Bidder is or will be (if awarded the Contract) represented by a local agent equipped and able to carry out the Contractor's maintenance, repair, and spare parts-stocking obligations.

#### **17.0 Conformity of Goods**

- 17.1 Pursuant to Article 10 Part B, the Bidder shall furnish, as part of its Bid, the Bid Forms and other relevant documents establishing that its offered goods and associated services conform to the Bidding Documents.
  - 17.2 The documentary evidence of conformity of the offered goods and associated services to the Bidding Documents may be in the form of literature, drawings, printed materials, and data, and may include but not be limited to:
    - (a) an item-by-item commentary establishing that the goods and services offered by the Bidder conform with Part A -Technical Specifications and Schedule A – Equipment Schedule demonstrating their substantial responsiveness, or a statement of deviations and exceptions to the provisions of the Technical Specifications and Equipment Schedule;
    - (b) as necessary, a detailed description of the essential technical and performance characteristics of the offered goods and associated services, including but not limited to information on available sources special tools, aftersales services etc. as may be specified in Technical Specifications and Equipment Schedule.
  - 17.3 Technical Specifications and Equipment Schedule contain the minimum technical specifications and requirements prescribed by the University. For the purpose of the commentary and description required by **Article 17- Part B**, the Bidder shall confirm that the technical specifications and standards of its offered goods and associated services, as a minimum, comply with the requirements of the Bidding Documents. The Bidder may offer goods and associated services with other standards, brand names, catalogue/product numbers, provided that it demonstrates, to the University's satisfaction, that such offered goods and associated services ensure substantial responsiveness to the requirements specified in the Bidding Documents.



#### 18.0 Period of Validity of Bids

- 18.1 Unless otherwise specified, bids shall remain valid for a period of 30 days after the deadline for the receipt of Bids. A Bid valid for a shorter period shall be rejected by the University as non-responsive.
- 18.2 In exceptional circumstances, the University may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid Performance Guarantee provided under Article 54-Part A shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Performance Guarantee. A Bidder granting the request will not be required nor permitted to modify its Bid.

#### 19.0 Format and Signing of Bids

- 19.1 The Bidder shall prepare an original and the number of copies of the Bid, clearly marking each "**ORIGINAL**" and "**COPY**", as appropriate. In the event of any discrepancy between them, the original shall govern.
- 19.2 The original and the copy or copies of the Bid shall be typed and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- 19.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialled by the person or persons signing the Bid.

#### 20.0 Submission, Sealing and Marking of Bids

- 20.1 Bidders may submit their Bids by email, by post or by hand as specified in Section 1 Bid Forms. Bids must be properly secured and sealed. The bidders shall submit the completed Technical Bid in a form/table format (comprising *inter-alia* the specification of the products/services being offered, past experience of similar supplies, profile of their firm, and all other information and /or evidence, *except price*, asked for by the University in the Section I Bidding Form. Any deviations from the commercial (delivery, payment etc.) terms set out in Part B shall also be brought out by the bidder in the Technical Bid. In addition, the bidders shall also sign and stamp each Commercial Terms and Conditions, as confirmation of their acceptance to the terms and conditions contained therein and submit it along with the completed Technical Bid Forms/tables in a separate envelope clearly marked "Technical Bid".
  - (a) The **Schedule B Price Schedule** shall contain the pricing terms corresponding to the Technical Bid and shall be submitted in a separate sealed envelope clearly marked "**Price Bid**".



- (b) Bidders may deposit their Bids (both Technical Bid and Price Bid, in two separate sealed envelopes, marking envelope as Technical Bid and Price Bid respectively and then put these two envelopes in one big envelope marked "Tender: SINU-T002/19 – DIT " and "closing date")
- (c) The envelope containing Technical Bid and Price Bid must be dropped off in the tender box in the Vice Chancellor's office, Kukum Campus, Honiara by due closing date/time –Article 47 -Part B.

#### 21.0 Delivery Time Schedule and Penalty

- 21.1 All Goods specified must be delivered to Solomon Islands National University, Kukum Campus, Honiara within six (6) weeks from the signing of the Contract.
- 21.2 Delivery of Goods shall be made by the Vendor in accordance with an agreed delivery schedule.
- 21.3 Delivery of equipment must be during normal business hours 08.00 am
   4.30 pm (Local Time) Monday to Friday, excluding weekends and Public Holidays.
- 21.4 Failure to comply with the mutually agreed delivery schedule shall attract zero decimal point zero five percent (0.05%) penalty of Contract amount per day commencing from the contracted date for delivery.

#### 22.0 Enquiry Centre

- 22.1 The Bidder shall appoint their service or helpdesk to handle all queries from the University.
- 22.2 The helpdesk must be available 08.00 am 4.30 pm (Solomon Islands Time), Monday Friday, inclusive but excluding weekends and public holidays.

#### 23.0 Addenda

23.1 Amendments to the Contract Documents will not be recognized unless confirmed in writing by the University by means of Addenda.



#### 24.0 Evaluation and Selection

- 24.1 The University reserves the right to accept any, or any part thereof, or none of the offers. The lowest offer or any offer will not necessarily be accepted.
- 24.2 The selection of a successful Bidder by the University shall be final.
- 24.3 The selection will be based on the price, performance record and equipment offered; and in compliance with Part A - Technical Specifications and Part B - Commercial Terms and Conditions as set out in this document, plus any variants as agreed with the successful Bidder.

#### 25.0 Use of Tender Documents and Information

- 25.1 The Bidder shall not, without the University's prior written consent, disclose the Tender, or any provision thereof, or any specifications, drawing, pattern, sample or information furnished by or on behalf of the University in connection with, to any person other than a person employed by the Bidder in the performance of this Contract.
- 25.2 Disclosure of any such information to person employed or nominated by contractor shall be made in confidence and shall extend only as far as may be necessary for the purpose of such performances.
- 25.3 The Bidder shall not, without the University's prior written consent, make use of any document or information specified above, except for the purposes of performing the Contract.
- 25.4 Any documents, other than tender documents, specified above, shall remain the property of the University and shall be returned (all copies) to the University on completion of the Bidder's performance under the Contract, if so required by the University.



#### 26.0 Termination of Contract for Default

- 26.1 The University may, without prejudice to any other remedy for the breach of Contract, by written notice of default sent to the Bidder, terminate the Contract in whole or in part thereof:
  - (a) If the Bidder fails to deliver any or all of the goods/services within six (6) weeks from the date of signing of the Contract, or any extension thereof granted by the University; or
  - (b) If the Bidder fails to fulfil any other obligations under the Contract; or
  - (c) If the Bidder, under neither of the above circumstances, does not rectify its failure within a period of seven (7) calendar days (or such longer period as the University may authorize in writing) after receipt of notice of default from the University specifying nature of the default(s).
- 26.2 In the event the University terminates Contract in whole or in part thereof, the University may procure, upon such terms and conditions and in such manner as it deems appropriate, goods/services similar to those undelivered.
- 26.3 Notwithstanding the above, the Bidder shall continue performance of the Contract to the extent not terminated.

#### 27.0 Resolution of Disputes

- 27.1 The University and the Bidder shall make every effort to resolve amicably any disagreement or disputes arising between them under or in connection with the Contract.
- 27.2 If after thirty (30) calendar days from the commencement of such informal negotiations, the University and the Bidder have been unable to resolve the dispute amicably; either party may require that the dispute be referred for resolution by arbitration mechanism. The



arbitration ruling shall be final and binding on both the University and the Vendor.

#### 28.0 Applicable Law

28.1 The Contract shall be governed by and interpreted in accordance with the laws of Independent State of Solomon Islands.

#### 29.0 Force Majeure

- 29.1 In the event that there is a delay in performing full or part thereof of the contract obligations by the Bidder or its subcontractors due to Force Majeure, including but not limited to war, civil insurrection, fires, floods, cyclones, epidemics, earth quakes, tsunami, quarantine restrictions, industrial strikes, freight embargoes, non-availability of ships/flights; such delays may be exempted.
- 29.2 If a Force Majeure situation arises, the Bidder shall promptly notify the University in writing of such conditions and the causes thereof. Unless otherwise directed by the University in writing, the Vendor shall continue to perform its obligations under the Contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### 30.0 Bid/Contract Currency, Taxes and Duties

- 30.1 All prices quoted in the Tender offer must be in Solomon Islands dollar or its equivalent and shall remain current or unchanged during the term of the Contract unless in case of Article 33 – Part B.
- 30.2 Under Article 10 (4c) of Solomon Islands National University Act 2012 (No.9 of 2012), University is exempted from liability to pay any tax, levy, duties or rates under any law. Therefore, Bidder must exclude such tax components in their offer.
- 30.3 The Bidder shall be entirely responsible for all taxes, stamp duties and other such levies imposed outside of Solomon Islands.



#### 31.0 Guarantee/Warranty Period

- 31.1 The Bidder shall guarantee the works and equipment against any defects under normal working conditions for a period of three (3) calendar years from the date of delivery of items to the University.
- 31.2 3-year warranty is inclusive of 3-year parts, 3-year labour and 3-year onsite support.
- 31.2 The Bidder shall, at his own expense, replace the defect item within seven (7) calendar days.

#### 32.0 Insurance on Goods

- 32.1 All Goods offered/supplied under the Tender/Contract shall be fully insured in a freely convertible currency against any loss or damage incidental to manufacture or acquisition transportation, storage, delivery and installation.
- 32.2 Without limiting the Bidder's liability as provided under the Contract, the Bidder shall procure or ensure that its subcontractors procure such additional insurance cover.

#### **33.0 Contract Variations**

- 33.1 All contract variations shall be submitted in writing to the University for Approval.
- 33.2 No variations shall be deemed to be accepted by the University until such Request from the Bidder covering the variation is formally approved by the University.
- 33.3 The University may at any time, by written notice to the Bidder, make changes within the general scope of the Contract.
- 33.4 Upon notification by the University of such change, the Bidder shall submit to the University an estimate of costs for the proposed change



(hereto referred to as the Change or Changes) within five (5) calendar days of the receipt of notice of the change and shall include an estimate of the impact, if any, of the Change on the delivery dates as well as a detailed schedule for the execution of the Change.

- 33.5 The Bidder shall not perform Changes in accordance with the above until the University has authorized a Change order in writing on the basis of the estimate provided by the Bidder.
- 33.6 Adjustments in the supply Schedule authorized by a Change are not subject to re-negotiation, and such adjustments shall be deemed to include any cumulative effect of this and previous authorized Changes.
- 33.7 Changes mutually agreed upon as a Change shall constitute a part of the work under this Contract, and the provisions and conditions of the contract shall apply to the said Change.
- 33.8 In the event, the University shall cause the Bidder to expend labour or materials, or both, of any nature in order to provide the University with information upon which to base a decision as to whether Change should be ordered. If such change is not ordered, the University shall reimburse the Supplier for the total cost related to supplying such information.
- 33.9 The Bidder shall not supply any additional or optional equipment during the term of the Contract without prior written approval from the University.
- 33.10 However, if there is a need for additional or optional equipment with subsequent price increases during the term of the contract such increases shall be done within two (2) weeks from the date of singing of Contract. The price increase shall not be more than five percent (5%).

#### 34.0 Contract Termination Provisions

34.1 In addition to **Article 26 – Part B**, the University reserves the right to terminate the Contract in the event of:



- (a) Bankruptcy or external administration of the Contractor.
- (b) Events beyond the control of the University making the contract completion impossible.
- (c) Failure by the Contractor to deliver the equipment on time or within thirty (30) calendar days of delivery of a notice of default.
- (d) The Contractor shall reimburse all monies owed to the University in case of events in 34.1 (a) and 34.1(c) – Part B.

#### 35.0 Arbitration

35.1 In the event of a dispute arising between the Vendor and the University, the arbitration shall be effected by the Arbitration Tribunal of the Independent State of Solomon Islands.

#### 36.0 Confidentiality

36.1 All parties shall agree to keep all terms of the Proposal and Contract confidential.

#### 37.0 Defect Liability Period

- 37.1 The Defects Liability Period shall commence thirty (30) working days from the date of delivery of each unit.
- 37.2 All defects and/or omissions (on the part of the Bidder) documented as part of the delivery process shall be rectified by the Bidder within thirty (30) calendar days (excluding weekends or public holiday period should it coincide).
- 37.3 At any time prior to the expiration of the Defects Liability Period the University may direct the Bidder to rectify any:
  - (a) Additional issue caused by omission or incorrect configuration of the system on the Bidder's part; and/or
  - (b) System defect which becomes apparent that affects the University's operations.



37.4 From delivery date to the completion of the Defects Liability Period, the Contractor shall provide, **free of charge,** full repairs/maintenance for all equipment bought under the contract.

#### 38.0 Access to University Sites

38.1 The Bidder, his employees or Subcontractors will be provided with access to the University sites to sufficient extent to enable unimpeded performance of the contracted works. Such access shall be by prior arrangements between the Vendor and University's Contact personnel or nominee.

#### 39.0 Industrial Relationship

39.1 The Bidder shall, at all times, must ensure harmonious industrial relationships are maintained and that disputes arising are promptly and amicably settled by appropriate means.

#### 40.0 Standards

- 40.1 All materials supplied and all works performed must be to a standard deemed acceptable to the University in all aspects.
- 40.2 Bidder shall make good, any deficiency in any work, required by the University.
- 40.3 Equipment supplied and work performed shall comply with latest or current national or international practice, standards and specifications, (latest issue in all cases).
- 40.4 All materials and equipment to be provided under this contract shall conform to the requirements of all Statutory Authorities having jurisdiction over the Works described in these Specifications.
- 40.5 Where standards applicable to the Works are not published by the ITU-T, the Standards Association of Australia or other Australian Authority, then the standards of the British Standards Institution (or Institute) and the United States Industry Standards and Codes shall apply.



#### 41.0 Goods Title Transfer

41.1 All Goods whether supplied or not under the Contract shall remain the property of the Bidder until paid for in full.

#### 42.0 Extension of Delivery Period

- 42.1 The Bidder may claim extension of time limits as set forth in the implementation schedule in case of:
  - (a) Changes ordered by the Solomon Islands National University;
  - (b) Delay in the supply of any information or services which are to be provided by the University (services provide by the Solomon Islands National University shall be interpreted to include all approvals by the University under the Contract);
  - (c) Force Majeure; and
  - (d) Delay in performance of work caused by orders issued by the University.
- 42.2 The Bidder shall demonstrate to the University's satisfaction that it has used its best endeavours to avoid or overcome such causes of delay, and the parties will mutually agree upon remedies to mitigate or overcome such cause of delay in future.
- 42.3 Notwithstanding the above, the Bidder shall not be entitled to an extension of time for delivery, unless the Bidder, at the time such circumstances arise, has immediately notified the University in writing of any delay that may claim as caused by circumstances above.
- 42.4 Upon request of the University, the Bidder shall substantiate that the delay is due to the circumstances referred to by the Bidder.



42.5 Delays caused by the above shall not affect the payment dates as detailed in the Payment Schedule if the University is responsible for delays to the specified delivery schedule.

#### 43.0 Indemnity

- 43.1 The Contractor shall indemnify, hold and save harmless and defend at its own expense the University, and all of the foregoing's officials, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses, arising out of acts or omissions of the Contractor or its employees, agents or subcontractors in the performance of the Contract.
- 43.2 **Article 34 Part B** shall include, without limitation, claims and liabilities in the nature of workmen's compensation and claims and liabilities arising out of the use of patented inventions or devices.

#### 44.0 Third Party Assignment

- 44.1 The Bidder shall not assign, transfer, pledge or make other disposition of the offer or any part thereof or of any of the Bidder's rights, claims or obligations under the supply Contract except with the express written consent of the University. Any assignment made without such consent shall be void and of no effect.
- 44.2 The Bidder shall not subcontract any of its obligations under the Contract without the express written consent of the University. The University may require the Bidder to furnish particulars of the proposed subcontract as the University deems necessary.
- 44.3 The University's approval of any subcontracting shall not relieve the Contractor from any liability or obligation under the Contract. In any subcontract, the Contractor agrees to bind the subcontractor by the same terms and conditions by which the Contractor is bound under the Contract.

#### 45.0 Insolvency and Bankruptcy

- 45.1 Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, the Solomon Islands National University may with immediate effect and without prejudice to any other right or remedy available to it, suspend the performance of the Contractor's obligations or terminate the Purchase Order with immediate effect, by providing the Contractor with written notice thereof.
- 45.2 Should the Bidder be adjudged bankrupt, or should the Bidder make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Vendor's insolvency, the University may, without prejudice to any other right or remedy available to it, terminate the Purchase Order with immediate effect by providing the Bidder with written notice thereof.



#### 46.0 Disclaimer

- 46.1 It is the responsibility of the Bidder to inform themselves in all aspects of the requirements and environment. The University does not accept any responsibility for any losses or inconvenience caused to the Bidder as a result of reliance on details provided in this document.
- 46.2 All material quantities shall be determined by the Bidder to meet the overall intent and requirements of this Specifications, Attachments etc.

#### 47.0 Training of University IT Staff

#### 47.1.0 General

- 47.1.1 The Supplier shall deliver appropriate training and training aids to a standard and schedule approved by the University during the installation/commissioning period or during period of Maintenance Agreement or installation/commissioning of new/additional equipment or subsystems.
- 47.1.2 All training will be conducted on University Campus in Honiara, Solomon Islands to ensure maximum attendance by IT staff of the University.
- 47.1.3 The University will provide an appropriate and dedicated training room for the entire training period.
- 47.1.4 Supplier shall develop and deliver a full training programme and schedule in full consultation with the University.

#### 47.2.0 Installation/Commissioning and Testing of System

47.2.1 This is an on-the-job training to be conducted while IT technical staff of the University are assisting the Supplier during installation/commissioning and testing of the system.



47.2.2 The Supplier shall allow additional time using installation and commissioning to explain principles of the system/subsystem operation to University staff.

#### 47.3.0 Operation and Maintenance Training

- 47.3.1 The operation and maintenance training shall provide theoretical knowledge and practical skills for IT technical staff of the University to enhance their knowledge and skills in operation and maintenance of the server system thus achieving maximum benefit for the University. The training shall comprise of formal classroom training and practical sessions. It shall consist of:
  - (a) Description of equipment or subsystem installed;
  - (b) Principles of operation and technical parameters of each unit of communications equipment;
  - (c) First-in maintenance;
  - (d) Regular maintenance and inspection procedures (recommended by the Supplier and agreed to by the University).
  - (e) Signal procession, conditioning etc.
  - (f) Various ports and Interfaces;
  - (g) General principles of operation on power supply system, including AC mains, UPS etc.
  - (h) One set of system manuals each for site and project manager for each type of system or equipment contracted.
  - Systems level training in configuration, monitoring, testing and fault-finding for a minimum of four (4) staff.



#### 48.0 Annual Maintenance

- 48.1 As optional, Supplier shall quote a price for annual maintenance of all equipment and services provided under the Contract. Prices shall include the following:
  - (a) Periodic preventative maintenance.
  - (b) On-site maintenance response within reasonable time (to be discussed with successful bidder) for major faults on the system during business hours Monday to Friday, excluding Public Holidays.
  - (c) 24 hours, 7-day fault reporting service (Centralized Help Desk).
- 48.2 The maintenance prices shall be quoted for both the warranty period (1<sup>st</sup> 12 months) and the post-warranty period for new equipment supplied and installed/commissioned during the contract period.
- 48.3 Full details of the Maintenance Services Agreement can be found in Appendix C at the rear of this document.

#### 49.0 Software Evolution Contract

49.1 As part of Maintenance Service Agreement, the successful Bidder must offer a total software evolution service in his bid. It will make it compulsory for the Supplier to upgrade software to latest version at no additional cost to the University.

#### 50.0 Tender Closing Date

- 50.1 The **Request for Tender, SINU-T002/19 DIT** closes at **16.30** hours, Friday 13<sup>th</sup> Dec. 2019 (Solomon Islands time).
- 50.2 The bid offer must be addressed to:

The Chairman,

Tender Board Committee,

Solomon Islands National University,



Kukum Campus, P O Box R113, Honiara, Solomon Islands

- 50.3 A softcopy of the bid may be emailed to: <u>tenderboard@sinu.edu.sb</u>
- 50.4 Both hard and/or soft copies of the bid must be received by the Chairman, Tender Board by no later than due closing date/time.

#### 51.0 Late Bids

51.1 Bids received after the closing date will **NOT** be considered; and will be returned to the Bidder unopened.

#### 52.0 Notification of Award

- 52.1 The University will notify the successful Bidder in writing by registered mail or email that its Bid has been accepted by the University in principle.
- 52.2 Upon receipt of the notification of the offer letter, the successful Bidder must confirm his acceptance of the offer within thirty (30) calendar days from the date of the letter, after which the offer will be considered null and void.

#### 53.0 Letter of Intent

- 53.1 At the same time as or after the University notifies the successful Bidder that its Bid has been accepted, the University will send the successful Bidder two original signed and stamped sets of the Letter of Intent (LOI).
- 53.2 Upon receipt by the University of One Original set of signed and stamped LOI and the furnishing of a Bid Performance Guarantee, in form and content acceptable to the University, the University shall formally notify the unsuccessful Bidders.

#### 54.0 Bid Performance Guarantee

- 54.1 Within seven (7) calendar days of the date of notification of award by the University, the successful Bidder shall furnish a Bid Performance Guarantee through its bank an amount, form and format as provided for in **Schedule C Bid Performance Guarantee**.
- 54.2 Failure of the successful Bidder to comply with the requirement of Article **51.1 Part B** and Article **52.1 Part B** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Performance Guarantee, in which event the University may make the offer to the next lowest evaluated Bidder or call for new Bids.



#### 55.0 Purchase Order

55.1 The University will issue a firm Purchase Order on receipt of the required LOI and Bid Performance Guarantee.

#### 56.0 Penalties

56.1 If the University imposes penalties on the Contractor, such penalties shall amount to zero point zero five percent (0.05%) of the total Purchase Order price for each Day following the initial Delivery Date mutually agreed by both parties but shall not amount to more than one hundred percent (100%) of the total Purchase Order value. The penalties for the delay may be deducted by the University from any sum(s) due, or to become due, by the University.

#### 57.0 Provisional Acceptance

- 57.1 When the Supplier considers that the whole works are completed pursuant to the Contract, he shall notify the University in writing for Provisional Acceptance.
- 57.2 Provisional Acceptance is reached when the works as detailed are complete except for minor omissions and defects, which do not prevent the works from being reasonable capable of being used for their intended purposes. The defects and omissions shall be documented as part of the acceptance testing and must be rectified immediately.
- 57.3 The Provisional Acceptance shall **NOT** be later than **31**<sup>st</sup> **Jan. 2020**.
- 57.4 The date of Provisional Acceptance shall be mutually agreed by the University and the Supplier prior to cutover. Where several systems or subsystems are involved, separate dates of Provisional Acceptance for each system or subsystem shall be specified.

#### 58.0 Defect Liability Period

58.1 The Defects Liability Period shall commence on the date of Provisional Acceptance for each system or subsystem.



- 58.2 All defects and omissions (on the part of the Supplier) documented as part of the acceptance testing process shall be rectified by the Supplier during the Defects Liability Period, which shall be a period of not less than thirty (30) calendar days (plus 4 weeks Christmas Holiday period should it coincide).
- 58.3 At any time prior to the expiration of the Defects Liability Period the University may direct the Supplier to:
  - (c) Rectify any additional issue caused by omission or incorrect configuration of the system on the Supplier's part; and/or
  - (d) Rectify any system defect which becomes apparent that affects the University's operations.
- 58.4 For the period from Provisional Acceptance to the completion of the Defects Liability Period, the Contractor shall provide, **free of charge**, full maintenance for the system, subsystems and related ancillary equipment.

#### 59.0 Provisional Acceptance Tests

- 59.1 The University will undertake a series of provisional acceptance tests to ensure that all facets of the contracted arrangements have been delivered. These shall include, but may not be limited to:
  - (a) Communications System (PC based console, etc.);
  - (b) Software reliability;
  - (c) Benchmark testing; and
  - (d) Functional operation testing;
- 59.2 The University will work together with the Vender to develop tests acceptable to both parties, but as a minimum, the Vender shall agree to tests covering <u>all</u> of the above areas.



#### 60.0 Final Acceptance

60.1 The new system or sub system is finally accepted once the Defects Liability Period for the new equipment or each subsystem is completed.

#### 61.0 Enquiries

61.1 All enquiries about this Tender Specifications must be emailed to Mr George Tasra at <u>george.tasra@sinu.edu.sb</u> or <u>director.finance@sinu.edu.sb</u> or phone: +677 4 2683 at first instance.



# SCHEDULE A - EQUIPMENT SCHEDULE

	Item Description	
1.0		
(a)	Physical Server # 1	1
1.0		
(b)	Accessories – Server #1	Lot
2.0		
(a)	Physical Server #2	1
2.0		
(b)	Accessories – Server #2	Lot

## SCHEDULE B - PRICE SCHEDULE

Item	Qty.	Description	Unit Price	Extended Price
1.0 (a)	1	Physical Server #1		
1.0 (b)	Lot	Accessories – Server #1	Lot	
2.0 (a)	1	Physical Server #2		
2.0 (b)	Lot	Accessories – Sever #2	Lot	

# SCHEDULE C – PROVISIONAL ACCEPTANCE

The supply and installation/commission of two physical servers shall be made in full and complete by Provisional Acceptance date:

	Description	Qty.	Delivery	Start Date
1.0(a)	Physical Server #1	1	6 Weeks	From Contract date.
1.0(b)	Accessories – Physical Server #1	Lot	6 Weeks	From Contract date
2.0 (a)	Physical Server #2	1	6 Weeks	From Contract date.
2.0(b)	Accessories – Physical Server #2	Lot	6 Weeks	From Contract date



# **SCHEDULE D – PAYMENT SCHEDULE**

The payment shall be made in three (3) phases, Article 15, as follows:

	Description	Payment	Start Date
1.	Phase 1	15%	30 days from Contract date.
2.	Phase 2	75%	30 days from Provisional Acceptance date.
3.	Phase 3	10%	30 days from Final Acceptance date.



# **SCHEDULE E – BID PERFORMANCE GUARANTEE**

To: Solomon Islands National University, Kukum Campus, Honiara, Solomon Islands.

The undersigned (BANK NAME) in (ADDRESS DETAILS) taking into consideration:

that (*NAME AND ADDRESS OF VENDOR*) – hereinafter called "contractors"- have received from yourselves -hereinafter called 'principals'- an order/contract for (*DETAILS OF PURCHASE ORDER/ CONTRACT*), and that the principals require from the contractors a bank guarantee for a sum of (*DETAIL AGGREGATE SUM OF BANK GURANTEE*) as a security for the due fulfilment by the contractors of their contractual obligations in this respect, declares:

- Hereby to guarantee irrevocably and unconditionally up to a maximum amount of (DETAIL AGGREGATE SUM OF BANK GURANTEE) the due fulfilment by the contractors of their obligations in this regard, and consequently undertakes to pay to the principals on their first written demand, all that which the principals declare the contractor is due to them in this respect, such with due observance of the above maximum amount.
- Our liabilities under this Letter of Guarantee shall be released when (CONTRACTORS' DETAILS) have fulfilled the terms and conditions of the Purchase order/contract or on THREE MONTHS AFTER THE CONTRACT END DATE/ PURCHASE ORDER COMPLETION DATE whichever is earlier, unless further extension be made.

Our guarantee expires upon return of this document to us.

Authorized Signatory of the Bank



## SECTION I – BID FORMS

**Note to Bidders:** It is mandatory that the Bidder duly completes and signs the Bid Submission Form and other forms contained in this Section.

#### Section I – A Bid Submission Form

Date [Bidder to insert date]

Bidding Reference No. SINU-T001/19 – DIT - Supply and Instillation/Commissionof of two physical servers.

To: The Solomon Islands National University (SINU)

Having examined the Bidding Documents No (Tender No.) and any addenda thereof, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver (Description of goods and services), in conformity with the said Bidding Documents for the price(s) quoted in the Price Schedule separately attached herewith and made part of this Bid.

We agree to abide by this Bid for the Bid Validity Period specified in the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We accept and agree that the terms and conditions of Contract contained in the Bidding Documents will apply to any contract resulting from this bidding exercise.

We represent and warrant that we are not participating, as Bidders, in more than one Bid in this Bidding process.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify and confirm that we comply with the eligibility requirements stated in **Article** 2 - Part B of the Bidding Documents.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Date:



#### Section I – B

### **Qualification Information Form**

#### **General Information**

1. Name of Bidder:			
2. Street Address:	Postal Code:	City:	Country:
3. P.O. Box and Mailing Address:			
4. Telephone Number:			
5. Fax Number:			
6. E-mail Address:			
7. www Domain:			
8a. Contact Name:			
8b. Contact Title:			
9. Parent Company, if any (full legal name):			
10. Principal subsidiaries, as to the Services:	ssociates, and/or rep	presentative(s),	if any and relevant
11. Corporate Seal:			
12. Type of Business:			
13. Year Established:			
14. Number of Staff Employed:			

# Experience

16. Contracts of similar scale/volume during the last three years:					
Customer Name and Contact Details		Year	Goods Provided	Country	

Signature of Bidder: \_\_\_\_\_



#### Section I – C

#### Manufacturer's Authorization Form

**Note to Bidders:** If the Bidder is not the Manufacturer of the goods offered, the Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the original letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.

#### To: The Solomon Islands National University

WHEREAS [name of the Manufacturer] who are established and reputable manufacturers of [name and/or description of the Goods] having factories at [address of factory].

do hereby authorize [name and address of the Bidder] to submit a Bid, and subsequently negotiate and sign the Contract with you against the Invitation to Bid No (Tender No.) for the above Goods manufactured by us.

We hereby extend our full guarantee and warranty for the Goods offered by the above Bidder against this Invitation to Bid.

Official Stamp



## PROVISIONAL ACCEPTANCE CERTIFICATE

A notice shall be effective when delivered or on the notice's effective date, whenever is later.

IN THE WITNESS WHEREOF the parties hereby certify to	each other that all items, including two
physical servers have been delivered and installed/commis	sioned at Kukum Campus, Solomon Islands
National University, on() day	
Conditions of the Contract.	

SIGNED for and on behalf of Solomon Islands National University, Honiara, Solomon Islands by:

ed	Date
	Official Stamp
(Contractor)	
Supplier by:	
- (signed) Name	Date
Official Star	np
(SINU) Date	
	(Contractor) Supplier by: - (signed) Name: Official Star



# FINAL ACCEPTANCE CERTIFICATE

A notice shall be effective when delivered or on the notice's effective date, whenever is later.

IN THE WITNESS WHEREOF the parties hereby certify to each other that all items, including two physical servers have been delivered and installed/commissioned on said date and are operating in accordance with Terms and Conditions of the Contract.

SIGNED for and on behalf of Solomon Islands National University, Honiara, Solomon Islands by:

Dr. Ganesh Chand	Signed	Date	
Vice-Chancellor			
		Official Stamp	
Witness	(Contractor)		
Date			
SIGNED for and on beha	lf of Supplier by:		
	Name:	Signature	. Date
Title			
		Official Stamp	
Witness	(SINU)		
Date:			



# **Maintenance Schedule - Optional**

## **Maintenance Costs**

The maintenance costs associated with this total proposed solution as detailed in the Equipment Schedule shall be in a following format:

System Maintenance	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Charge (Excl.					
GST)					

- The Supplier will invoice the university an Annual support and Maintenance fee 12 months in advance.
- 2. From Year 1 onwards the maintenance rate is based on the current equipment or software configuration. The annual figure should not go above the figure shown as long as the configuration does not change. If the configuration does change then annual maintenance pricing will be amended accordingly. The change will be mutually agreed by the University and Supplier.

# **Annual Support and Maintenance Component List**

Vendor shall list details of individual subunits, which shall be covered under the Annual Support and Maintenance Agreement. The agreement will not cover any other equipment or subunits not covered or included in the contract.

Item Description	Quantity



Priority	Definition	Target Response	Target Resolution
1 Critical	The system is available for critical business	30 minutes	One (1) business day
2 Urgent	A part of the system is unavailable or is not operating efficiently for critical business activities.	2 Hours	2 Business Days
3 High	A part of the system is unavailable or is not operating efficiently for important business	Four (4) Hours.	Five (5) Business days.
4 Medium	A part of the system is unavailable or is not operating efficiently.	One (1) Business Day	Ten (10) Business days

#### 1. Critical Issues

When a critical issue (Priority 1) is logged with Vendor's Customer Support, the relevant support team is notified automatically. This ensures the right attention is placed on the request immediately and is managed through to resolution.

#### 1.2 Priority

Customer Support staff make priority classifications at the time the issue is logged. The basis for classifying priorities includes the severity of the problem, the impact to the business, and whether there is a suitable work around available. Escalation of the priority may be negotiated at any time.

#### 1.3. Target Response Time

This is the time within support hours on normal business days (i.e. work days between 8.00 am - 4.30 pm Solomon Time) that university expects to receive acknowledgment of the issue from vendor's Customer Support team.

#### 1.4. Target Resolution Time

This is the time within normal business days (i.e. work days between 8.00am-4.30 pm local time) within which we aim to deliver a technical fix, data fix, work around or advice of a software revision from the Customer Support team.

#### 2.1. Software Fault

The time by which University can expect the software to be modified, if necessary, to address the cause of the issue that was resolved through a technical fix, data fix, workaround, software revision.



#### 2.2 Annual Support and Maintenance Service Contacts

The Vendors will advise the University of all support contact details during the handover process at the end of the implementation.

# **Assumptions & Exclusions**

Bidder shall provide list of items excluded from the scope of work. Following items have been excluded from the scope of the project:

- (i) Power conditioners or UPS (Uninterruptible Power Supply).
- (ii) Network Services and Cabling. Vendors will use its best endeavors to ensure the timely provision of services but cannot be held responsible if such delays are caused by the University.
- (iii) Vendors will use their best endeavors to ensure these services are supported in a stable manner but cannot be held responsible if there are outages due to the reliability of University services.
- (iv) Vendors will not be responsible for any public utilities charges that may occur during the contract.
- (v) Vendors will be given written authority to act on University behalf, if necessary or required.
- (vi) If a standard desktop PC is to be used for Screen Based Consoles, it will be the University's responsibility to ensure that the desktop PC chosen meets the standards required to support applications required.
- (vii) University will provide all relevant communication to the user community including notification of any new security features etc.
- (viii) University will provide all IP network-addressing schemes, if required.