

**REQUEST FOR QUOTATION  
(RFQ\_026\_2011)**

To: <b>Companies/Firms</b>	DATE of issue: <b>14 July 2011</b>
	REFERENCE: <b>RFQ_026_2011 Provision of internet services to UNDP Lao PDR</b>

Dear Sir / Madam:

1. Your firm is invited to submit a quotation for provision of internet services for UNDP Lao PDR on or **before close of business 28 July 2011**. Full set of bidding documents can be downloaded on our web-site at: <http://www.undplao.org/vacancies/procurementnotice.php> (Ref. No. RFQ\_026\_2011 Provision of internet services to UNDP Lao PDR).
2. To enable you to submit a Quotation please find enclosed:
  - Annex I: Terms of reference (TOR)
  - Annex II: UNDP General Terms and Conditions for Purchase orders
  - Annex III: Price Schedule
  - Annex IV: Vendor registration form
3. Your quotation shall be submitted in sealed envelope or electronically, duly signed and stamped to the following address:

**Address: UNDP Lao PDR  
Lane Xang Avenue  
Ban Hatsady-Tai  
P.O. Box 345  
Vientiane, Lao PDR  
Tel. 856 21 267777**

**Attention: UNDP Procurement/Logistics Unit**

**Or**

**Electronic quotations** must be submitted to our secure e-mail box [lao.procurement@undp.org](mailto:lao.procurement@undp.org) in PDF format duly signed and stamped before the indicated deadline.


- **ATTENTION:** Please **mark** envelop as follows: **Company Name, contact details, "RFQ/026/2011" Provision of Internet Services to UNDP Lao PDR**".
- Electronic quotations shall be marked in the subject of e-mail as follows: **"RFQ/026/2011 Provision of Internet Services to UNDP Lao PDR"**

UNDP will not be responsible for postal delays, if any, in the delivery of the bid documents or non-receipt of the same. **Late or partial quotations will be rejected.**

4. **Quotations submitted by the bidders shall comprise the following documents:**
- Price schedule to be prepared in line with the requirements in **Annex III**;
  - Company/firm profile;
  - Backbone map and clients list;
  - Valid license or Government permit for provision of internet services in Lao PDR;
  - Vendor registration form as per **Annex IV**;
5. **Request for additional information:** If you request additional information, please send e-mail to the following address: [soulivanh.bounnaphol@undp.org](mailto:soulivanh.bounnaphol@undp.org) or [diyer.rasulov@undp.org](mailto:diyer.rasulov@undp.org).

<b>GENERAL CONDITIONS</b>	
Place of Delivery	<b>Services shall be provided at the following address: UNDP Lao PDR, Lane Xang Avenue, Ban Hatsady-Tai, P.O. Box 345, Vientiane, Lao PDR</b>
Period of Contract	The successful company shall be contracted for an initial period of 1 (one) year with the contract renewable for other one year upon satisfactory performance after the first year.
Currency of the proposal	Companies should quote in <b>USD or Lao KIP</b> . Quotations submitted in another currency will be rejected.
TAX EXEMPTION	<b>All quotations submitted to UNDP shall be without VAT and other direct taxes.</b> 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 utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use.
Payment Terms	Payment will be made through Bank Transfer at the end of each month upon receipt of invoices and services.
Preliminary Examination – Completeness of the Quotation	<b>Partial quotations not permitted</b>
Validity of Quotation	<b>Quotation must be valid during 90 days. No changes allowed during this period after submission of the quotations.</b>
Conversion to single currency	For conversion into single currency for evaluation purposes, the applicable UN exchange rate will be used on the date of opening of quotations.
Completeness of the proposal.	<b>Company shall submit all requested documents specified in section 4 above.</b>
Evaluation criteria	<p>The Evaluation Committee will examine the quotations to determine whether they are complete, whether the documents have been properly signed and whether the offer complies with the technical requirements.</p> <p>Contractor will be selected based on, but not limited to, the following criteria:</p> <ol style="list-style-type: none"> <li>a. Completeness of the quotation;</li> <li>b. Compliance with UNDP general terms and conditions;</li> <li>c. Compliance with TOR requirements;</li> <li>d. Capacity of the company/firm to carry out the services in similar project size.</li> </ol> <p>The selected proposer(s) response to stated criteria may be verified by the UNDP. This verification may consist of reference checks, interviews, and site visits.</p> <p>In case of discrepancy in unit price and total price the unit price shall prevail.</p>

	<b>The contract will be awarded to the company offered lowest technically responsive offer.</b>	
Qualification of Supplier, licenses and permits	Company must be duly registered as a legal entity with valid licenses and permits. Company shall secure all licenses, permits, and shall comply with all applicable laws, regulations and codes as required by Lao PDR or by the country residence. A supplier may be required, before the award of any contract, to show to the complete satisfaction of the UNDP that he has the necessary facilities, equipment, ability and financial resources to perform the work in a satisfactory manner within the time specified.	
General Terms and Conditions	<b>See enclosed Annex II - UNDP General Terms and Conditions</b>	
Mode of Transport	<b>AIR</b>	<b>SEA</b>
	<b>SURFACE</b>	<b>OTHERS</b>
<b>REQUIREMENTS</b>		
<u>Language:</u> All documentation, including installation and operating manuals shall be in:		
<input checked="" type="checkbox"/> <b>English</b> <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others		

NAME, FUNCTIONAL TITLE: Diyer Rasulov, UNDP Procurement Specialist  
Signature:  DATE: 14.07.2011  
E-MAIL ADDRESS: diyer.rasulov@undp.org

Pease visit our web-site to see other procurement and vacancy announcements  
[www.undplao.org](http://www.undplao.org)

**Annex I**  
**Terms of Reference**  
**RFQ\_026\_2011**

**Background:**

UNDP is the UN's global development network, advocating for change and connecting countries to knowledge, experience and resources to help people build a better life. We are on the ground in 166 countries, working with them on their own solutions to global and national development challenges. As they develop local capacity, they draw on the people of UNDP and our wide range of partners. World leaders have pledged to achieve the Millennium Development Goals, including the overarching goal of cutting poverty in half by 2015. UNDP's network links and coordinates global and national efforts to reach these Goals.

UNDP Lao PDR maintains a large IT Network infrastructure including live web, email & DNS Servers. Apart from this UNDP uses web based ERP application which requires highly stable internet connection.

Currently UNDP has two links of 3 mbps (1:1) and Backup Link is 1 mbps.

**Scope of work:**

- UNDP requires a proposal for the internet link for initially one year on renewable basis with the SLA of more than 99% uptime including 24 x 7 help desk support available to UNDP by phone or on-site support, depending on the severity of the problem with one dedicated staff to be allocated by the Vendor to UNDP;
- Internet connection services though connection of Fiber Optic;
- 24x7 hours connectivity with minimum assurance of 99%;
- Online traffic monitoring tools should be made available by the Vendor with access rights to UNDP or in the absence of the same, the Vendor shall provide a traffic report every two weeks to UNDP.

The Proposal clearly indicates the client lists, backbone map and with the following bandwidth options:

<b>Type of internet connection</b>	<b>Bandwidth Size</b>	<b>Connection type</b>
Fist option FO	7 Mbps	1:1
Second option FO	6 Mbps	1:1
Third option FO	5 Mbps	1:1
Fourth option FO	3 Mbps	1:1
Fifth option FO	1 Mbps	1:1

**Note: UNDP reserves the rights to choose any above option for contracting purposes therefore prices shall be valid for at least one-year period.**

**Please note that the connectivity should be on fiber optic with minimum 16 ((fixed and fully routed) IP's, any hardware/software if required should be part of the package and there should not be any hidden cost.**

**Annex II**  
**UNDP General Terms and Conditions for Purchase orders**

**1. ACCEPTANCE OF THE PURCHASE ORDER**

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

**2. PAYMENT**

- 2.1.1 UNDP shall, on fulfilment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.1.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.1.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.1.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

**3. TAX EXEMPTION**

3.1 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 utilities 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 UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.

3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

**4. RISK OF LOSS**

Risk of loss, damage to or destruction of the goods shall be governed in accordance with DDU Incoterms 2000, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

**5. EXPORT LICENCES**

Notwithstanding any INCOTERM 2000 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

**6. FITNESS OF GOODS/PACKAGING**

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

## **7. INSPECTION**

1. UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

2. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

## **8. INTELLECTUAL PROPERTY INFRINGEMENT**

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

## **9. RIGHTS OF UNDP**

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- a) Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
- b) Refuse to accept delivery of all or part of the goods.
- c) Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

## **10. LATE DELIVERY**

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

## **11. ASSIGNMENT AND INSOLVENCY**

11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

- 11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

## **12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM**

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

## **13. PROHIBITION ON ADVERTISING**

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

## **14. CHILD LABOUR**

The Supplier represents and warrants that neither it nor any of its affiliates 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.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

## **15. MINES**

The Supplier represents and warrants that neither it nor any of its affiliates 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.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

## **16. SETTLEMENT OF DISPUTES**

### **16.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

### **16.2 Arbitration**

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance

with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

**17. PRIVILEGES AND IMMUNITIES**

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

**Annex III**

**Price Schedule**

**RFQ\_026\_2011**

1. All prices/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes.
2. The format uses a specific structure which may or may not be applicable but are indicated to serve as examples.
3. Price mentioned below are the reflection of requirement mentioned in tender document.
4. Please use single currency in your quotation i.e. Lao KIP or USD

**Part A.**

Installation fee including all necessary hardware and software	Total price in Lao KIP or USD	Period of installation (number of days)
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**Part B.**

Type of internet connection	Bandwidth Size	Quantity	Unit Price (USD or Lao KIP)	Total Price (USD or Lao KIP)
Fist option Fibro Optic	7 Mbps	12 months		
Second option Fibro Optic	6 Mbps	12 months		
Third option Fibro Optic	5 Mbps	12 months		
Fourth option Fibro Optic	3 Mbps	12 months		
Fifth option Fibro Optic	1 Mbps	12 months		

Note. The Supplier is requested to provide separate unit prices for each line above. UNDP has a right to include or exclude any accessories for further purchasing under this bidding.

Dated this . . . . day of . . . . [year].

.....  
Signature

.....  
[in the capacity of]

Duly authorized to sign the quotation for and on behalf of .....

**ANNEX IV**  
**VENDOR REGISTRATION FORM**  
**RFQ\_026\_2011**

**Section 1: Company Details and General Information**

1. Name of Company/Institution (full legal name):	
2. Street Address:  Postal Code:                      City: Country:	3. P.O. Box and Mailing Address:
4. Tel (include country and area codes):	5. Fax (include country and area codes):
6. Email:	7. WWW Address:
8. Contact Name and Title:	
9. Ownership and Parent Company (full legal name):	
10. Name and Address of Subsidiaries, Associates and/or Overseas Representative(s) (attach a separate sheet if necessary):	
11a. Nature of Business (please tick one box in each section): Manufacturer: <input type="checkbox"/> Trader: <input type="checkbox"/> Authorised Agent: <input type="checkbox"/> Consulting Company: <input type="checkbox"/> Other (specify):	
11b. Type of Business Corporate/Limited: <input type="checkbox"/> Partnership: <input type="checkbox"/> Gov. Agency: <input type="checkbox"/> University: <input type="checkbox"/> Other (specify):	
12. Year Established (under the name shown in 1):	13. Number of Full-time Employees:
14. Licence N°/State Where Registered:	15. VAT N°/Tax ID:
16. Technical Documents Available in: English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Russian <input type="checkbox"/> Arabic <input type="checkbox"/> Chinese <input type="checkbox"/> Other (specify)	
17. Working Languages: English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Russian <input type="checkbox"/> Arabic <input type="checkbox"/> Chinese <input type="checkbox"/> Other (specify) <input type="checkbox"/>	

**Section 2: Financial Information**

18. Bank Name:  Address:	Swift/BIC Address:
19. Bank Account N°:	Account Name:
20. Please provide a copy of the company's annual or audited financial report of the last year.	

21. Certification:

I, the undersigned, warrant that the information provided in this form is correct, and in the event of changes details will be provided as soon as possible.

Name

Functional Title

Signature

Date

The legal agreement between the supplier and the organisation within the UN System shall be defined in the purchase order/contract and any associated contract(s) between the supplier and the UN organisation. Information provided to the supplier in association with the registration is provided for reference only, and in no case shall take precedence over terms in the purchase order/contract or the associated contract(s).

Please be informed that UN has decided not to do business with companies or any of their affiliates or subsidiaries, which engage in any practice inconsistent with the rights set forth in the convention on the Rights of the Child, regarding certain protection applicable to children performing work, or engage in the sale or manufacture of anti-personnel mines, or any significant component produced primarily for the operation thereof.

**Note 1:** Organisations in the UN system are UN; UNCTAD; UNEP; UNCHS(Habitat); UNICEF; UNDP; WFP; UNHCR; UNRWA; UNFPA; UNOPS; UNU; ILO; FAO; UNESCO; ICAO; WHO; WB; IMF; UPU; ITU; WMO; IMO; WTO; WIPO; IAPSO; IFAD; UNIDO; IAEA; ITC; ECA; ECE; ECLAC; ESCAP; ESCWA.

**Note 2:** The Earth Summit, held in Rio de Janeiro in 1992, emphasised the necessity to protect and renew the earth's limited resources. Agenda 21 was adopted by 178 governments and lays an emphasis for the UN to exercise leadership, i.e. towards promoting environmental sensitive procurement policies for goods and services.