



United Nations Entity for Gender Equality
and the Empowerment of Women

Request for Proposal (RFP)

Date: 1 May 2012

Dear Sir/Madam,

Subject: RFP for the provision of Voice/Data cabling services for UN Women Training Centre (Santo Domingo, Dominican Republic)

You are kindly requested to submit a proposal for Voice/Data cabling services, as per enclosed Terms of Reference (TOR).

To enable you to submit a proposal, attached are:

- | | | |
|------|---|---------------|
| I. | Instructions to Offerors | (Section I) |
| II. | General Conditions of Contract | (Section II) |
| III. | Terms of Reference (TOR) | (Section III) |
| IV. | Proposal Submission Form | (Section IV) |
| V. | Price Schedule and Statement of Work | (Section V) |
| VI. | The UN Women Training Centre Floor plan | (Section VI) |

Your offer comprising of both a technical proposal and a financial proposal, in separate sealed envelopes, should reach the following address no later than **Thursday, 31 May 2012 at 5:00pm Santo Domingo Time.**

Address:

Attention: Ms. Eugenia Ash de Pou, Operations Manager.
UN Women Training Centre
Av. César Nicolás Penson No. 102-A
Santo Domingo, Dominican Republic

Fax number: +1-809-685-2117

If you request additional information, we would endeavor to provide the information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.

All questions for clarification should be sent by email to Mr. Dejan Batic (dejan.batic@unwomen.org), copied to Ms. Eugenia Ash de Pou, Operations Manager (eugenia.ash.depou@unwomen.org).

A walkthrough (site-visit) to the UN Women Training Centre has been scheduled on **Wednesday, 9 May 2012**. It is a mandatory requirement that all Offerors attend this walkthrough to determine the materials required for the cabling services. If you cannot attend the walkthrough on this particular date, kindly reschedule by contacting Mr. Dejan Batic (dejan.batic@unwomen.org).

You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,



Clemencia Muñoz Tamayo
Director, UN Women Training Centre

Section I

Instructions to Offerors

A. Introduction

1. General

Purpose of RFP: the provision of voice/data services for UN WOMEN Training Centre at Av. César Nicolás Penson No. 102-A, Santo Domingo, Dominican Republic.

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, UN Women will be in no case 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 UN Women entity in writing at the organisation's mailing address or fax number indicated in the RFP. The procuring UN Women entity will respond in writing to any request for clarification of the Solicitation Documents that it receives **before than three days prior** to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that have received the Solicitation Documents.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UN Women 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 UN Women 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 UN Women entity shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as it is accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English 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; Such documentation shall include:
 - Description of the organization (experience, human resources, technical and managerial capacity in the related field, including company's litigation and arbitration history);
 - Copy of registration certificate of the organization and licenses to perform such project tasks and activities;
 - Company's portfolio regarding successfully implemented similar assignments;
 - Company's list of customers/beneficiaries of services for the past years;
 - Work-plan and approach (detailed description of activities, timeline, agenda);
 - Implementation plan and indication of the required licensing system operation throughout the contract;
 - Details of project management approach, including tasks, timelines, resources and risk management, etc.;
 - Warranty period for the proposed technical solution;
- c) Price schedule and Statement of Work, completed in accordance with clauses 8 and 9 and as per **SECTION V, Price Schedules and Statement of Work**;

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 organisational 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 UN Women 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. The Offeror must provide a resume of the technical support staff responsible for the supervision of the proposed personnel and CVs and certificates of staff proposed for implementation of this project and their role, in accordance with clause J of **Section III (ToR)**;

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 and Statement of Work**.

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 Sections 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 and Statement of Work, 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 Dominican pesos (DOP) or United States dollars (USD) as appropriate.

11. Period of validity of proposals

Proposals shall remain valid for sixty (60) days after the date of Proposal submission prescribed by the procuring UN Women entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UN Women entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UN Women 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

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 authorised to bind the Offeror to the contract. The latter authorisation 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

UN Women shall effect payments to the Contractor after acceptance by UN Women 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:

Attention: Ms. Eugenia Ash de Pou, Operations Manager
UN Women Training Centre; Av. César Nicolás Penson No. 102-A
Santo Domingo, Dominican Republic

Fax number: +1-809-685-2117

And

Marked with: "RFP: Voice/Data Cabling Services for UN Women Training Centre"

b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope (technical proposal) shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked "Original" and "Copy". The second inner envelope (financial proposal) shall include the price schedule and Statement of Work duly identified as such.

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

15. Sending the Proposal

Proposals should also be sent on two separate CDs. Both CDs (one for technical proposal and one for financial proposal) should be included in each of the separated envelopes. Kindly note the submission by CD does not eliminate the paper submission

16. Deadline for submission of proposals

Proposals must be received by the procuring UN Women entity at the address specified under clause *Sealing and marking of Proposals* no later than **Thursday, 31 May 2012 at 5:00pm Santo Domingo Time.**

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

17. Late Proposals

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

18. 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 UN Women 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 entitled *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed 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

19. Opening of proposals

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

20. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Committee 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.

21. Preliminary examination

The Committee 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 procuring UN Women entity 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 procuring UN Women entity'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 procuring UN Women entity and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

22. Evaluation and comparison of proposals

A two-stage procedure is utilised 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 Terms of Reference (TOR) and the instructions to the Offerors. The technical score comprises 70% (700 points) of the overall score.

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

The **cumulative analysis scheme** will be applied with a total score being obtained upon the combination of weighted technical and financial attributes. An Offeror's response to the solicitation document is evaluated and points are attributed based on how well they meet the defined desirable criteria. Cost under this method of analysis is rendered as an award criterion, which will be 30% out of a total score of 1000 points of all the desirable factors of the RFP. The contract will be awarded to the offeror obtaining the highest cumulative score. The following formula will be applied in calculating the cumulative score:

$$B = T + \frac{C_{low}}{C} \times 300,$$

Where

T – is the total technical score awarded to the evaluated proposal;

C – is the price of the evaluated proposal; and

C_{low} – is the lowest of all evaluated proposal prices among responsive proposals.

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	30%	300					
3	Personnel	40%	400					
Total			1000					

Evaluation forms for technical proposals follow on the pages as below. 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 Proposed

Note: The score weights and points obtainable in the evaluation sheet are tentative and should be changed depending on the need or major attributes of technical proposal.

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 Organisation and Staff (Competence / Reliability)	50					
1.2	General Organisational Capability which is likely to affect implementation (i.e., loose consortium, holding company or one firm, size of the firm / organisation, strength of project management support e.g. project financing capacity and project management controls)	20					
1.3	Number of Certified staff and number and size of clients serviced by them	50					
1.4	Quality assurance procedures, warranty	30					
1.5	Relevance of: Specialised Knowledge Experience on similar projects Experience in effective cabling Previous work for UN Women, UN or government	150					
Total Part 1		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?	40					
2.2	Have the important aspects of the task been addressed in sufficient detail?	60					
2.3	Is the conceptual framework adopted appropriate for the task?	40					
2.4	Is the scope of schedules well defined and does it correspond to meet the overall project timelines – see attached	80					
2.5	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	80					
Total Part 2		300					

Technical Proposal Evaluation Form 3		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Personnel Proposed							
	Number of Consultant vis-à-vis implementation of cabling service [Project Manager, Site Supervisors and technicians)						
3.1	General Qualification	150					
3.2	Suitability for the Project	50					
3.3	Specific Certification i.e., Industry standards certifications	100					
3.4	Supervisory experience for such specialized projects	100					
	Total Part 3	400					
70% of Total Score							

Financial Evaluation Criteria

The price proposal consists of 30% (300) of the overall score. The determination of best value for money is based on the Price quoted vis-à-vis the quality of proposed solution in reference to completeness of proposals and technical solution, as well effective engineering of the technical solution and professional finish. In this regard, the price proposal must be consistent with the technical proposal, and in compliance with it.

F. Award of Contract

23. Award criteria, award of contract

The procuring UN Women 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 its action

Prior to expiration of the period of proposal validity, the procuring UN Women 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.

24. 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.

25. 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.

Section 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 UN WOMEN. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UN WOMEN or the United Nations.

2. SOURCE OF INSTRUCTIONS

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

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 UN WOMEN.

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 UN WOMEN for all sub-contractors. The approval of UN WOMEN 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 to the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UN WOMEN 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, UN WOMEN, 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 UN WOMEN as additional insured;
 - II. Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UN WOMEN;
 - III. Provide that UN WOMEN 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 UN WOMEN with satisfactory evidence of the insurance required under this Article.

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 UN WOMEN 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 UN WOMEN shall rest with UN WOMEN and any such equipment shall be returned to UN WOMEN at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UN WOMEN, 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 UN WOMEN for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UN WOMEN 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 UN WOMEN'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 UN WOMEN in compliance with the requirements of the applicable law.

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

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UN WOMEN, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UN WOMEN or the United Nations, or any abbreviation of the name of UN WOMEN 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 UN WOMEN, shall be treated as confidential and shall be delivered only to UN WOMEN 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 UN WOMEN, any information known to it by reason of its association with UN WOMEN which has not been made public except with the authorization of UN WOMEN; 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 UN WOMEN, 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 UN WOMEN 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, UN WOMEN 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, UN WOMEN 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 UN WOMEN reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UN WOMEN 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 UN WOMEN under this Article, no payment shall be due from UN WOMEN 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, UN WOMEN may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UN WOMEN 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 UN WOMEN to determine a mutually acceptable procedure.
- 18.2 Accordingly, the Contractor authorizes UN WOMEN to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UN WOMEN before the payment thereof and UN WOMEN has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UN WOMEN 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 UN WOMEN to terminate this Contract immediately upon notice to the Contractor, at no cost to UN WOMEN.

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 UN WOMEN to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UN WOMEN.

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 UN WOMEN unless provided by an amendment to this Contract signed by the authorized official of UN WOMEN.

Section III

Terms of Reference (TOR)

Voice/Data Cabling Services for UN Women Training Centre

A. Introduction

UN Women is establishing a global Training Centre in Santo Domingo. Following this decision, this RFP is to ensure the availability of the voice/data cabling services to effectively transition the existing ICT systems to UN Women ICT computing environment. It is very critical that the cabling services be carefully planned to ensure that that services are up and running by end June 2012.

B. The cabling will be done in three phases:

1. First Cable runs along the wall conduits for first floor, followed by
2. Fiber-tie connection to Communication Termination Room (TR) on the second floor and then,
3. The Second Cabling runs along the wall conduits for the second floor.

The quality criteria below must be met for each of the above-mentioned tasks:

- Professional cable routing, Patch, Installation, Termination, Grounding and Labeling.
- Test, Professional Finish, Clean-up, Document and Provide warranty.

C. Size of the area:

First + Second Floor = 1,200 m².

D. Provision of cabling services:

1. **Connect the floors using fiber:** Use of Armored fiber with capability to support 10Gig link to communication closets and termination closets between the 1st and 2nd floors.
2. **Floor Cabling:** Use of Cat6 Cabling for voice, data and video for a total of fifty seven (57) 2-Plex Work Stations (WOS), thirty four (34) 1-Plex Stations (Wireless Access Points (WAPS), phones and other devices)

E. Fiber RISER-TIE connection from First Floor to Second Floor

Connect the first floor to the second floor using a 6str fiber optic.

1. UNW mainTR.1st-FL to UNW 2nd-Floor main termination closet (see the floor plan)
2. Provide and Use 10 Gig LC-LC Fiber connectors (terminators) to connect the floors

F. Racks, Cable and Pathway Management equipment:

Four-Post Open racks for communication centers and termination = 2.

Wire management material (conduits) and equipment to provide neat cable path, cable support, termination and professional finish and to ensure proper cable management (Horizontal or vertical, backbone, pathways and hallways) cabling

G. Floor Cabling for Voice, Data and security system, including wireless access points (WAPS): See attached Floor plan with Network Points.

1. Approximate run for each CAT6 (1-2 Floors) = 75ft
2. First and Second Floors cabling using Cat6 – (57) 2-Plex Work Stations (WOS), thirty four (34) 1-Plex Stations (Wireless Access Points (WAPS), telephones and other devices).
3. Cabling the guard's house with two duplex stations and one analog line. The location of the trench will be provided by employer.
4. Standard 4pr Category 6 Plenum patch performing 550 MHz for patching connections to the switches as follows:
 - 3 feet long – 20 pcs
 - 6 feet long – 20 pcs
 - 9 feet long – 35 pcs
 - 12 feet long – 25 pcs

H. Analogue lines:

1. UN Women Training Centre will use a fax and 2 analog phone lines.
2. One (1) at the main entrance to building, One (1) at the main gate to premises and one going to office 2D. The lines will be directly accessible to PSTN for security and faxing.

I. Expected Results

The cabling tasks must be successfully and timely completed as per the schedule within a period of 4-6 weeks.

UN Women is adopting new industry-standard cables capable of transmitting at a higher frequency of 550 MHz In this regards, key factors to use to guide in the selection of the cable are:

1. Thicker-gauge wire, increased shielding, and more pair twists per inch to reduce signal noise and interference.
2. The tighter specifications to guarantee that 100-meter runs of Category 6 are capable of 1000 Mbit/s transfer speeds and 10-Gigabit Ethernet speeds are achievable when reducing cable lengths to 50 meters or less.

The selection of the cable does affect the performance of network and expected results, so compliance to minimum cable requirement is mandatory.

J. Cabling Standards and Specifications - a) The Overall functional Scope:

The vendor will provide expert cabling services, herein referred to as "technical cabling solution", as per International Standards for Cabling for Commercial Buildings and to effectively address UN Women Business Requirements.

Whereas, UN Women standard minimum cabling is Cat6, and there is no need to standardize on particular manufacturer, use of quality cable material is a basic requirement and greatly emphasized. UN minimum CAT6 cable requirement is a 4pr Cat6 Plenum performing 550 MHz.

The tasks are summarized herein below:

1. CAT6 cabling for UN Women floors at Training Centre – First and second Floors.
2. Inter-connecting the UN Women floors and connecting UN Women main communication centre (Data Centre) with the ISP and MMS for system integration and secured networking.
3. High quality of cabling standards to effectively support the recommended business applications and newly anticipated applications for use by the organization. The standard must be in compliance to international industry cabling standards for Telecommunication and Infrastructure for Data Centres, Commercial building Telecommunication Cabling Standards, the adopted nomenclature for fibre cabling and related data transmission standards;
4. Improved wire management and air circulation; and green cabling technology;
5. Professional engineering and quality finish is required to reduce cost of network technical support and LAN maintenance by the ICT technical staff, for example:
 - The professional finish will result in reduced downtime for troubleshooting network issues, quicker, accurate and easy identification of computer network problems and effective deployment of network analyser and reporters.
 - Clear labelling of DUPLEX STATIONS will improve the ability to quickly identify infrastructure and connectivity issues related with WOSs or WAPs.
 - Completed wire management of cables and patch cords will reduce time lost by ICT technical team to patch DUPLEX STATIONS [WOSs + WAPs] to Network points on the network switch.
 - Effective testing, proper grounding, clear documentation and quality and Industry Standards certification as requested in TOR will guarantee high performance, reliability and availability of the network resources and application services.
6. UN Women business is protected with the appropriate Warranty and Assurance Agreements and that such warranty address the performance of the cabling system and data transmission during the lifetime of the occupancy of the building.

b) The UN Women Business Requirements:

UN Women is moving towards the use of effective applications such as VoIP, distributed database and information systems, desktop video and multimedia, video conferencing, unified communication systems, broadband applications, Audio Visual Systems, QoS-enable applications and security enhanced system applications. In adopting such high industry standards, UN Women is installing computer networks with Gigabit Ethernet (up to 10Gb transmission) and CAT6 performing at a minimum of 550MHz, and must effectively support high-speed, full duplex, and parallel transmission protocols.

The minimum requirements for the selected cable are defined below:

- **CAT6 UTP Cable:** 4pr Category 6 Plenum performing 550 MHz:
- **Fibre Optics:** Armored, OM3 50/125 Micron Plenum Fibre performing at 10Gb;

The selection of the cable affect the performance of the network and expected results highlighted in Section L of RFP, TOR, Expected Results, therefore, compliance to the cable requirement, high level of engineering and professionalism, and quality of finish are mandatory for this project.

c) The UN Women Cabling and Telco Closets Technical Standards:

The RFP emphasize a “technical cabling solution”, without asking for a specific manufacturer or products (cable type, cabinet, racks, connectors, terminators etc.). The “technical cabling solution” must be in compliance with the international industry standards for Telecommunication and Infrastructure standards for Data Centres (ANSI/TIA-942) and Commercial building telecommunication cabling standards (ANSI/TIA/EIA-568-C.1), the ANSI/TIA-568-C.3 - the TIA adopted nomenclature for fibre (ISO/IEC 11801) and related standards, including transmission and error correction; improved wire management and air circulation; green cabling technology; high quality of cabling and professional finish.

The vendors in their “technical cabling solution”, must provide details of the selected products, including manufacturer, cut-sheets containing details of functional and technical specifications, air circulation methods, maximum cabling lengths, hardware terminators, outlets, labellers and faceplates, connectors, method of wire management, etc., and how the solution meets the such requirements as, ANSI/TIA-942 and ANSI/TIA/EIA-568-C.1, ISO/IEC 24764, transmission standards (ANSI/TIA-568-C.2 | CENELEC EN 50288 -6-1 | ISO/IEC 11801 Class E, etc.), Regulatory Compliance/Certification (RoHS 2002/95/E | ISO 9001:2008), etc. Furthermore using illustrations, diagrams and examples from previous experience to show how aspects of cabling related tasks and standards were accomplished and use of visual presentations on how the final finish will look is highly recommended.

K. The Components of Cabling Services:

The below are summarized components of the cabling service. The proposal must include all components of the cabling service.

	Item	Description
1	Cabling	Cabling Services for UN Women TC First and second Floors
1.1	Floor Cabling	Furnish and Install (F&I) CAT 6 Cables and run the cables to Users End Points UN Women First and second Floors
1.2	Connecting Floors	Furnish and Install (F&I) armoured OM3 50/125 Micron Plenum Fibre performing at 10Gb fibre and interconnect the communication closets sectional Distribution Racks to UN Women Main Distribution Rack (TR) and to UN Women Main Data Centre.
1.3	Cabling for Analogue Lines	Furnish and Install (F&I) copper cables for Analogue lines from the PSTN Phone lines Demarcation point to Data Centre
2	Building Telecommunications Closets	Furnish and Install (F&I) Telecommunication Closets, and provide grounding and wire Management
2.1	Wire Management	Furnish and Install (F&I) hardware for Horizontal or vertical cabling or angled cabling, backbone, pathways and hallways cable management. Patch and install the hardware for a complete wire management solution.
2.2	Patch Cords & Patching	Furnish and Install (F&I) the CAT6 and Fibre Patch cords, patch and organize the patch cords to wire management hardware.
2.3	Closets Grounding & Electrical Termination	Furnish and Install (F&I) the Grounding and termination hardware and ground and terminate the closets.
3	Project Management,	Project Management to ensure timely delivery and

	Quality Finish and Warranties	professional finish
3.1	Mount, Label and Finish	Firm mounting of Faceplates, surface mount boxes, etc., and label the CAT6, Fibre, TV and Analogue lines End Points.
3.2	Project Management and Warranty	Professional management of project with timelines, provision of warranties and assurance; and certification of the cabling by the vendor.

L. Quality and Technical Compliance:

The vendor is required to comply with the technical requirement stipulated on above. Specifically, please ensure the below approach:

- 1) In the **technical proposal**, provide details all the selected products or items and the total number for each of required to complete the work. For each product or item (connectors, cables, racks, surface mounts, terminators, outlets, labelers and faceplates, , etc.), provide the manufacturer, hardware cut-sheets, details of functional and technical specifications, air circulation methods, method of wire management, etc., and how your how the solution meets the industry standard requirements as, ANSI/TIA-942 and ANSI/TIA/EIA-568-C.1, ISO/IEC 24764, transmission standards (ANSI/TIA-568-C.2 | CENELEC EN 50288 -6-1 | ISO/IEC 11801 Class E, etc.), Regulatory Compliance/Certification (RoHS 2002/95/E | ISO 9001:2008), etc. Please illustrate with diagrams and example from previous experience how you will accomplish specific aspect of cabling related tasks and standards.
- 2) In the **technical proposal**, indicate detail specifications or attach specifications cut sheets for the selected cable. Such specification should include the information listed below:
 - Product specification, (Part Number, manufacturer, ANSI/TIA Category, dc Resistance Unbalance/maximum, Delay Skew, Mutual Capacitance, Nominal velocity of Propagation (NVP), Operating Frequency, Transmission Standards etc.,)
 - Environment Specifications (environment Space, Installation Temperature, Operating Temperature, etc.
 - General Specifications (Brand, Cable Component Type, Cable Type, Pairs quantity, Conductor Gauge
 - Mechanical Specifications (include cable strength, FEP rated, durability, warranty etc.)
 - Regulatory Compliance/Certifications
 - Electrical Performance (IL, Next, ACR, PSNEXT, PSACR, ACRF, PSACRF, RL, TCL, ELTCL etc.,)
- 3) All cabling from User End points into the point of entry to the TR closet (racks and cabinets) to be installed perpendicular and parallel to walls and ceilings. The vendors may select to use horizontal wire management, vertical wire management, angled wire management, etc., as it may fit Use diagram detailing proposed management of cabling at all communication closets and room.
- 4) Vendor may use CAT6, CAT6A, or CAT6e, CAT6E or higher. The selection of cable must meet the requirements. Provide specifications, cut sheets for all necessary

cable management racks, ladders, outlet, faceplates, termination hardware etc. for a complete, organized and orderly finish and look.

- 5) Clearly indicate managerial and supervisory approach to meeting the cabling timelines.

M. General Requirements for working in the building:

1. Ensure proper arrangement with the office administration to ensure minimum interference with the day-to-day business of the office.
2. Arrange for large deliveries during suitable times.
3. Note: Data/Voice cabling process is scheduled to start together with Electrical Wiring of the building. Therefore, cooperation between these two teams is essential to prevent misunderstandings, duplicate work, etc.

N. Management

The overall supervision of this project is by UN Women Training Centre Operations Manager and IT Systems Administrator. However, due the scope of the project, the selected vendor is required to make available an on-site supervisor, qualified and an appropriate number of technicians to ensure effective cabling, successful and timely completion of this project.

O. Organization of Work and Reporting

During the cabling the selected vendor will work closely with the UN Women TC IT System Administrator and the Operations Manager to ensure that all tasks are timely completed.

P. Timelines

The cabling must be completed within a period of 4 -6 weeks from commencement.

Q. Exclusions

The responsibility for the involved systems remains fully with UN Women at all times. The vendor will provide on-site operational support according to the given terms of reference.

Section V

PRICE SCHEDULE AND STATEMENT OF WORK

The Contractor is asked to prepare the Price Schedule and Statement of Work 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 UN WOMEN is exempt from taxes as detailed in Section II, Clause 18.

The Price Schedule and Statement of Work must provide a detailed cost breakdown for each functional category, sub-category and task. Use the below format to prepare the Price Schedule and Statement of Work. Associate specific prices requested in the TOR and ensure that the financial proposal is consistent with technical proposal. All prices must include estimates for material and labor for the services, cost of equipment, material and part numbers.

Price Schedule and Statement of Work: Request for Proposals for Services [Sample Template].
 The vendor is requested to fill in all the items required to complete the project.

		Material		Labor	Part Number
Description of Material/Labor/Service		Quantity	Material Cost	Estimated Amount	
1.	Cabling [Category]				
1.1					
1.1.1					
1.1.2					
1.2	Connecting 1 st & 2 nd Floors [Sub-Category]				
1.2.1	Armored fiber connecting floors [Sub-category]				
1.2.2	Fiber Patch panel [Task, service or purchase of item]				
1.3					
1.3.3 etc.					
2.	Building Telecommunications Closets				
2.1					
2.2					
2.3					
2.4					
3	Project Management, Quality Finish and Warranties				
3.1					
3.2					
3.2.1					
3.3.					
3.3.1					
3.3.2					
TOTAL COST					