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**REQUEST FOR PROPOSAL (RFP)**

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| NAME & ADDRESS OF FIRM | DATE: June 13, 2022 |
| REFERENCE: 2022/UNDP/GAM/OPS/100 |

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Internet Services Provider for UNDP Gambia.**

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

Proposals may be submitted on or before **Sunday, June 26, 2022**and **via email** to the address below:

**United Nations Development Programme**

***5 Kofi Annan Street, Cape Point, Bakau***

***P.O.Box 553 Banjul, Republic of The Gambia***

 ***Focal person: Mr. Essa Coker***

**Email address: bids.gm@undp.org**

 Your Proposal must be expressed in the **English**, and valid for a minimum period of 60 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 did not award 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/business/protest-and-sanctions.html>

 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 : <https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscc/conduct_english.pdf>

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

*Essa Coker*

*Admin/Procurement Associate*

6/13/2022

**Annex 1**

**Description of Requirements**

|  |  |
| --- | --- |
| Context of the Requirement | **Internet Services Provider for UNDP Gambia** |
| Implementing Partner of UNDP | UNDP |
| Brief Description of the Required Services[[1]](#footnote-1) | See detailed Terms of reference (TOR) in Annex 3 below |
| List and Description of Expected Outputs to be Delivered | See TOR in annex 3 |
| Person to Supervise the Work/Performance of the Service Provider  | *UNDP ICT Associate* |
| Frequency of Reporting | *See TOR in annex 3* |
| Progress Reporting Requirements | See TOR in annex 3 |
| Location of work | [x]  Exact Address: Gambia (ref. UN HOUSE, 5 Kofi Annan Street, Cape Point, Bakau) |
| Expected duration of work  | See TOR in annex 3 |
| Target start date  | See TOR in annex 3 |
| Latest completion date | See TOR in annex 3 |
| Travels Expected  | **See TOR in annex 3**

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| **Destination/s** | **Estimated Duration** | **Brief Description of Purpose of the Travel** | **Target Date/s** |
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| Special Security Requirements  | [x]  Security Clearance from UN prior to travelling[ ]  Completion of UN’s Basic and Advanced Security Training [x]  Comprehensive Travel Insurance[ ]  Others *[pls. specify]* |
| Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal) | The following will not be provided, so bidder shall take them into account in their financial offer.[ ]  Office space and facilities[ ]  Land Transportation [ ]  Others *[pls. specify]* |
| Implementation Schedule indicating breakdown and timing of activities/sub-activities | [x]  Required[ ]  Not Required |
| Names and curriculum vitae of individuals who will be involved in completing the services | [x]  Required[ ]  Not Required |
| Currency of Proposal | [ ]  United States Dollars[ ]  Euro[x]  Local Currency |
| Value Added Tax on Price Proposal[[2]](#footnote-2) | [ ]  must be inclusive of VAT and other applicable indirect taxes[x]  must be exclusive of VAT and other applicable indirect taxes |
| Validity Period of Proposals *(Counting for the last day of submission of quotes)* | [x]  60 days [ ]  90 days [ ]  120 daysIn 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 | [x]  Not permitted  |
| Payment Terms[[3]](#footnote-3) | See TOR in annex 3

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| --- | --- | --- | --- |
| Outputs | Percentage | Timing | Condition for Payment Release |
|  |  |  | Within thirty (30) days from the date of meeting the following conditions:1. UNDP’s written acceptance (i.e., not mere receipt) of the quality of the outputs; and
2. Receipt of invoice from the Service Provider.
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| Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment | UNDP ICT Associate |
| Type of Contract to be Signed | [ ]  Purchase Order[ ]  Institutional Contract[x]  **Contract for Professional Services**[ ]  Long-Term Agreement[ ]  Other Type of Contract  |
| Criteria for Contract Award | [ ]  Lowest Price Quote among technically responsive offers[x]  **Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)** [x]  **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  | **Technical Proposal (70%)**[x]  As evaluation criteria in the TOR[ ] **Financial Proposal (30%)**To be computed as a ratio of the Proposal’s offer to the lowest price among the proposals received by UNDP. |
| UNDP will award the contract to: | [x]  One and only one Service Provider |
| Contract General Terms and Conditions[[4]](#footnote-4) | [x]  General Terms and Conditions for contracts (goods and/or services)[x]  General Terms and Conditions for de minimis contracts (services only, less than $50,000)Applicable Terms and Conditions are available at:<http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html>  |
| Annexes to this RFP[[5]](#footnote-5) | [x]  Form for Submission of Proposal (Annex 2)[x]  Detailed TOR (Annex 3) |
| Contact Person for Inquiries(Written inquiries only)[[6]](#footnote-6) | *Essa Coker* *Admin/Procurement Associate**e-mail: essa.coker@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 |

**Annex 2**

**FORM FOR SUBMITTING SERVICE PROVIDER’S PROPOSAL[[7]](#footnote-7)**

***(This Form must be submitted only using the Service Provider’s Official Letterhead/Stationery[[8]](#footnote-8))***

 [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:

1. **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:*

1. *Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
2. *Business Licenses – Registration Papers, Tax Payment Certification, etc.*
3. *Latest Audited Financial Statement – income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc. ;*
4. *Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
5. *Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
6. *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.*
7. **Proposed Methodology for the Completion of Services**

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| --- |
| *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.* |

1. **Qualifications of Key Personnel**

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

1. *Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;*
2. *CVs demonstrating qualifications must be submitted if required by the RFP; and*
3. *Written confirmation from each personnel that they are available for the entire duration of the contract.*
4. **Cost Breakdown per Deliverable\***

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| --- | --- | --- | --- |
|  | **Deliverables*****[list them as referred to in the RFP]*** | **Percentage of Total Price *(Weight for payment)*** | **Price*****(Lump Sum, All Inclusive)*** |
| 1 | Deliverable 1 |   |  |
| 2 | Deliverable 2 |  |  |
| 3 | …. |  |  |
|  | Total  | 100% |  |

*\*This shall be the basis of the payment tranches*

1. **Cost Breakdown by Cost Component *[This is only an Example]*:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Description of Activity** | **Remuneration per Unit of Time** | **Total Period of Engagement** | **No. of Personnel** | **Total Rate**  |
| **I. Personnel Services**  |  |  |  |  |
|  1. Services from Home Office |  |  |  |  |
|  a. Expertise 1 |  |  |  |  |
|  b. Expertise 2 |  |  |  |  |
|  2. Services from Field Offices |  |  |  |  |
|  a . Expertise 1 |  |  |  |  |
|  b. Expertise 2  |  |  |  |  |
|  3. Services from Overseas |  |  |  |  |
|  a. Expertise 1 |  |  |  |  |
|  b. Expertise 2 |  |  |  |  |
| **II. Out of Pocket Expenses** |  |  |  |  |
|  1. Travel Costs |  |  |  |  |
|  2. Daily Allowance |  |  |  |  |
|  3. Communications |  |  |  |  |
|  4. Reproduction |  |  |  |  |
|  5. Equipment Lease |  |  |  |  |
|  6. Others |  |  |  |  |
| **III. Other Related Costs** |  |  |  |  |

*[Name and Signature of the Service Provider’s Authorized Person]*

*[Designation]*

*[Date]*

**Annex 3**

**TERMS OF REFERENCE**

**“Internet Services Provider for Primary Internet of UNDP in The Gambia**

1. **Background**

Due to the high utilization of Internet connection, UNDP The Gambia is looking for high availability solution on internet connection as Primary. The backup Fibre-optic internet connection is provided by GAMTEL. In order to ensure high availability and reliability of internet connection in the office. UNDP is looking for an internet primary line as per requirement on the evaluation criteria below

1. **Objective**

Good quality of an internet backup connection at reasonable rate.

1. **Period of an internet backup connection and performance**
* Initially the primary internet connection will be signed for 2 (two) years and could be extended maximum of 1 (one) year. Any extension will be subject to either **satisfactory performance of required services provided during the 2 (two) years contract period.** UNDP reserves the right to verify bi-annually, reimbursable internet costs to assure that amount paid is reasonable. The ISP (Internet service Provider) has an obligation and pro-actively to update the internet costs bi-annually in case if prices to be paid by UNDP will be higher comparable to benchmark costs. A mandatory a week “testing period” in location required shall be included and no payment shall be made for “testing period”.
1. **Scope of services**
	1. Internet connection services through various types of connections such as Lease Line, Fiber Optic, and wireless Broadband.
	2. The primary internet connection service is going to be used in the UNDP office at the UN House in The Gambia.
	3. 24 x 7 hours connectivity with a minimum assurance of 98%.
	4. Online traffic monitoring tool should be made available by the service provider with access rights to UNDP or in the absence of same, the service provider shall provide a traffic report quarterly to UNDP, the content of which will be provided at the time of LTA(s) signature.
	5. 24 x 7 help desk support made available to UNDP by phone or on-site support, depending on the severity of the problem.
	6. one (1) dedicated staff to be assigned by the service provider to UNDP for quick turnaround time for issues that may arise.
	7. Provide all necessary equipment including modem, UPS, Fiber Optic, Terrestrial link, router and other accessories to provide required speed and quality of internet connectivity.
	8. A Service Level Agreement (SLA) guarantee for ISP services minimum 98% for, leased line & Fiber Optic. The SLA should provide name of contact person per layer.
	9. Provide cost of internet connection with Bandwidth listed in the attached annex 1.
2. **Internet update and Performance Review**
3. The vendors shall keep the UNDP aware on any major changes industry, regional or worldwide outages, which will have an impact on their service policies or procedures.
4. The vendors shall meet periodically with the UNDP to discuss issues of mutual concern, to review the vendor’s performance and to discuss improvements which the vendor(s) or the UNDP should make in order to achieve a more effective services and support.
5. The vendors shall arrange meetings twice a year to discuss service updates with the UNDP.
6. **Payment Terms and Currency**
* Prices should be quoted in local currency GMD Dalasi).
* The installation fees shall be paid after completion of installation/commissioning and certification by UNDP.
* Monthly charges shall be paid within 30 calendar days of receipt of invoices by UNDP.
* UNDP reserves the right to reduce the fees, should the service outage by the vendors be continuous and is more than 24 hours in a week.
1. **Special Conditions**

**Audits and investigations:**

Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor’s obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor’s obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor’s premises. The Contractor shall require its agents, including, but not limited to, the Contractor’s attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

**Security:**

* 1. The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP’s property in the Contractor’s custody, rests with the Contractor.
	2. The Contractor shall:
	+ put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
	+ Assume all risks and liabilities related to the Contractor’s security, and the full implementation of the security plan.
1. UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP’s property in its custody as set forth in paragraph a) above.
* **EVALUATION CRITERIA**

|  |  |  |
| --- | --- | --- |
|  | Description | Spécifications / Remarques |
| 1 | Type of the line | Dedicated, leased line, Fiber or ADSL  |
| 2 | Bandwidth | Available options from 5, 10 or 20 Mbps, CIR guaranteed |
| 3 | Public IP Addresses  | Whatever applicable |
| 4 | Routing/Installation | Disposal and configuration of the Router |
| 5 | Advanced Security  | Ability to make integrated NAT |
| 6 | DNS | Primary DNS and secondary DNS available |
| 7 | On site Items | Installation of all items and accessories for requested bandwidth and quality of the Internet connection guaranteed |
| 8 | Traffic Monitorring | Tools for online traffic monitoring available  |
| 9 |  Service Level Agreement - SLA | 99,5% |
| 10 | Focal point and site management | Two contact persons at least dedicated to this connection - |
| 11 | Customer Service | - Availability 24 hours /7 days- Hotline Support  |

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.* [↑](#footnote-ref-1)
2. *VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.* [↑](#footnote-ref-2)
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.* [↑](#footnote-ref-3)
4. *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.*  [↑](#footnote-ref-4)
5. *Where the information is available in the web, a URL for the information may simply be provided.* [↑](#footnote-ref-5)
6. *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.* [↑](#footnote-ref-6)
7. *This serves as a guide to the Service Provider in preparing the Proposal.*  [↑](#footnote-ref-7)
8. *Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes*  [↑](#footnote-ref-8)