



REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: August 15, 2018
	REFERENCE: RFP 002/TLS/2018

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Provision of Mobile Phone Services for UNDP Timor-Leste on Long Term Agreement (LTA) Basis**

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before Friday, 14 September 2018 and via e-mail, courier mail or hand delivery in person in properly sealed envelope to the address below:

United Nations Development Programme
Registry Unit, P.O Box 008/558 Dili
UN House, Caicoli Street, Dili - Timor-Leste
Attn. Mr. Claudio Providas
Email: bids.tp@undp.org

Your Proposal must be expressed in the English language, and valid for a minimum period of 90 days

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the pdf format, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Diana Lina Bernardo
UNDP Operations Manager
15/08/2018

TECHNICAL PROPOSAL EVALUATION CRITERIA

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1	Expertise of Firm / Organization	30%	250
2	Proposed Methodology, Approach and Implementation Plan	40%	450
3	Management Structure and Key Personnel	30%	300
TOTAL		100%	1000

Technical Proposal Evaluation (FORM I)		
Expertise of the Firm / Organization		Points Obtainable
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	70
1.2	General Organizational Capability which is likely to affect implementation - Financial Stability - Age/size of the Firm - Strength of the Project Management Support - Project Financing Capacity - Project Management Control	70
1.3	Quality assurance procedure, warranty	25
1.5	Relevance of: - Specialized Knowledge in mobile service provision - Experience on Similar Programme / Projects - Experience on Projects in the Region	85
SUB TOTAL		250

Technical Proposal Evaluation (FORM II)		
Proposed Methodology, Approach and Implementation Plan		
2.1	To what degree does the Proposer understand the task?	30
2.2	Have the important aspects of the task been addressed in sufficient detail?	25
2.3	Are the different components of the project adequately weighted relative to one another?	20
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	55
2.5	Is the mobile service provision adopted appropriate for the Schedule of Requirements?	65
2.6	Is the scope of service under various service package well defined and does it correspond to the Schedule of Requirements?	170
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	85
SUB TOTAL		450

Technical Proposal Evaluation (FORM III)		
Management Structure and Key Personnel		
3.1	Project Manager / Account Manager / General Qualification Suitability for the Project	
	- International experience	25
	- Training experience	20
	- Professional experience in the area of specialization	45

	- Knowledge of region	30
	- Language qualification	20
	SUB TOTAL	140
3.2	Senior Expert(s) General Qualification Suitability for the project	
	- International experience	15
	- Training experience	15
	- Professional experience in the area of specialization	45
	- Knowledge of the region	25
	- Language qualification	20
	SUB TOTAL	120
3.3	Project Staff/ Technicians General Qualification Suitability for the project	
	- International experience	5
	- Training experience	5
	- Professional experience in the area of specialization	10
	- Knowledge of the region	10
	- Language qualification	10
	SUB TOTAL	40
	SUB TOTAL - KEY PERSONNEL	300
	Aggregate	1000

Description of Requirements

Context of the Requirement	Provision of Mobile Phone Services for UNDP Timor-Leste on Long Term Agreement (LTA) Basis
Implementing Partner of UNDP	UNDP ICT
Brief Description of the Required Services ¹	Please see ToR attached
List and Description of Expected Outputs to be Delivered	Please see attached ToR
Person to Supervise the Work/Performance of the Service Provider	ICT Analyst
Frequency of Reporting	Upon completion of works
Progress Reporting Requirements	N/A
Location of work	<input checked="" type="checkbox"/> Exact Address/es UN House, Caicoli Street, Dili, Timor-Leste
Expected duration of work	The period of the service will be 12 months
Target start date	30 th September 2018
Latest completion date	30 th September 2019
Travels Expected	N/A
Special Security Requirements	<input checked="" type="checkbox"/> Others N/A
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	N/A
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Upon request
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Upon request
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars

¹ A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms ³	Monthly
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	UNDP ICT Analyst
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Professional Services Contract <input type="checkbox"/> Long-Term Agreement ⁴ (if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.) <input type="checkbox"/> Other Type of Contract [pls. specify]
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<u>Technical Proposal (70%)</u> <input checked="" type="checkbox"/> Expertise of the Firm [indicate percentage] <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan [indicate percentage] <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel [indicate percentage] <u>Financial Proposal (30%)</u> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.

² VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

³ UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

⁴ Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$100,000.00.

UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP ⁵	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ⁶ <input checked="" type="checkbox"/> Detailed TOR
Contact Person for Inquiries (Written inquiries only) ⁷	E-mail: procurement.staff.tp@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
Other Information [pls. specify]	N/A

⁵ Where the information is available in the web, a URL for the information may simply be provided.

⁶ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

⁷ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁸

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁹)

[insert: Location]

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date], and all its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:

- a) *Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) *Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) *Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) *Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contract references;*
- e) *Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) *Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

C. Qualifications of Key Personnel

⁸ This serves as a guide to the Service Provider in preparing the Proposal.

⁹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

If required by the RFP, the Service Provider must provide:

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;*
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and*
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.*

FINANCIAL PROPOSAL FORM

Directions:

- The financial proposal shall specify a **total lump-sum amount**
- The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each mobile service plan and handset.
- The format shown below is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.
- **You must send your duly signed Financial proposal **separately** from Technical Proposal**

A. OPTIONS 1 - POSPAID

Voice - 100 minutes Plan postpaid					
No.	Type of Service	Unit of Measure (UoM) (Indicate if fractions of minutes are rounded up)	Estimated Qty or Usage	Unit Price in USD	Total Price in USD
1.1	Voice Calls to same network (per month)	Per minute	10.000		
1.2	Voice Calls to other networks (per month)	Per minute	50,000		
1.3	Text messaging (SMS)-per month	Per minute	5000		
1.4	Data (per month)	Megabyte / package	100 GB		
1.5	International Roaming	Per minute			
1.6	Subscription fee	Per simcard			
1.7	Others (Please specify)				
I. Voice - 300 minutes Plan postpaid					
2.1	Voice Calls to same network (per month)	Per minute	10.000		
2.2	Voice Calls to other networks (per month)	Per minute	50,000		
2.3	Text messaging (SMS)-per month	Per minute	5000		
2.4	Data (per month)	Megabyte / package	100 GB		
2.5	International Roaming	Per minute			
2.6	Subscription fee	Per simcard			
2.7	Others (Please specify)				
II. Internet (ONLY) simcard					
3.1	Subscription fee	Per month			
3.2	4G/3G simcards	Per package in GB	200		
3.3	Others (Please specify)				
III. HANDSETS					
4.1	Basic GSM phone set [Make and Model]	Per phone			
4.2	Smartphone GPRS 3G/4G [Make and Model]	Per phone			
4.3	Others (Please specify)				

B. OPTIONS 2 – PREPAID

Voice – SIM cards					
No.	Type of Service	Unit of Measure (UoM) (Indicate if fractions of minutes are rounded up)	Estimated Qty or Usage	Unit Price in USD	Total Price in USD
1.1	Voice Calls to same network (per month)	Per minute	10.000		
1.2	Voice Calls to other networks (per month)	Per minute	50,000		
1.3	Text messaging (SMS)-per month	Per minute	5000		
1.4	Data (per month)	Megabyte / package	100 GB		
1.5	International Roaming	Per minute			
1.6	Others (Please specify)				
IV. Internet (ONLY) SIM cards					
3.2	4G/3G simcards	Per package in GB	200		
3.3	Others (Please specify)				

TERMS OF REFERENCE (TOR)

GENERAL INFORMATION

Services/Work Description: Provision of Mobile Phone Services for UNDP Timor-Leste on Long Term Agreement (LTA) Basis

Project/Program Title: Management Service

Specific Location: UNDP Timor-Leste Country Office

Type of the Contract: Long Term Agreement (LTA) Basis for three (3) years with a possibility of one-year extension upon satisfactory performance

Latest Expected Service Start Date: September 2018

I. BACKGROUND / RATIONALE

In Timor-Leste, UNDP supports national efforts and capacity building for sustainable human development in line with Timor-Leste's own development strategies. The UNDP Country Programme for Timor-Leste, which covers the period 2012-2016, is derived from the United Nations Development Assistance Framework (UNDAF) and is in line with the Timor-Leste National Strategic Planning 2030 Agenda. The Programme focuses on the following three thematic areas: Democratic Governance, Inclusive Growth and Sustainable Development.

The Country Office has also demonstrated its commitment in various occasions in supporting Timor-Leste achieve the SDGs as well as the national objectives articulated in the consecutive Five-Year Plans. We aim to improve the lives of the poorest women and men, the marginalized and the disadvantaged in Timor-Leste.

II. OBJECTIVES OF THE SERVICE

Mobile Phone Services, which would cover the provision of voice communications, data communications and related services, is one of the back-office services required to keep UNDP Timor-Leste operations running in a cost-effective way thereby efficiently delivering Programme activities.

UNDP Country Office in Timor-Leste, therefore, seeks to set up a Long-Term Agreement (LTA) with qualified Mobile Service Providers that are licensed by the National Communication Authority (NCA) of the Government of Timor-Leste. The contract shall be valid for **three (3)** year with the possibility to **renew for one (1) more additional** year upon satisfactory performance.

III. SCOPE OF THE SERVICES

The UNDP Country Office in Timor-Leste hereby invites potentially qualified mobile Service Providers which offers Closed User Group (CUG) service that supports GSM/GPRS which is connected to its Fixed Telephone Private Branch Exchange (PBX). The specific scope of services are:

- 1. Number of Subscribers:** 130 Subscribers with another 50 or so reserved for the UNDP as a contiguous block of Defined Numbers. Subscribers are defined as any individual from within UNDP or, other UN Agencies when confirmed by UNDP. The order can only be made and approved by UNDP or delegated representative.
- 2. Closed User Group** service for all UNDP Subscribers as defined above at a free monthly fee enabling efficient and cost-effective calls between Subscribers;
- 3. SIM Cards:**

- a. Up to 130 SIM cards, configured as **Pre-Paid or Post-Paid**. All SIM cards shall be part of the CUG. Note that only selected staff will have post-paid;
- b. The vendor shall replace any lost or damaged SIM cards with the same call number within a maximum of one (1) working day upon written notification by UNDP;
- c. International access **shall not** be provided by default to Post-Paid subscribers but can be activated within one working day after UNDP's written request. In addition to International access restriction, the Contractor shall restrict selected groups of Subscribers to calling only Closed User Group within one working day after UNDP Deputy Country Director for Operations (or his/her designated representative's) written request. Moreover, the Contractor shall set credit limits for selected groups of Subscribers as requested in writing by the UNDP, the Subscriber shall only be allowed to receive and make call to one emergency number (e.g. 0XXX 1111). This option shall be at no additional cost to UNDP; and
- d. Roaming services shall be provided by the Contractor to UNDP Post-Paid subscribers upon written request from UNDP specifying the line(s) involved and within one working day from such written request. Likewise, the Contractor shall restrict selected groups of Subscribers roaming services outside Timor-Leste upon written request from UNDP specifying the line(s) involved and within one working day from such written request.

4. GSM

- a. Mobile subscribers should have the ability to call any telephone, mobile or otherwise, within Timor-Leste and abroad unless restricted at the request of UNDP as per paragraph 3. C. above. Mobile phones should be able to receive calls from all the telephone service providers within Timor-Leste and abroad, except from numbers barred at the request of UNDP;
- b. Closed User Group operation;
- c. International Roaming;
- d. SMS broadcast;
- e. Barring of incoming calls from selected mobiles; and
- f. Ability to block international access and roaming

5. Internet Modem: Internet Service Provider shall avail appropriate one to ensure best service for UNDP Timor-Leste **for the 3G or 4G operations**

6. Other Technical Requirements

- a. Provide the contractual requirements for the service (i.e. such as term of the contract, return policy for defective products, early termination penalty, access to logs details, etc.).
- b. Describe your voice service and equipment offering (i.e. call waiting, caller ID, call hold, call forward, voicemail with numeric paging, corporate pooled minutes, long distance, free mobile phones with multi-year commitment, etc.).
- c. Describe your wireless data service and equipment offerings, including the technologies used (i.e. Cellular Digital Packet Data, Wireless Internet Access, etc.). What percent of your covered territory uses this technology? Explain the technological advantages of the wireless network your company currently offers. How do you ensure network security?
- d. Based on the estimated number of phones, provide a detailed description of **local, regional and international plans** for UNDP Timor-Leste employees/users under the corporate account. For each plan, include monthly access fee and local airtime for minutes over plan allotment rate.
- e. Describe your fraud protection plans.
- f. Please briefly explain how your network is protected in the event of a disaster, i.e. flood, hurricane, thunderstorm, etc.
- g. Describe your hours of peak and off-peak usage, if applicable.

- h. A number of units utilized by UNDP Timor-Leste employees are "email critical" Smart Phone devices. These employees will need devices with wireless messaging, data, etc. services. Please describe available Smart Phone units (e.g. Android, iPhone ...etc).
- i. As this service will be utilized by a number of UNDP Timor-Leste employees who routinely travel to varying points in the region, do you expect any areas of the region to be less accessible in terms of connectivity?
- j. As this service will be utilized by a number of UNDP Timor-Leste employees who routinely travel to varying points in the Asia, Europe, Americas etc, do you expect any areas of to be less accessible in terms of connectivity?
- k. Are samples of your products available for a subset of our users to try before we agree to purchase?

7. Billing:

- a. UNDP Timor-Leste expects to receive **one invoice per month** from the service provider in which each call is fully documented with at least start/end date and time, call duration, origin and destination, telephone numbers, and cost per call.
- b. **Within UNDP Projects shall have their own specific USER ID or account and will be charged accordingly and billed directly**

8. Implementation and Equipment:

- a. UNDP Timor-Leste would prefer that the service provider waive the activation fee for services under the corporate account. Please indicate this activation fee amount on the cost sheet, if it is applicable.
- b. The UNDP Timor-Leste ICT Analyst (under the supervision of Operations Manager) will be UNDP Timor-Leste's main focal points of contact in regard to cell phone operation, distribution, and orders. Describe the options for ordering equipment and service. Do you offer a single point of contact for all orders? Describe the order process from initial request to receipt of goods.
- c. Provide brand, model numbers and brochures of all equipment to be supplied under this agreement.

9. Support/Customer Service:

- a. Any service interruptions must be resolved within 12 hours. The vendor must provide the names and telephone numbers of persons to contact in the event of a service interruption.
- b. The required services shall be rendered on a 24 hour around the clock, basis.
- c. Possession of a Call Center
- d. Include the procedure for reporting outages and notification to UNDP/ UN in case of scheduled maintenance, emergency maintenance and/ or other outages
- e. Describe your pre-and post-sale support services, including but not limited to:
 - Assigned single point of contact for UNDP Timor-Leste;
 - Delivery of equipment;
 - Training;
 - Technical support and hours;
 - Maintenance;
 - Please indicate customer service hours.

10. Account Management:

- a. Do cellular phones arrive activated? If not, what steps does an IT administrative coordinator/ end-user need to take to activate a phone? What action does this end-user need to take if there are problems with a phone received (i.e. not activated, dead on arrival, etc.)? Will you assign an account manager who will be easily contacted?

- b. What is the timeframe, i.e., maximum number of days, for activating a new phone or replacing a phone? Describe your notification process when an individual wish to terminate the service/contract.

11. Warranty and Support

- a. Provide warranty information. Be sure to list any and all exclusions to the warranty offered.
- b. Include information about customer support services, trouble reporting, and maintenance agreements.

12. Handsets/Accessories at Preferential Rates for:

- a. Basic GSM phone set
- b. Smartphone supporting 3G and 4G
- c. Bidders shall provide a catalogue to be included in the technical specifications of offered equipment, brochure or similar document that will prove the required technical characteristics of the services and products offered.

IV. MINIMUM PERFORMANCE STANDARDS

The Mobile Service Provider shall perform and deliver its services in accordance with the herein prescribed Minimum Performance Standards which shall be the basis for periodical Performance Review and Appraisal.

No.	Product/Service	Performance Attribute	Definition	Standard/Service Level
1	Provide Quotations	Speed and efficiency	Ability to quickly and accurately provide Quotations by understanding UN Agency's needs.	Quotations received within 1 working day upon receipt of request
2	Delivery	Speed, Efficiency & Hygiene	Ability to deliver goods promptly	Sufficient supporting staff to accommodate & respond to client's requests.
3	Billing	Accuracy	Ability to generate billing statements without errors Other UNDP Projects shall have their own USER ID and will be charged accordingly and billed directly.	Zero-error or no discrepancy between invoices and attachments
		Clarity	Ability to generate bills that are transparent or easy to understand	Zero-returns for clarification/explanation
		Frequency and account management	Ability to generate statements when required for Effective account reconciliation process.	UNDP Timor-Leste will be provided with monthly statements for accounts and/or upon request if outside schedule Dates for statement issuance. Account arrears maintained below 90 days
4	Rates/Pricing	Fairness	Discounted/reasonable charges for the services offered to UNDP Timor-Leste	Prices conform to price schedule established in Long Term Agreement (LTA) for its period of contract coverage.

No.	Product/Service	Performance Attribute	Definition	Standard/Service Level
		Good Value for Money (VFM) for indicated price for both mobile service and Handset smart phones	Competitiveness of prices quoted	Prices offered are the most competitive within same vicinity and without compromising quality of good/services. Volume discount given
5	Service Quality	Accessibility	Ability to access or approach the service provider	Telephone: focal point or alternate contactable on landline or mobile when required. Emergency: 24 hours E-mail: emails responded to within 1 working day Website: ability to provides services/information through website
		Responsiveness	Willingness to go out of one's way to assist UNDP Timor-Leste	Acknowledge receipt of request 1 working day Services performed in accordance with timelines stated in point 1, 2 and 3 above. Regular Performance Reviews meetings (twice a year) with UNDP Timor-Leste Agency
6	Problem Solving	Complaint Handling	Ability to quickly resolve complaints	Timelines: one week
7	Communications	Awareness level of the UN agencies of major changes in the industry practices or changes in prices	Changes to services, changes in personnel and changes in company policies which may have an impact on the services provided to the UN agencies are communicated. UNDP Timor-Leste is well informed about matters relating to the working arrangements, which may affect the terms and conditions and service standards as it relates to the LTA	Frequency of communications: monthly
8	Office Premises and Hours of Services	Readiness to do business	Sufficient manpower to commence business at the start of office hours; provision of skeletal workforce to answer calls during breaks	Same hours/day of work as the UN System; Accommodations of calls during off-hours. Zero complaints that no one was around to answer calls.

V. MINIMUM ORGANIZATION AND SUPPORT TASK FORCE REQUIREMENTS

The Proposal for this contract will be evaluated according to the following criteria:

- A good track record in serving international organizations, embassies, government agencies, private and multinational corporations for a minimum of at least **4 years**
- Able to provide the CVs for key personnel to be dedicated in due course of the provision of comprehensive Mobile Phone Services. CVs should demonstrate qualifications in area of expertise relevant to the Contract.
- Financially stable which shall be accompanied by audited financial statement for the **last two years**
- Willing and able to guarantee the delivery of mobile phone services and Smartphones in accordance with the performance standards required by this TOR

VI. CRITERIA FOR SELECTING THE BEST OFFER

Competent and eligible Mobile Phone Service Provider is expected to submit both the Technical and Financial Proposals. Accordingly; the Service Provider will be evaluated and awarded on the basis of the following conditions:

- Evaluation method to be used in selecting the Combined Scoring Method, using the 70%-30% distribution for Technical and Financial proposals, respectively, where the minimum passing score of technical proposal is 70%, and award the contract for Long Term Agreement (LTA) to **Highest Combined Score** offer of technically qualified/responsive Bid; and
- Accepts all provisions of Request for Proposal (RFP) General Terms and Conditions annexed to respective RFP Proposal Submission Form

VII. RECOMMENDED PRESENTATION OF TECHNICAL PROPOSAL

For purposes of generating proposals whose contents are uniformly presented and to facilitate their comparative review, a Service Provider is advised to use a proposed Table of Contents. Hence, your Technical Proposal document must have at least the preferred content as outlined in the respective RFP Proposal Submission Form.



Annex 5

General Terms and Conditions for Services

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (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.

2.0 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 that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 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.

4.0 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.

5.0 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 to the provisions of this Contract.

6.0 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.

7.0 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.

8.0 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 the 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:
 - 8.4.1** Name UNDP as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - 8.4.3** Provide that the 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 the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 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 the 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.

10.0 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.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the 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, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 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 United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

- 13.1** The recipient ("Recipient") of such information shall:
 - 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
 - 13.2.1** any other party with the Discloser's prior written consent; and,
 - 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and

employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1** 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 the 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 the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the 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.
- 14.2** 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, the 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.
- 14.3** 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.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 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, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 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 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:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 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.

18.0 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 the 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 the UNDP before the payment thereof and the 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 the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 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.

20.0 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.

21.0 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.

22.0 SEXUAL EXPLOITATION:

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall

refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.