



REQUEST FOR PROPOSAL (For Low-Valued Services)

ICT Local Area Network (LAN), Wireless LAN (WLAN) and Data Centre for UNDP Office in Beira, Mozambique	DATE: September 3, 2020
	RFP_LVS_08_2020

Dear Sir / Madam:

We kindly request you to submit your Proposal for the services indicated under the REFERENCE field above.

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

Proposals to be submitted on or before the deadline indicated below under the "Annex 1 - Description of Requirements" field "Deadline for Submission of Proposal" via email only to the address below:

**United Nations Development Programme
Mozambique Country Office**

Email: bidsubmission.mz@undp.org

(please indicate clearly the tender REFERENCE "**RFP_LVS_08_2020**" on all correspondence)
(please note: email submission only)

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

While 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 MOZAMBIQUE after the indicated deadline, 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 MOZAMBIQUE 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 MOZAMBIQUE, 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 MOZAMBIQUE 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 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 MOZAMBIQUE is not bound to accept any Proposal, nor award a contract, 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 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/procurement/protest.shtml>.

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.

Issued by: 
Name: Mauro Ivo de F. Salia
Title: Head of Procurement
Date: 3rd September 2020

Approved by: 
Name: Vineet Mathur
Title: Operations Manager
Date: 3rd September 2020

Annex 1**Description of Requirements**

Context of the Requirement	Request for Proposal for the Establishment of Long-Term Agreement for ICT Local Area Network (LAN), Wireless LAN (WLAN) and Data Centre for UNDP
List and Description of Expected Outputs to be Delivered	As described in TORs
Person to Supervise the Work/Performance of the Service Provider	UNDP MOZAMBIQUE ICT UNIT
Location of work	Av. Mártires da Revolução, 2501 e 4493- Macuti Beira, Sofala
Expected duration of work	1 year with extension by satisfactory performance
Target start date	1 October 2020
Implementation Schedule indicating breakdown and timing of activities/subactivities	<input checked="" type="checkbox"/> Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required
Currency of Proposal	<input checked="" type="checkbox"/> Local Currency MZN
Value Added Tax on Price Proposal	<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, at its own discretion, 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.
No. of copies of Proposal	Original: 1 Submission only to: Email: bidsubmission.mz@undp.org
Deadline for Submission of Proposal	21 September 2020 - All correspondence to be clearly marked with the REFERENCE RFP_LVS_08_2020 from the first page above)
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance of the acceptance of the proposal of the Service Provider ;
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services under Long Term agreement
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) b) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion 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 (100%)</u> As detailed under Annex 2 of the solicitations document
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider One
Annexes to this RFP	<input checked="" type="checkbox"/> Floor Plans and Blueprints of the Service location (Annex 1) <input checked="" type="checkbox"/> Form For Submitting Service Provider's Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ¹ <input checked="" type="checkbox"/> Detailed TOR (Annex 4)

Contact for Inquiries (Written inquiries only)	procurement.mozambique@undp.org Deadline for Inquiries: 2 working days before the submission date. All correspondence to be clearly marked with the tender number (see REFERENCE field from the first page above) 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.
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Annex 2**FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL¹**

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery³)

[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 of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

¹ This serves as a guide to the Service Provider in preparing the Proposal.

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, contact 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.

³ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

C. Qualifications of Key Personnel

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.*

D. Cost Breakdown per Deliverable

	Deliverables	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	As per TORs		

	Total	100%	
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[Name and Signature of the Service Provider's Authorized Person]

[Designation]

[Date]

Annex 3

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 subcontractors 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. 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.

Annex 4

TERMS OF REFERENCE ICT Local Area Network (LAN), Wireless LAN (WLAN) and Data Centre for UNDP Office in BEIRA, Mozambique

1. Objectives

The present Terms of Reference aim to provide the minimum specifications the Contractor shall provide to UNDP as part of their proposal for installation, configuration, patching, testing, labelling and documentation of the Datacentre, Local Area Network and Electrical Power cabling for ICT Systems for UNDP Field office in Beira. The installation is expected to be **highly scalable and reliable**.

2. Background

UNDP BEIRA Office is currently located in Av. Mártires da Revolução, 2501 e 4493, Beira, Sofala, Mozambique. It currently has an estimate of 20 end-users; connected through an inter-office LAN and Data Connectivity System. The LAN connection is also used for DATA, Security Cameras, VoIP communications, videoconferences and building management systems. In this regards UNDP will require a unified Wired and Wireless Local Area Network (LAN) installed and configured at the office site using Fibre and CAT6 Specifications.

3. Technical Requirements

3.1 Local Area Network

Supply and Installation of structured IP Telephony ready LAN Cabling which should include:

- Industry standard Cat6 Cable, face plates, patch panels, fly leads, patch cords and any other appropriate accessories.
- LAN should include the copper cabling based on Unshielded Twisted Pair wires
- Supply of network ports/outlets,
- The LAN is to use Cat6 UTP copper wiring for horizontal cabling (Industry standards 1000Base-T, Power over Ethernet 802.3af or 802.3at).
- Supply of new CAT6 cables to be routed to the wiring closets/cabinets located at strategic locations on each floor.
- Fibre wiring through multimode fibre optic connections.
- All floor switches should be connected to Core Switch in the Datacentre by Fibre

- Each wiring must be properly protected and fixed to the walls and ceilings by using the technology standards to avoid electrical interference and maximum throughput.
- External wiring should be protected from environment.
- The solution must be aesthetically well presented.
- Point-to-point, port-by-port testing of the complete wiring solution.
- Labelling of ports on both ends as well as labelling of patch panels
- Service provider must indicate in detail how the new LAN will be installed without disrupting day-to-day operations.
- To follow the guidelines described in the rest of this document

3.2 Wireless Local Area Network

Implement a Full Wireless Environment as detailed below:

- Analysis if the radio frequency environment, optimize Access Points positioning.
- Coverage areas. Users will need access to the wireless network. They might not only need connectivity in their offices and conference rooms, but they may also need connectivity inside utilities rooms and the cafeteria.
- Ensure to identify whether users are mobile or stationary, which provides a basis for including enhanced roaming in the design.
- Client devices. Ensure the solution accommodates for wireless phones, laptops running Microsoft Windows with integrated 802.11b/g/n/ac radios.
- Identify locations for Access Points. ▪ Minimize WLAN Interference

3.3 Data Center/Server Room Standards

Component	Standards
Server room physical security	<ul style="list-style-type: none"> a) Server room should be located in a flood-proof environment above ground and towards the back of the office building away from any roads. b) Server room must have separate set of keys from the rest of the doors/offices. Combination lock or card-key based locking mechanism preferred to simplify access control c) Access should be limited to staff that require physical access to servers and other equipment d) Vendors must be accompanied when working in Server room e) Access list must be reviewed at least on a bi-annual basis

	<ul style="list-style-type: none"> f) No flammable materials should be stored inside the Server room g) Backup tapes should be stored at an off-site location and properly catalogued
Power	<ul style="list-style-type: none"> a) Allow 5-7 kilowatts of power for each rack, 24-30 kilowatts if using blade servers b) Power must be conditioned c) Equipment should be on dedicated circuits
	<ul style="list-style-type: none"> d) On-line UPS is recommended with backup power of at least 15 minutes e) If power is expected to be interrupted for more than 15 minutes, equipment must be shut down f) If there is regular power interruption, stand-by generators must be provided. If so, ensure that there is fuel delivery for the generators for extended power interruptions
	<ul style="list-style-type: none"> g) Ensure that equipment are properly protected from lightning strikes. Ensure that grounding is adequately implemented so that protection is effective for the antennas, lightning protection systems and for the electrical power distribution.
Component	Standards
Climate control	<ul style="list-style-type: none"> a) Server room must maintain ambient temperature of 68° to 75°F (20° to 24°C). Temperature should not exceed 85 degrees. Calculate the heat generated by your equipment, the size of the room, and your cooling load to be able to maintain ideal temperature. Approximately, every 3,000 Watts (approximately 25 amps at 120 volts) requires 10,200 BTU of cooling b) If you have a large data center with several aisles of racks, ensure that this temperature is maintained across all aisles. 'Hot aisle – Cold aisle' configuration must be implemented c) Relative humidity should be maintained at 45%-55%

	d) Ensure dust-free environment in Server rooms
Environment monitoring	a) Smoke, fire and water-condition alarms with paging capabilities should be installed in Server room
Fire suppression	b) Fire suppression system must be in place with preference given to electrically safe systems such as FM-200. c) If water sprinklers are used, automatic emergency power shut-off must be in place. d) In case there is no automatic fire suppression system, Class I fire extinguishers must be put inside and by the entrance outside of the room with count 1 gallon (4 liters) per cabinet.

4. Additional Notes

- The Contractor before submitting a proposal, shall conduct a site visit to the new premises with UNDP ICT unit to discuss the site lay out and plans to fully understand the nature and scope of the work.
UNDP will provide the following:
 - ✓ Cisco Meraki Switches and Access Points
 - ✓ SFP Modules
 - ✓ Air Conditioners for Datacentre
 - ✓ UPS systems
 - ✓ Racks for the Server Room and Cabinets for the Floor Switches (additional cabinets will be provided by vendor if needed).
- Under the normal circumstances all problems should be resolved within maximum 24 hours after the notification from UNDP received.
- UNDP may wish to visit the Contractor's previous installations.
- The successful Contractor must have a physical presence, including availability of 7x24x365 coverage for technical support and/or helpdesk facilities, in the country.

5. Expected Key Results

Working in partnership with UNDP ICT Unit, the Contractor is expected to undertake the following activities:

- Install an integrated Local Area Network (LAN).
- Connect all Access/Floor Switches to Core Switch to be in the Datacentre via Fibre
- Test and Certificate each installed cable
- Label all cabling by using agreed format with the ICT Unit
- Provide documentation details for the new LAN
- Contractor shall also specify the warranty period associated with the supplied LAN products making up the structured cabling solution

6. Maintenance Services and Warranty

The Contractor shall provide technical support for period of 3 months after successful installation of LAN which includes: troubleshooting and replacement of Network Nodes; maintenance of cabling, ducting, nodes. The Contractor shall also specify the warranty for all LAN products

7. Documentation (Duplicate)

The documentation is a fundamental element for the operation and especially network maintenance. The Contractor shall also provide complete documentation of IT equipment, LAN architecture design with comprehensive diagram of LAN structure including the exact layout of cables in soft and printed form, after completion

8. Reporting Mechanisms

The ICT Contractor will have a dual reporting arrangement: to UNDP ICT unit.

9. Implementation Timeline

All installation works should be accomplished and commissioned within 15 days after the signing of the Contract.

10. Payment

Payment will be as per RFQ terms i.e. 95% upon satisfactory completion and 5% retention amount to cover 6 months' defects liability period.

11. Qualification Requirements

UNDP needs the following qualifications from the potential offeror:

- a. Solid experience in provision of services in nature, scale and complexity commensurate with the present terms of reference, with already provided services possessing features required by these terms of reference; The company must have at least three similar contracts (similar by scope, nature and amount), preferably with international / intergovernmental organizations. Evidences of contracts are required; references from other clients are highly welcomed.
- b. Qualified and experienced experts in structured Local Area Networks, Network Administration, good customer service and interpersonal skills working under the general supervision and guidance of the department and / or company manager and in cooperation and under the guidance of UNDP assigned focal point.

12. Applicable International Standards

13. The ANSI/TIA/EIA-492AAAA and 492AAAB standards, developed by the Telecommunications Industry Association

14. ANSI/TIA/EIA-568-B.2-1

15. Floor Plans

See Annex 1

16. List of minimum cabling specs

Contractor should ensure to visit the locations to ensure the correct quantities based on the following minimum specifications:

Multimode Fibre 62.5/125micron core/cladding, enhanced grade, multimode, and graded index glass fibre
Underground PVC conduit for the fibre.
Cable internal 4 pairs 24AWG CAT6 UTP- 305mtr/Roll-Grey rolls of 305 Meters
Patch cord CAT6 UTP – 1meter Grey/Blue for connecting patch panels to switches, routers, etc.
Patch cord CAT6 UTP – 3 Meter Grey/Blue for connecting servers, workstations, printers and other peripherals
Patch cord CAT6 UTP – 5 Meter Grey/Blue for connecting switches to servers
Patch cord CAT6 UTP – 10 Meter Grey/Blue for conference rooms
Patch panel 1U 19" 48port CAT6 UTP -W/Manager -Fully loaded
Patch panel 1U 19" 24port CAT6 UTP -W/Manager -Fully loaded
Cable managers 1U 19" with 4 rings
CAT6 RJ45 Connectors 50MIC gold plated contact 100 pcs per Pack
Twin Cat6 RJ 45 socket outlet <ul style="list-style-type: none"> - TIA/EIA-568-B.2-1 specifications - Fully component compliant - Independently tested by Delta - 568B colour coding - 110/LSA compatible IDC connectors - Shuttered access to protect from dust ingress - Manufactured from V0 flame retardant PVC - Protective labelling lens - Mounts in flush or bevelled faceplate
Faceplates for double socket modules

Single Cat6 RJ 45 socket outlet

- TIA/EIA-568-B.2-1 specifications
- Fully component compliant
- Independently tested by Delta
- 568B colour coding
- 110/LSA compatible IDC connectors
- Shuttered access to protect from dust ingress
- Manufactured from V0 flame retardant PVC
- Protective labelling lens
- Mounts in flush or bevelled faceplate

Faceplates for single socket modules

Trunking when needed

PVC cable trunking for wall surface mounting, Standard EN 500852-1, white self-extinguishing, cadmium, and lead free PVC. With all mounting accessories,

Trunking Body: 2 compartment of size 65x150, with 2x65mm cover and integrated division partition,

Trunking Body: 1 compartment of size 50x70

Trunking External bend 90 degree with 2 external front cover

Internal bend 90 degree with 2 external front cover

T-piece with 2 front cover

Perimeter End cap

Body joint

Cover joint (to be included in item #2.7)

Perimeter Trunking Coupler

Screw set for trunking. 100pc/pct. Ex.:
72S bolt M V BF and nut MIO

Cable ties self-locking polyamide of size 150 x 3.5, 100pc/pct.

Tower Cable Clip Grey 2.5mm Pack of 100

17. Configurations Specifications

17.1 General

- Cable shall be installed in accordance with manufacturer’s recommendations and best industry practices. Cables shall be installed in continuous lengths from origin to destination (no splices).
- Cabling system brand shall be either AMP or Panduit or Krone; or technically equivalent.

17.2 Project planning

Contractor is highly recommended to undertake comprehensive site survey to determine complete overview of building setup, office distribution etc. to create an adequate plan of action

17.3 Data/Voice Cabling System

- Category 6 UTP Cable.
- Comply with TIA/EIA-568-B.2-1 and ISO/IEC 11801
- Comply with ANSI/TIA/EIA-492AAAA and 492AAAB standards
- All Jacks (RJ-45), Plugs, Outlets, Patch Panels, and Patch Cables must conform to Category 6 level. •
Fibre must be multimode

17.4 Multimode fibre

Installed cable shall be 62.5/125micron core/cladding, enhanced grade, multimode, and graded index glass fibre. All materials in the cable shall be dielectric.

17.5 Performance

Installed fibre must meet or exceed the following performance specifications.

Wavelength (nm)	Max. Attn.(dB/Km)	Min. Bandwidth (MHz*Km)
850	3.0	200

1,300	0.9	500
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Cable Construction

Installed cable must be manufactured to meet or exceed the following specifications:

17.6 Plenum Cable (Inside Cable)

Plenum rated cable shall be used for all interior installations. Installed cable shall meet or exceed the following specifications:

- a) Tight buffered 900 ums, mechanical strippable Teflon (for plenum applications).
- b) EIA/TIA -598 colour coding for fibre optic cable.
- c) Aramid yarn strength member, capable of supporting a short-term tensile load of 400 lb. without stretching.
- d) Capable of bend radii as small as 20 x outside cable diameter (under installation load) and 10 x outside cable diameter (long term load).
- e) Capable of a minimum crush resistance of 850 lb./in.

17.7 Outside Plant Cable

Outside plant cable shall be used for all applications where cable is to be run in underground conduits. Outside plant cable may not be used for interior applications and shall meet the following specifications:

- a) Gel filled buffer tube, 250 ums, acrylate.
- b) EIA/TIA-598 colour coding for fibre optic cable.
- c) Flooded core
- d) Capable of bend radii as small as 20 x outside cable diameter (under installation load) and 10 x outside cable diameter (long term load).
- e) Capable of a minimum crush resistance of 850 lb./in.

17.8 Recommended Suppliers

Corning and Berk-Tech fibre are currently recommended for installation; or any technically equivalent material. Cable from other manufacturers will be considered. All cable installed must be cleared by IST prior to installation.

17.9 Cabling System Configurations

Cables shall be terminated at patch panels in rack cabinet. Contractor must connect the cabling system to Cisco Managed Switches through patch panels so that all ports are active. All data ports should be connected to data switches.

17.10 Cabling System Testing

Contractor must propose Testing Methodology and the methodology must conform to the guideline provided in this document.

All cables and termination hardware shall be 100% tested for defects in installation and to verify cable performance under installed conditions. The contractor, prior to system acceptance, shall verify all conductors of each installed cable useable. Any defect in the cabling system installation including but not limited to cable, connectors, feed through couplers, patch panels, and connector blocks shall be repaired or replaced to ensure 100% useable conductors in all cables installed. All cables shall be tested in accordance with this document, and best industry practices.

Performance Verification

Category 6 data cable shall be performance verified using an automated test set. Test results shall be automatically evaluated by the equipment, using the most up-to-date criteria from the TIA/EIA Standard currently ANSI/TIA/EIA568-B.2, and the result shown as pass/fail. Test results shall be printed directly from the test unit or from a download file using an application from the test equipment manufacturer. The printed test results shall include all tests performed, the expected test result and the actual test result achieved.

17.11 Fibre optic testing

Before Installation

It is suggested that individual fibre in a cable be tested with an OTDR for length and transmission anomalies while on the reel before installation.

After Installation and termination

- a) All single mode and multi-mode fibre strands shall be tested end-to-end for bidirectional attenuation, 850 nm/1300 nm for multimode and 1310 nm/1550 nm for single mode fibres.

Tests should be conducted in compliance with EIA/TIA526-14 or OFSTP 14, Method B, per the manufacturer's instructions for the test set being utilized.

- b) Tests must ensure that the measured link loss for each strand does not exceed the "worst case" allowable loss defined as the sum of the connector loss (based on the number of

mated connector pairs at the EIA/TIA-568 B maximum allowable loss of 0.75 dB per mated pair) and the optical loss (based on the performance standard above, 2.1.1 and 2.2.1).

- c) After the cable is in place it shall be tested in the following manner:

After termination, each fibre shall be tested with an ODTR for length, transmission anomalies, and end-to-end attenuation. Results are to be recorded and supplied to CNS in the form of hard-copy printouts or photographs of screen traces.

After termination and bulkhead mounting, each terminated fibre is to be tested for end-to-end loss with a power meter/light source. As above, results are to be recorded and supplied to CNS. The maximum allowable attenuation for any splice or termination is 0.3 db.

- d) The contractor shall review all end faces of field terminated connectors with a fibre inspection scope following the final polish. Connector end faces with hackles, scratches, cracks chips and or surface pitting shall be rejected and repolished or replaced if repolishing will not remove the end face surface defects. The recommended minimum viewing magnifications for connector ends are 100X for multimode fibre and 200X for single mode fibre.

17.12 9.7. System Documentation

The following section describes the installation, administration, testing, and as-built documentation required to be produced and maintained by the contractor during the installation.

17.13 Cabling System Labelling

The contractor shall develop and submit for approval a labelling system for the cable installation. UNDP will negotiate an appropriate labelling scheme with the successful contractor. At a minimum, the labelling system shall clearly identify all components of the system: racks, cables, panels and outlets. The labelling system shall designate the cables origin and destination and a unique identifier for the cable within the system. Racks and patch panels shall be labelled to identify the location within the cabling system infrastructure. All labelling information shall be recorded on the as built drawings and all test documents shall reflect the appropriate labelling scheme. All label printing will be machine generated using indelible ink ribbons or cartridges. Self-laminating labels will be used on cable jackets, appropriately sized to the cable, and placed within view at the termination point on each end. Outlet labels will be the manufacturer's labels provided with the outlet assembly.

Each cable and inner duct is to be permanently labelled at each end with a unique cable number. In addition, labels shall be affixed to the cable/inner duct at every transition of a vault, hand hole, riser closet, or major pull box. Labels will be in the form of "-Location one-IST Location two- sequence number". For example, cable number 123 from Evans Hall to Wurster Hall would be labelled as "CNSEva-Wur-123.

Each fibre optic strand shall be labelled with a unique identifier at the ST coupler in the FIC. Connectors shall be labelled on the identifying sheets on the front of the FIC.

Each fibre shall be labelled where it enters the back of the coupler panels. The identifier shall be in the format Cable # - tube- strand. For tight buffered cables the "tube identifier" shall be "xx".

17.14 As-built Drawings

The installation contractor will be provided with drawings at the start of the project. The contractor shall provide the As-built drawing to UNDP after the project. The marked up drawing set will accurately depict the as built status of the system including termination locations, cable routing, and all administration labelling for the cabling system. In addition, a narrative will be if describes any areas of difficulty encountered during the installation that could potentially cause problems to the telecommunications system.

17.15 Test Documentation

Test documentation shall be provided at the completion of the project. The test equipment by name, manufacturer, model number and last calibration date should be provided at the end of the document. Unless a more frequent calibration cycle is specified by the manufacturer, an annual calibration cycle is anticipated on all test equipment used for this installation. The test document shall detail the test method used and the specific settings of the equipment during the test.

When repairs and re-tests are performed, the problem found and corrective action taken shall be noted, and both the failed and passed test data shall be collocated in the document.

18. Warranty and Services

18.1 *Cabling System Warranty*

The contractor shall facilitate the System Performance Warranty between the Cabling System manufacturer and UNDP. The extended component warranty shall be provided which warrants functionality of all components used in the system for at least 20 years from the date of acceptance. The performance warranty shall warrant the installed cabling system. Copper links shall be warranted against the link performance minimum expected results defined in TIA/EIA-568-B.2-1 (latest draft).

18.2 *Post Installation Maintenance*

The contractor shall furnish an hourly rate with the proposal submittal, which shall be valid for a period of one year from the date of acceptance. This rate will be used when cabling support is required to affect moves, adds, and changes to the system (MACs). MACs shall not void the Contractor's nor manufacturer's warranty.

18.3 *Project Management*

The contractor must propose Project Schedule and time required to finish the project. The contractor shall establish a point of contact with UNDP who will be responsible for reporting progress and updating UNDP's Technical Representatives, with issues that UNDP must address to facilitate the cabling system installation. Information critical to the completion of the task or project shall be communicated to UNDP's Technical Representatives, as the requirement becomes known. Casual information shall be passed during the scheduled progress report