



## TENDER NOTICE

### FOR

RFP for VSAT Bandwidth Provision for GoSS – Ministry of Presidential Affairs  
UNDP, Southern Sudan

Ref: RFP-SS-GOV-SSP-001-2009

**Deadline: Thursday 1<sup>st</sup> June 2009 at 12:00 Noon Local Time**

### **Background**

The United Nations Development Programme hereby invites you to submit a Proposal for Proposal for Provision of SCPC/DVB Internet Bandwidth via the VSAT Equipment that is already installed at the Ministry of Presidential Affairs Government of South Sudan

All entities interested in submitting their Proposals for the SCPC/DVB Internet Bandwidth for the Ministry of Presidential Affairs Government of South Sudan, Southern Sudan, may obtain the detailed Request for Proposal (RFP) documents in person, email and from the websites as follows: 1) UNDP Procurement Office; 2) UNDP website at [www.undp.org](http://www.undp.org); 3) UNDP Sudan website – [www.sd.undp.org/bids.htm](http://www.sd.undp.org/bids.htm) 4) [www.ke.undp.org/procurement.htm](http://www.ke.undp.org/procurement.htm)

Interested Bidders may obtain further information at the following address:

Contact Person: Josephine Baruch-Tucker, Chief of Procurement.  
Name of Office: UNDP – Juba, Southern Sudan  
E-Mail: [bids.ss@undp.org](mailto:bids.ss@undp.org)

Bids must be emailed to [bids.juba@undp.org](mailto:bids.juba@undp.org) or delivered by hand in sealed envelope to the above office on or before **Thursday 1<sup>st</sup> June 2009** at 12:00 Noon, Sudan local time.

**Late Proposals shall be rejected.**

**Request for Proposal (RFP)  
RFP-SS-GOV-SSP-001-2009**

21<sup>st</sup> May 2009

Dear Sir/Madam,

**Subject: RFP for VSAT Bandwidth Provision for GoSS – Ministry of Presidential  
Affairs**

1. You are requested to submit a proposal for VSAT circuit and Internet 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. Technical details.....(Annex VI)
3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than 1<sup>st</sup> June 2009, 12 noon local time.

**Attention:Ms. Josephine Baruch-Tucker, Chief of Procurement, UNDP  
Juba**  
UNDP Southern Sudan  
UNDP Compound  
**Southern Sudan –Juba**

4. Additional information and queries may be sent at the above address or at:  
[bids.ss@undp.org](mailto:bids.ss@undp.org) cc [bids.juba@undp.org](mailto:bids.juba@undp.org), we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,

**Kun Vee Lee  
Operations Manager  
UNDP Juba Southern Sudan**

## **Annex I**

### **Instructions to Offerors**

#### **A. Introduction**

##### **1. General**

The United Nations Development Programme hereby invites you to submit a Proposal for Provision of SCPC/DVB Internet Bandwidth via the VSAT Equipment that is already installed at the Ministry of Presidential Affairs Government of South Sudan

ii) The bandwidth needed will be as follows:

- Downlink: 1024kbps

- Uplink: 1024 kbps

iii) The bandwidth is to be provided 24 hours a day, 7 days a week and within the period that will be stipulated in the contract.

##### **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 procuring UNDP entity in writing at the organization's mailing address or fax number indicated in the RFP. The procuring UNDP entity 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 procuring UNDP entity 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 procuring UNDP entity 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/Spanish language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English/Spanish translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English /Spanish 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;

### **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, a template 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.

#### **11. Period of validity of proposals**

Proposals shall remain valid for ninety (90) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity 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**

Proposals should be prepared in two separate documents – one for the 'Technical Component' and the other for the 'Price Component'.

The Offeror shall prepare five copies of each document, clearly marking the original copy as "Original Proposal" and the rest marked "Copy" as appropriate. In the event of any discrepancy between them, the original shall govern.

The five 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.

#### **D. Submission of Proposals**

#### **13. Sealing and marking of proposals**

The proposal should be prepared as follows:

- Two separate documents – one for the 'Technical Component' and the other for the 'Price Component'
- In five copies of each document, with one marked "Original" and four others marked "Copy" (In the event of discrepancies, the original shall govern.)
- Sealed in one outer and two inner envelopes:

**Please note that failure to follow this procedure may result in your proposal being disqualified.**

The outer envelope shall contain the two inner envelopes and shall be addressed as follows:

**Attention: Ms. Josephine Baruch-Tucker, Chief of  
Procurement, UNDP Juba**  
UNDP Southern Sudan  
UNDP Compound  
**Southern Sudan –Juba**

**Re: RFP-SS-GOV-SSP-001-2009**

The first inner envelope should be marked "Technical Component" with your firm's name and address, and contain ONLY the Proposal Submission Form and the Technical Component of your proposal.

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The second inner envelope should be marked "Price Component" with your firm's name and address, and contain ONLY the Price Component Form(s).

**14. 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 1<sup>st</sup> June 2009, 12 noon, local time.

The procuring UNDP entity 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 procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

**15. Late Proposals**

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

**16. 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 email [bids.ss@undp.org](mailto:bids.ss@undp.org) but this copy should be followed by the original via courier.

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.

#### **17. Other Bidder response instructions with regards to the Technical Component**

Bidder's submission should contain sufficient information in the form of network diagrams and brief descriptions so that the architecture and technology being proposed can be quickly and comprehensively understood without the need to read lengthy brochures and technical specifications.

Bidders should furthermore ascertain that their country of incorporation does not consider service operation in Cuba as illegal; if this is the case, appropriate license/certificate of exemption should be presented.

All technology offered must have been successfully in use by the Bidder for at least 6 months in environmental conditions similar to that which will be encountered in the UN network as the UN does not want to be an experimental test bed for new technology.

Any lead times for relevant infrastructure expansion, equipment procurement and personnel recruitment should be clearly identified

Bidders must attach the following documents:

- I. A company financial statement covering the past 3 years;
- II. A description of the company's corporate structure, including ownership and country of incorporation;
- III. A copy of the company's corporate briefing;
- IV. A diagram depicting the company's existing hub infrastructure and associated services such as hub capabilities: Internet connections: PSTN access: Terrestrial connectivity etc which will be used in the provision of this service to the UN agencies;

#### **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 procuring UNDP entity.

#### **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 procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price 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).

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The contract will be awarded to the Contractor offering the best value for money.

**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 / Organization submitting Proposal	30%	300					
2.	Resource Plan	20%	200					
3.	Proposed Methodology	50%	500					
<b>Total</b>			<b>1000</b>					

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: Resource Plan

Form 3: Proposed Methodology

Note: The score weights and points obtainable in the evaluation sheets are tentative and could be changed.

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)		50					
1.2	Litigation and Arbitration history		25					
1.3	General Organizational Capability which is likely to affect delivery of services (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)		100					
1.4	Quality assurance and quality of delivery in terms of: - Project management - Post implementation technical support		50					
1.5	Relevance of (per TOR): - Specialized Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region - Work for UNDP/ major multilateral/ or bilateral programmes		75					
<b>Total Part 1</b>			<b>300</b>					

Technical Proposal Evaluation Form 2			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
Resource Plan - Key and Representative Personnel								
2.1	Project Manager		40					
	Sub-Score							
	General Qualification		10					
	Suitability for the Project							
	- Experience and success with similar projects.	25						
	- Knowledge of the regions where the VSAT systems will be implemented.	5						

Technical Proposal Evaluation Form 2			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
Resource Plan - Key and Representative Personnel								
			40					
2. 2	Networking / IP Expert		100					
			Sub-Score					
	General Qualifications in terms of: - Networking / IP Certification - Experience with Network security - Experience with IP traffic management (traffic shaping, bandwidth management & QoS).		70					
	Suitability for the Project							
	- Work experience in the telecommunications sector & VSAT business.	15						
	- Experience and success with similar projects.	15						
			100					
2. 3	Satellite Systems Engineer		60					
			Sub-Score					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
<b>Resource Plan - Key and Representative Personnel</b>							
General Qualifications in terms of - Knowledge of VSAT outstations (Hub & remote), installation, commissioning and validation. - Detailed knowledge of RF equipments & modulation techniques. - Familiarity with satellite technology used in the proposed solution.		45					
Suitability for the Project							
- Experience and success with similar projects & provision of expertise in similar networks.		15					
		60					
<b>Total Part 2</b>			200				

Technical Proposal Evaluation Form 3		Points obtainable	Company / Other Entity				
			A	B	C	D	E
<b>Capabilities and quality of technical Solution and post-implementation technical support</b>							
3.1	Compliance with technical requirements	250					
3.2	Compliance with service requirements in terms of: - Compliance with requirements for facility management services and operations (Help Desk) and - Arrangements/quality of on-going service maintenance	250					
<b>Total Part 1</b>		500					

**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.

## **ANNEX II**

### **UNDP GENERAL CONDITIONS OF CONTRACT FOR PROFESSIONAL SERVICES**

#### **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 fulfill 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 30 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.

## **17. 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.

## **18. 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.

## **20. 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.

## **21. 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.

## **22. 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

#### VSAT Bandwidth Provision for GoSS – Ministry of Presidential Affairs

The Service Provider shall provide Internet Bandwidth to the Ministry of Presidential Affairs as follows:-

i) Provision of SCPC/DVB Internet Bandwidth via the VSAT Equipment that is already installed at the Ministry. The equipment on site is as below:

- Outdoor Equipment

2.4m C Band Prodelin Antennae

10W BUC

pII LNB

Feedhorn and accessories

- Indoor Equipment:

DMDVR20 LBST L Band Modem

Cisco 2800 Router

VBOX DVB XLT 3210

24 Port 10/100 3Com Switch

ii) The bandwidth needed will be as follows:

- Downlink (DVB): 1024kbps

- Uplink (SCPC): 1024 kbps

iii) The bandwidth is to be provided 24 hours a day, 7 days a week and within the period stipulated that will be stipulated in the contract.

#### Changes to Services

(a) As part of a Service Order, UNDP, on behalf of the Ministry may specify certain options or amendments in order to increase or alter the proposed Service. If the VSAT Provider agrees to these Options, they shall be included in the Contract as an amendment. UNDP may exercise any such Options during the Term, subject to availability, by providing the VSAT Provider with reasonable written notice of its wish to do so, and by submitting a change order.

The VSAT Provider will endeavor to implement the requested changes within 14 working days if the required change involves increase of bandwidth on the downlink and/or uplink channel.

## Roles and responsibilities

(a) UNDP shall be responsible, at its own expense, for interconnection with the Service at the ODP. The Operation demarcation Point is defined as the point where the VSAT equipment provided by the Service Provider interfaces with the client's Local Area Network.

(b) UNDP will comply with all reasonable technical directions from the VSAT Provider.

(c) If the VSAT Provider requests any changes to Customer Equipment, UNDP shall make such changes, provided that such changes do not cause unreasonable disruption to UNDP.

(d) UNDP will take all reasonable steps to protect any equipment owned by the VSAT Provider that is sited at Customer premises, and keep it secure. UNDP will prohibit any unauthorized copying or use of such equipment, and will maintain adequate insurance against its loss or damage. Following the termination of a Service Contract for any reason whatsoever, UNDP shall promptly return any such equipment to the VSAT Provider, and shall not seek to maintain any lien or detention over it.

## Performance Measurements & Penalties

The VSAT Provider shall undertake to provide Service availability of 99.9%, 24 hours a day, 7 days a week, for the entire period as stipulated in the Contract.

A one-way Packet Loss Ratio of less than 1% averaged over the total available times during the service Measurement Period, subject to UNDP not overloading beyond 98% of the allocated bandwidth for a Service.

The Service Measurement will be 100 normal Cisco Ping Packets sent at Intervals of 2 Hours over a period of 24 hours between the UNDP Router Interfacing to the Modems and the Trunk Access Point

560 Milliseconds average and less than 600 Milliseconds round time packet trip between the customer Router Interfacing to the Modems and the Trunk Access Point.

The measurement will be done using a suitable Ping plotter tool. The Tools shall be configured to take these measurements every 10 minutes. Performance Degradation will be considered to have occurred if the ping times over a period of one hour exceed 600 Milliseconds

To Measure reach ability to the Internet, reliable access points (Key internet Exchange Points) shall be identified and used as reference points to gauge service availability. However the ping times and trace route results to these points may not be guaranteed as they are beyond the NAP.

If the VSAT Provider is reasonably satisfied that the Service Outage or Performance Degradation claimed occurred in accordance with this Terms of Reference, the VSAT Provider shall apply Interruption Credits as follows:

One (1) Interruption Credit shall be given for each hour or part hour of a Service Outage lasting for a continuous period of one (1) hour or more. No more than one (1)

Interruption Credit shall be given for Service Outages occurring during any one (1) calendar day in respect of Service Outages.

No more than one (1) Interruption Credit due to Performance Degradation shall apply to any one (1) calendar month during which there has been a Performance Degradation. Claims for Performance Degradation shall not apply to and Interruption Credits shall not be given in respect of:

Any Performance Degradation if the Customer has overloaded beyond 98% of the allocated bandwidth for a Service.

In no event shall any Interruption Credit be given in respect of any Service Outage or Performance Degradation that is caused by:

any Service Outage or Performance Degradation which is not reported to the VSAT Provider within 24 hours;

the failure or non performance of Customer Equipment or other equipment or facilities of the Customer, including but not limited to the Service Locations;

any act or omission of the Customer, its employees, agents or contractors;

any period during which the VSAT Provider interrupts a Service in order to perform scheduled or emergency testing, maintenance and adjustments in accordance with the terms of the Agreement; or

Any cause outside the VSAT Provider reasonable control, or any circumstances other than those set out in this Terms of Reference.

#### Annual Maintenance

The VSAT Provider will carry out an annual Maintenance which involves the following One Monthly Site Visit to carry out the following non service affecting tasks:-

- Read Modem Events
- Check on the Outdoor redundancy Controller
- Check on Modem receive Levels

Two service affecting Maintenance to

- Realign the Dish is if the signal is Low
- Clean the Feed horn assembly
- Test Modem and BUC Redundancy Units



**Annex V**

**PRICE SCHEDULE**

**IP/INTERNET SERVICES FOR Ministry of Presidential Affairs**

**Service Provider Information**


**Price Component**

Set up/Activation Charges	Monthly Recurring Charges bandwidth - 1024 kbps duplex scenario	Other misc. and one time charges – 1024 kbps scenario (please provide breakdown)

## **Annex VI**

### **Technical details of the Existing Ministry of Presidential Affairs VSAT installation**

The equipment is currently configured to point at IS 906 64 E Intelsat Satellite and the site is currently transmitting. The equipment used is as below.

#### **Outdoor Equipment:**

2.4m C Band Prodelin Antennae  
10W BUC  
pll LNB  
Feedhorn and accessories

#### **Indoor Equipment:**

DMDVR20 LBST L Band Modem  
Cisco 2800 Router  
VBOX DVB XLT 3210  
24 Port 10/100 3Com Switch