



**Request for Proposal (RFP)
Internet Connection and Maintenance Services.**

CdS/479/2009 v2

Date: 17 juillet 2009

Dear Sir/Madam,

Subject: A Request for Proposal for the provision of Internet connection and maintenance services to the United Nations Development Programme in the Democratic Republic of Congo.

Offeror can submit proposal for any of the two lots:

- **Lot 1 Internet connection and maintenance services by Wireless kits**
- **Lot 2 Internet connection and maintenance services by VSAT kits**

Hence partial offers per lot are acceptable.

1. You are requested to submit a proposal for internet connections and maintenance services, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
 - i. Instructions to Offerors (Annex I)
 - ii. General Conditions of Contract..... (Annex II)
 - iii. Terms of Reference (TOR)..... (Annex III)
 - iv. Proposal Submission Form (Annex IV)
 - v. Price Schedule (Annex V)
 - vi. Question and Answers from a potential bidder (Annexe VI)**
3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than 29th July 2009 at 12.00 hours GMT+1:

**Centre de Services
Immeuble Fina, 4ième niveau
Avenue Lukusa
Kinshasa/Gombe
Democratic Republic of Congo**

Or by email to:

Email : soumissions.cd@undp.org.

It is however recommended that proposals comprising bulky documentations be sent by express courier services to ensure that they are received before the above mentioned date.

4. If you request additional information, we would endeavor to provide them expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal. These requests for additional information can be sent to: soumission.info@undp.org quoting the reference number of the solicitation document.
5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,

.....
The Director
Service Center
UNDP – DRC

NB: The only amendments in this revised version are:

1. The new date for the submission of bids (29th July 2009 instead of 24th July 2009)
2. The introduction of a new annex VI (Questions & Answers)

Annex I

Instructions to Offerors

A. Introduction

1. General

Purpose of RFP

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the Service Center in writing at the organization's e-mailing address indicated in the RFP. The Service Center will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the Service Center may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the Service Center may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English or French languages. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English or French translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English or French translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8 and 9;
- (d) Proposal security.

8. Proposal form

The Offeror shall structure the operational and technical part of its Proposal as follows:

(a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UNDP entity.

(b) Resource plan

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

(c) Proposed methodology

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

9. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

10. Proposal currencies

All prices shall be quoted in US dollars or any convertible currency; but, the conversion rate used will be that of the UN applicable on the day of award of the contract.

11. Period of validity of proposals

Proposals shall remain valid for one hundred and twenty (120) days after the date of Proposal submission prescribed by the Service Center, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the Service Center on the grounds that it is non-responsive.

In exceptional circumstances, the Service Center may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in

writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

12. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each “Original Proposal” and “Copy of Proposal” as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorized to bind the Offeror to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

13. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

D. Submission of Proposals

14. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

- addressed to –

**Services Center - UNDP
Immeuble Fina, 4th Floor
Avenue LUKUSA,
Kinshasa, GOMBE
Democratic Republic of Congo**

and,

- marked with –

“RFP: CdS/479/09 - Provision of Internet Connections and Maintenance Services”

(b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked “Original” and “Copy” and shall be clearly labeled **Technical Proposal**.

The second inner envelope shall include the price schedule duly identified as such, **Financial Proposal**, and also with copies marked “Original” and “Copy”.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal’s misplacement or premature opening.

Furthermore, any reference to prices in the Technical Proposal envelope will automatically result in the rejection of the whole proposal.

15. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than day/hour, local time.

The Service Center may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the Service Centre and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Proposals

Any Proposal received by the Service Center after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

17. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal’s submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror’s withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by fax or emailed but followed by a signed original confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

E. Opening and Evaluation of Proposals

18. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the Service Center.

19. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

20. Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

21. Evaluation and comparison of proposals

A two-stage cumulative analysis procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any prices proposal being opened and compared. The prices proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

The technical notes obtained by each of the offerors shall be weighted 70%.

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared.

The financial note of each offeror shall be calculated using the following formula:

Note of offeror A = (lowest financial offer/financial offer of A) x 30

The contract shall be awarded to the offeror with the highest cumulative note (**Technical Note + Financial Note**).

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organisation submitting Proposal	30%	300					
2.	Proposed Work Plan and Approach	40%	400					
3.	Personnel	30%	300					
Total			1000					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm / Organization Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organization submitting proposal							
1.1	Reputation of Organization and Staff (Competence / Reliability); a comprehensive profile of the organization is required.	50					

1.2	General Organizational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organization, strength of project management support e.g. project financing capacity and project management controls)	65					
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.	15					
1.4	Quality assurance procedures, warranty	30					
1.5	Relevance of: - Specialized knowledge in the area of Internet connection and maintenance services - Experience on similar projects in the DRC - Number of retained clients in the DRC - Experience on similar projects, working experience with United Nations or any other International Organization in the region.	140					
		300					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Approach							
2.1	To what degree does the Offeror understand the task?	45					
2.2	Have the important aspects of the task been addressed in sufficient detail?	25					
2.3	Are the different components of the project adequately weighted relative to one another?	20					
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	65					
2.5	Does the offeror dispose of adequate capacity, both logistics and financial, for a successful implementation of the project	85					
2.6	Is the scope of task well defined and does it correspond to the TOR?	90					
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	70					
		400					

Technical Proposal Evaluation Form (CVs of key personnel must be included in the technical proposal)		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
3.1	Task Manager	120					

			Sub-Score						
	General Qualification		100						
	Suitability for the Project								
	- Professional experience in the area of the TORs (CVs required)	65							
	- Professional experience on similar projects in the region	35							
	- Number of years of experience in the area of the TOR.		20						
			120						
3.2	Senior Expert			100					
			Sub-Score						
	General Qualification		90						
	Suitability for the Project								
	- Professional experience in the area of the TORs (CVs required)	60							
	- Professional experience on similar projects in the region	30							
	- Number of years of experience in the area of the TOR		10						
			100						
3.3	Junior Experts			80					
			Sub-Score						
	General Qualification		75						
	Suitability for the Project								
	- Professional experience in the area of the TORs (CVs required)	25							
	- Professional experience on similar projects in the region	15							
	- Knowledge of the region	15							
	Number of years of experience in the area of the TOR	10							
	Number of junior experts available for a timely response to interventions.	10							
	- Knowledge of the languages of the region		5						
			80						
	Total Part 3			300					

F. Award of Contract

22. Award criteria, award of contract

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without

thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organization and activity concerned.

23. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

24. Signing of the contract

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

25. Performance security

Within 30 days of the receipt of the Contract from the Purchaser, the successful Offeror shall provide the performance security on the Performance Security Form provided in the Solicitation Documents and in accordance with the Special Conditions of Contract.

Failure of the successful Offeror to comply with the requirement of Clause 24 or Clause 25 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security if any, in which event the Purchaser may make the award to the next lowest evaluated Offeror or call for new Proposals.

Annex II

General Conditions of Contract

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNDP. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNDP or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNDP.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims,

demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

(i) Name UNDP as additional insured;

(ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;

(iii) Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article.

E. 9. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the

Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.

13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall

include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

- 14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

16. SETTLEMENT OF DISPUTES

16.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL

Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2. Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

MINES

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

OBSERVANCE OF THE LAW

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

Annex III

TERMS OF REFERENCE

Provision of Internet connection and maintenance services to UNDP DEMOCRATIC REPUBLIC OF CONGO (DRC)

Requirements

UNDP is seeking to obtain a fully redundant Internet access capacity directly from the bidder from the VSAT Hub. The Internet access shall be on a 1:1 basis, which means that the Internet access is 100% dedicated to UNDP and not sharable with other customers. This requires full TCP/IP Internet connectivity from the VSAT Hub, and the Tier 1 Internet back-bone should be reachable within a minimum number of hops, not exceeding 3, from the VSAT Hub.

UNDP is furthermore looking for a turn-key solution, i.e. a fully managed service, whereby the bidder will have the sole responsibility for the installation of the VSAT link, the multiplex/router equipment and the inter-connections to the Office PABX and LAN.

Further in line with the principle of a fully managed service, UNDP require that the bidder is responsible for operation, performance monitoring, maintenance and fault correction of all network elements the bidder is contracted to provide (VSAT links, terrestrial links & access to the Internet and PSTN). In order to carry out this responsibility, the Bidder must offer to UNDP a Service Level Agreement (SLA) as an integral part of the service, which details the compliance with technical requirements and service levels, together with penalties and compensation for non-compliance.

The outcome of this solicitation will be the establishment of a Long Term Agreement (LTA) with the provider retained; this agreement will initially be for a period of 1 (one) year renewable twice subject to satisfactory performance of that provider.

Technical characteristics of existing VSATs

Each existing station is composed of :

1. PRODELIN 2,4 m antenna with circular feed horn and LNB
2. Modem DATUM PSM 4900L
3. BUC 5W C-Band
4. DVB IPRICOT SC
5. CISCO 805 Router
6. Internet telephone Gateway (ITG) VIP 206
7. Router Planet XRT 401D
8. Switch 10/100 24 ports (LAN)
9. Switch 10/100 16 ports (WAN)

(For the existing bandwidths please see Table A below)

- Provide the bandwidths indicated in Table A for each stations with possibilities of upgrade whenever required; this upgrade should be done within a minimum of two weeks from date of request.
- Guaranty an Internet service 24h/24h and 7/7 days with a service downtime not exceeding 1 hour per incidence.
- Retain the existing equipment with the same configuration
- Setup a local radio link network for site with Wi-Max solution connection
- Establish a permanent monitoring system in conjunction with the technical supervisor on each site in order to ensure the provision of the dedicated bandwidth required and a stable Internet connection; such system should be accessible to both the provider and the client at all time for verification purpose
- Supply repair kits including main components of a VSAT station; this repair kit shall be positioned close to each site to minimise station repair time.
- Establish 2 or 3 technical repair teams, capable of a rapid intervention on any site in the Democratic Republic of Congo within a minimum of 48 hours from time of breakdown
- Have available in the country the logistical infrastructure required for the delivery of the service;
- Have an extensive experience in the area of the Terms of Reference
- Set up a help desk service available to the client 12 hours per day and provide all necessary information on such service.

The following table establishes the required conditions for the provision of the bandwidths:

	Technical Requirements	Mandatory	Optional
1	98.5 % Average Network Availability	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	Compliance with ITU CCITT recommendations	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	Latency is defined as the Round Trip Time (RTT, in ms.) for a test packet between the Network Management server and the demarcation point at a Client site. In line with this definition, the latency shall not exceed 630 ms, provided that the connectivity link is not congested by UNDP.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Jitter is defined for Real-Time Class of Service. It is a measure of the change in timing between arriving IP-packets. The Hourly Hub-to-Site Jitter is less than or equal to 60ms, provided that the connectivity link is not congested by UNDP.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5	BER (Bit Error Rate) measurements are used to determine the quality of a telecommunication link. The BER value shall be 10E-7 or better.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	Packet loss not to exceed 1%.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	Utilization of Internet link from VSAT Hub less than 60%.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8	Ability to provide and manage a minimum of 4 public IP addresses per site with VSAT equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9	Technical ability to support multicasting.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Provision of a minimum of four public telephone lines per site for in-coming VSAT telephone calls. Provision of a rate sheet for off-net calls to the PSTN worldwide. On-net calls should be provided at no additional cost and no per	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	minute rate should be applicable.		
11	Provision of PIN code for individual user. Provision of PIN management and billing system description.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12	The bandwidth shall be on a 1:1 basis, i.e. the bandwidth can not be shared with other customers.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13	With regards to technical architecture, the network shall operate in a star configuration and all remote uplink carriers must SCPC. The outbound from the hub shall also be SCPC, but may also be SCPC with bursting possibilities.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14	Bursting possibilities, i.e. ability to use unutilized bandwidth in the UNDP network beyond the committed information rate (CIR).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	The VSAT Hub station and other associated WAN links should be secured against malicious threats through deployment of Firewalls, Intrusion Detection & Prevention System.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	Ability to provide Quality of Service feature in the network for purposes of traffic prioritization.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17	Capacity to monitor and report on application port and protocol level traffic in order to provide traffic analysis.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Maintenance conditions :

	Requirements for facility management and operations	Mandatory	Optional
1	Availability of Help Desk on a 24/7 basis in French, including escalation possibility to Tier 2 technical expertise if necessary.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	The network monitoring system (NMS) proposed should be comprehensive in nature and be capable of monitoring and managing all the remote components in the system from a central location. This includes the outdoor RF equipment, modem and router.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	Access to interface that allows UNDP to check technical parameters for each site (link utilization, latency).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Monthly statistics on the use of the network at the hub and the remote sites should be available in order to optimize the network.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5	The proposal should indicate clear trouble ticketing procedures and escalation procedures.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	The timeframe to rectify the various levels of faults and, when replacement parts are required, the Mean Time To Arrive (MTTA) for engineer to the VSAT site after fault diagnosis should be indicated. MTTA must be 2 days for 95% of the VSAT sites participating in this network	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	A lower MTTA than 2 days (e.g. 1 day) will imply higher rating on the technical evaluation. Please indicate whether your company can achieve this.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

F. Commencement of Services: 1st Oct. 2009

List of existing sites and bandwidths

Table A

LOTs	Item No.	Sites	Type of equipment	Bandwidth UP/Down kbps
Lot1	1	GOUV POL & ECO. (1)	Wi-Max solution	128/256
	2	GOUV LOCALE	Wi-Max solution	128/256
	3	GOUV ADMIN	Wi-Max solution	128/256
	4	NIM/DIM	Wi-Max solution	128/256
	5	PACE BCCE BNO	Wi-Max solution	256/256
	6	PACE DEPOT	Wi-Max solution	128/256
Lot2	1	LOSONIA	VSAT	384/640
	2	CDS /GF/GJS	VSAT	768/1536
	3	PACE CEI BNO	VSAT	512/768
		Provincial Offices		
	4	BUKAVU	VSAT	256/512
	5	KISANGANI	VSAT	256/512
	6	LUBUMBASHI	VSAT	256/512
	7	BUNIA	VSAT	256/512
	8	GOMA	VSAT	256/512
	9	MBUJIMAYI	VSAT	256/512
	10	KISANGANI	VSAT	256/512
	11	KALEMIE (4)	VSAT	64/128
	12	KINDU (4)	VSAT	64/128
13	ARU (5)	VSAT	128/256	

Besides these existing bandwidths listed above, offerors are required to quote for the following bandwidths should the Country Office require to upgrade (or downgrade) the existing ones in the future.

Bandwidths (kbps)	Bandwidths (kbps)
64/64	512/1024
64/128	1024/1024
128/128	1024/2048
128/256	2048/2048
256/256	2048/3072
256/384	2048/4096 ...

256/512	Increment of 128 kbps
512/512	
512/768	

UNDP’s Responsibilities:

- a) UNDP is responsible for the correctness of the information and requirements provided to the proposing company.
- b) UNDP will obtain the necessary permission to operate in each installed location and will be responsible for any licensing fees.
- c) UNDP will be responsible for the provision of suitable electric power in each location. Any service outage periods due to the lack of electrical power to the UPS will not be considered when assessing the service availability specified by the bidder.
- d) UNDP is responsible for any civil works that are likely to be required in each remote site, works internal to the buildings, connectors, patch panels, extension cords etc. It is also essential that all equipment is properly grounded and adequate lightening protection is provided for all the equipment.
- e) Bear the responsibility for ensuring adequate electrical grounding/lightening protection in accordance with recommendations pointed out by the bidder during installation and or maintenance missions.
- f) UNDP will sign off the project in stages, for payment of equipment and installation costs, when the communication between the hub and each new site on the network has been working in accordance with the specified performance parameters satisfactorily for a period of one month.

Offeror’s Responsibilities

- a) All of the administrative and logistics support involved with the installation and maintenance of this network will be the responsibility of the service provider.
- b) The successful bidder(s) shall bear the sole responsibility for any and all sub-contractual arrangements required to fulfill the contract.
- c) The bidder(s) will be responsible for the procurement of all component parts and ancillary materials required to establish the network and their shipment to each installation site. UNDP will facilitate the importation of the equipment into the DRC.
- d) In order to minimize the capital costs, every effort should be made to utilize existing equipment. In the event the bidder decides to use existing equipment, the bidder must bear in mind that full responsibility of the equipment is assumed. This means that in the event of failure of such equipment, the bidder is responsible for repair and/or replacement

and associated service costs. UNDP can not be billed later on for such eventualities. Bidders may therefore chose to offer UNDP an extended warranty programme with associated monthly charges, to off-set eventual future costs in this respect.

- e) For each site, make the necessary recommendations for electrical grounding/lightening protection' then UNDP will then bear the responsibility to carry out the electrical grounding and lightening protection measures in accordance with the bidder's recommendations.
- f) Each site commissioned will carry a report and pictures of the installation. All the settings on the modem, routers, RF equipment will also be recorded on the site report. A UNDP authority (normally the staff in charge of operations) will be required to sign off on the work performed at the site.
- g) Training of UNDP technical staff in each site with regards to the operation of the VSAT system and operational support arrangements. This training should take place as part of the installation of maintenance system. As an additional option, the bidder should also offer a more specialized training on the VSAT solution, with a possibility of certifying UNDP technical personnel in the VSAT system.
- h) All of the administrative and logistics support involved with the maintenance of this network will be the responsibility of the service provider.
- i) Bidder is responsible for directly billing the Country Offices for payment. In the event of any delays in the bidder receiving the payment, UNDP Headquarters would assist the bidder in expediting the collection of the payment.
- j) Bidder is responsible for ensuring that all necessary items are appropriately insured against all risks including damage caused by fire, flood and lightening strikes in respect of its property and any equipment used in the execution of the service.

Duly authorized to sign Proposal for and on behalf of

ANNEX V

PRICE SCHEDULE

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18. '

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

The format shown on the following pages should be used in preparing the price schedule for existing sites. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

Cost of Supply of New V-SATs kits

Description	Quantity	Unit Price
Antenna + Feed + LNB + Adapter + Stand + Rack + Cable + Protection	1	
BUC 5 Watt	1	
DVB	1	
Modem	1	
Router Cisco 805	1	
Switch 24 ports	1	
XRT 40ID	1	
Switch 16 ports	1	

TOTAL	
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Cost of Supply of Wireless kit

Description	Quantity	Unit Price
Modem Wi-max with accessories + installation	1	
Router XRT 40ID	1	
Switch 16 ports	1	
TOTAL		

Cost of maintenance for existing VSATs and/or Wireless installations.

Description of activity (to include)	Quantity	Flat rate/month
<ul style="list-style-type: none"> • Monitoring • Help Desk • Intervention 	1 Lot	

Should the intervention require the replacement of parts, and travel, the provider will be required to submit a separate estimate for these costs and obtain UNDP agreement before proceeding with the repair; it should be noted that, in this case, UNDP-DRC's travelling conditions will apply.

Price of Bandwidths for existing sites:

LOTs	Item No.	Sites	Type of equipment	Bandwidth UP/Down kbps	Price/month
Lot1	1	GOUV POL & ECO. (1)	Wi-Max solution	128/256	
	2	GOUV LOCALE	Wi-Max solution	128/256	
	3	GOUV ADMIN	Wi-Max solution	128/256	
	4	NIM/DIM	Wi-Max solution	128/256	
	5	PACE BCCE BNO	Wi-Max solution	256/256	
	6	PACE DEPOT	Wi-Max solution	128/256	
Lot2	1	LOSONIA	VSAT	384/640	
	2	CDS /GF/GJS	VSAT	768/1536	
	3	PACE CEI BNO	VSAT	512/768	
		Provincial Offices			
	4	BUKAVU	VSAT	256/512	

	5	KISANGANI	VSAT	256/512	
	6	LUBUMBASHI	VSAT	256/512	
	7	BUNIA	VSAT	256/512	
	8	GOMA	VSAT	256/512	
	9	MBUJIMAYI	VSAT	256/512	
	10	KISANGANI	VSAT	256/512	
	11	KALEMIE (4)	VSAT	64/128	
	12	KINDU (4)	VSAT	64/128	
	13	ARU (5)	VSAT	128/256	

Other bandwidths (VSATs and/or Wireless):

Bandwidths (kbps)	Price/month
64/64	
64/128	
128/128	
128/256	
256/256	
256/384	
256/512	
512/512	
512/768	
512/1024	
1024/1024	
1024/2048	
2048/2048	
2048/3072	
2048/4096 ...	
Increment of 128 kbps	

Annex VI

Questions from a potential bidder and UNDP's replies.

Item No.	Questions	UNDP's Replies
1	On how many sites do you have existing equipment?	8 VSAT
2	Is all the existing equipment operational today?	YES
3	Is all the existing equipment in working condition?	YES
4	How old is the existing equipment?	3 YEARS OLD
5	Do you know that depending the increase in bandwidth that is required, you will need to modify part of the existing equipment?	YES
6	Are the requested services based on SCPC/SCPC or SCPC/DVB? In case of SCPC/SCPC, no burstable bandwidth can be offered.	SCPC/DVB
7	What is the time schedule after contract signature for the installation and activation of the sites?	ONE TO TWO MONTHS
8	Is October 1 st for the start of the services an obligation or is this dependant on other elements, such as evaluation of proposals and contract signature?	October 1 st is an obligation to start the services
9	Is it possible to have a helpdesk 24/7 with Tier2 access in English or is it an absolute requirement to be French speaking?	Both are accepted but French is an advantage
10	What is the Router XRT401D used for?	It is used for DHCP and Nating
11	Why are there 2 Routers on the existing equipment list? Isn't 1 Router (Cisco) sufficient?	The cisco router is for WAN and XRT for LAN. The two can be replaced by one manageable router. This has been installed to facilitate maintenance and troubleshooting on non-technical user's side
12	An intervention within 48 hours on site is dependent on external factors. Is a longer intervention period a penalty?	Yes
13	The intervention within 48 hours includes replacement of defect equipment or is it just problem determination and preliminary intervention?	The 48 hours include intervention and replacement of defect equipment

14	What is the type of your PABX?	Analogue PABX
15	How many voice ports do you have on your Internet Telephone Gateway VIP 206?	2 ports
16	How many PIN codes are required for all the sites and per site?	20 PIN code per site
17	Does each PIN code need to be limited by a maximum amount? If so, what is the maximum amount?	No
18	Which language should the IVR of the system be (English or French)?	French or English
19	On Page 19 §2 (Requirements) is specified that UNDP is looking for a turn-key solution, including sole responsibility for the installation of the VSAT link, the multiplex/router and the interconnections to the office PABX and LAN – What do you mean with the last point (interconnection to PABX and LAN)? Please specify the exact activities that should be done per site.	This means the supplier must configure the VoIP dial tone and make it ready to be used by PABX as an external line.