

## BBRFP5609 - Innovative Community Wi-Fi Network for Disaster Response

Clarifications 25<sup>th</sup> Jan 2019

No.	Question	Response
1.	Whether the deliverables include hardware and software, whose ownership will be transferred to UNDP for the proof of concept, or whether the PoC will just show the proper functioning of hardware and software and only appropriate test documentation and specifications will be delivered as outcome of the project.	<ul style="list-style-type: none"> <li>• Hardware and software to be procured by UNDP based on the agreed specifications of the consultants</li> <li>• Owned by UNDP with transfer to designated Government entity</li> </ul>
2.	What do the exact deliverables entail?	See section I. Scope of Proposal Price and Schedule of Payments
3.	In the RFP with Reference BBRFP56409 „Innovative Community Wi-Fi Network for Disaster Recovery“ it is stated in the Description of Requirements that General Terms and Conditions /Special Conditions are attached as Annex. The General Terms and Conditions are enclosed, but the Special Conditions are missing. Could you please provide them?	There are no special conditions for this procurement.
4.	As the General Terms and Conditions for Contracts to RFP Reference BBRFP56409 “Innovative Community Wi-Fi Network for Disaster Response” are generic and the Special Conditions as well as the Face Sheet are missing, please advise which UNDP Office would be contracting party and which governing law would apply for this Contract for Services.	The contract will be issued and managed by UNDP. The draft Contract can be accessed at this <a href="#">link</a> .
5.	Further it is stated in the RFP under Criteria for Contract Award, that full acceptance of the UNDP Contract General Terms and Conditions (GTC) is required and that non-acceptance of the GTC may be grounds for disqualification of the proposal.  However, under Clauses 12.	UNDP is not in a position at this time may any adjustments to the General Terms and Conditions.

	<p>Indemnification and 13. Insurance and Liability of the GCT, the liability is not capped and our Shareholder has very strict regulations regarding the limitation of liability. Therefore, we would like to know if it is possible to amend these General Terms and Conditions or add to the Special Conditions a liability cap; usually our liability is capped to 100% of the contract value.</p>	
6.	<p>In Clause 13. Insurance and Liability, the requirements from UNDP regarding insurance coverage etc. are described. As we are under the insurance umbrella of our Shareholder, we are not quite sure if we can fulfill all requirements (e.g. 13.3 cross liability, 13.5.1 name UNDP as co-insured, 13.5.2 waiver of subrogation). We are checking these issues, but would it be possible to make any changes to these insurance clauses?</p>	<p>UNDP is not in a position at this time may any adjustments to the General Terms and Conditions.</p>
7.	<p>As the General Terms and Conditions for Contracts to RFP Reference BBRFP56409 "Innovative Community Wi-Fi Network for Disaster Response" are generic and the Special Conditions as well as the Face Sheet are missing, please advise which UNDP Office would be contracting party and which governing law would apply for this Contract for Services.</p>	<p>The contract will be issued by UNDP Barbados and OECS country office however UNDP is governed by international law.</p>
8.	<p>Due to the complex legal topic and the unclear contractual conditions, extensive further internal and external clarifications are necessary. Therefore, we kindly ask for an extension of the submission deadline for either seven or (ideally) fourteen days.</p>	<p>Revise to 10<sup>th</sup> February</p>