

INTERNATIONAL DEVELOPMENT LAW ORGANIZATION
Request For Proposal

Reference: RFP No. N_15-2022/AFG/RFP

Date: **June 3, 2022**

Dear Sir/Madam,

The International Development Law Organization (IDLO) kindly requests your Company/Organization to submit a Proposal for provision of internet services. The full requirement is described in Annex C.

We also request that your Proposal is submitted using the format specifically detailed in Annex D, E and F.

Proposals submitted by email must be limited to a maximum of **10MB, virus-free** and no more than two email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

Proposal shall be evaluated based on the criteria set in Annex B.

IDLO is not bound to accept any Proposal, nor award a Contract, nor be responsible for any costs associated with a Bidder's preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

IDLO encourages every prospective Bidder to avoid and prevent conflicts of interest, by disclosing to IDLO if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this Request for Proposal (RFP).

By submitting a Proposal in response to this information, Bidders are confirming acceptance of IDLO's General Terms and Conditions in full and Payment Policy of payment within 30 days after delivery of service on presentation of complete and correct invoice.

This RFP consists of the following Annexes. Please be guided by these in preparing your Proposal:

a.	Instructions to Bidders	Annex A
b.	Technical Evaluation Criteria	Annex B
c.	Terms of Reference (TOR)	Annex C
d.	Proposal Submission Form	Annex D
e.	Bidder Information Form	Annex E
f.	Bidder's Proposal	Annex F
g.	IDLO Special Conditions of Contract	Annex G
h.	IDLO General Terms and Conditions for the Procurement of Goods or Services and IDLO Supplier Code of Conduct	Annex H

For any questions/clarifications related to this RFP before Deadline for Submissions of Proposals, please contact IDLO on tenders@idlo.int and mention **Clarification RFP NO. N_15-2022/AFG/RFP** in the subject section of your email.

Deadline for Submission of Proposals: On or before

Date: June 24, 2022

Time: 15:00 hours Rome, Italy local time.

Thank you and we look forward to receiving your quotation.

Sincerely yours,
International Development Law Organization | IDLO
Afghanistan

ANNEX A
INSTRUCTIONS TO BIDDERS

1. General Considerations	<p>In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify IDLO.</p>
2. Cost of the Proposal	<p>The Bidder shall bear all costs associated with the preparation and submission of the Proposal.</p> <p>IDLO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.</p>
3. Currency of Proposals	<p>Proposals shall be nominated exclusively in US Dollars. <i>Note: Local Bidders/Suppliers must comply with any applicable laws regarding doing business in other currencies</i></p>
4. Language of the Proposal	<p>The Proposal and all correspondence and documents relating to the Proposal exchanged by the Bidder and IDLO shall be written in the English language.</p>
5. Deadline for Submissions of Proposals	<p>The Proposal shall be addressed to IDLO on or before Date: June 24, 2022 Time: 15:00 hours Rome, Italy local time.</p> <p><i>Note: Proposals submitted by email must be limited to a maximum of 10MB, virus-free and no more than two email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.</i></p>
6. Delivery Term and Place	<p>Services are to be provided to: IDLO country office , located in The Baron Kabul, near KIAA/RS Abbey Gate, Hawa Shanasi Road, Khawaja Rawash, Kabul Afghanistan.</p> <p>Bidder to advise IDLO if their proposal has elements of supply of goods. If yes, Bidder must inform if Customs Clearance are required and whose responsibility it is to do so</p>
7. Documents comprising the Bidder's Proposal	<p>The Proposal shall comprise the following components:</p> <ol style="list-style-type: none"> 1. Proposal Submission Form (see Annex D); 2. Bidder Information Form (see Annex E) 3. Bidder's Proposal divided into: <ol style="list-style-type: none"> a. Technical Proposal (see Annex F1)

	b. Financial Proposal /Price Schedule (see Annex F2)
8. Contents of solicitation documents	<p>Proposals must offer services for the total requirement, unless specified otherwise in this RFP.</p> <p>Proposals offering only part of the requirement will be rejected.</p> <p>The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and will affect the evaluation of the Proposal.</p>
9. Clarification of solicitation documents	<p>A prospective Bidder requiring any clarification on this RFP may contact IDLO by email on tenders@idlo.int no later than 72 hours prior to the deadline for submission of Proposals.</p> <p>Please mention Clarification ITB NO. N_15-2022/AFG/RFP in the subject section of your email.</p> <p>Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that have received the Solicitation Documents or posted on IDLO website.</p> <p>Any delay in IDLO's response shall not be used as a reason for extending the deadline for submission, unless IDLO determines that such an extension is necessary and communicates a new deadline to all the Bidders.</p>
10. Amendments of solicitation documents	<p>At any time prior to the deadline for submission of Proposals IDLO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Solicitation Documents by amendment.</p> <p>All prospective Bidders that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.</p> <p>In order to afford prospective Bidders reasonable time for taking the amendments into account and preparing their offers, the procuring IDLO entity may, at its discretion, extend the deadline for the submission of Proposals.</p>
11. Technical Proposal	<p>The Bidder shall structure the Technical part of the Proposal as follows:</p> <p>(a) Proposed methodology</p>

	<p>This section should demonstrate the Bidder's responsiveness to the TOR/specifications by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics, proposed warranty and demonstrating how the proposed methodology meets or exceeds the requirements.</p> <p>The Technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules. Any technical proposal containing price information will be disqualified from consideration.</p> <p>It is mandatory that the Bidder's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.</p> <p>Information which the Bidder considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.</p>
<p>12. Format, signing sealing, marking and submission of Proposals</p>	<p>The Proposal shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.</p> <p>The Proposal must be submitted using the format specifically detailed in Annex D, E and F.</p> <p>A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Proposal.</p> <p>The Proposal will consist of two attached files named “Technical Proposal” and “Financial Proposal”.</p> <p>The “Financial Proposal” file will contain Price Schedule (see Annex F2) and will be password-protected by the Bidder. If the proposal passed the Technical Evaluation, IDLO will additionally communicate with Bidders for obtaining the password for Financial Proposal. Only Financial Proposals from Bidders whose Technical Proposals have passed the Technical Evaluation will be opened.</p>



	<p>The Bidder shall send two emails; one for Technical Proposal and one for the Financial Proposal to the following e-mail address: tenders@idlo.int</p> <p>with the Subject: “Technical Proposal for RFP No. N_15-2022/AFG/RFP” and with the Subject: “Price Proposal for RFP No. N_15-2022/AFG/RFP”</p> <p>before the deadline stipulated in this RFP.</p>
<p>13. Joint Venture, Consortium, or Association</p>	<p>If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between IDLO and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of IDLO.</p> <p>The lead entity and the member entities of the JV, Consortium or Association shall abide by the requirement outlined in the following section in respect of submitting only one proposal.</p> <p>The description of the organization of the IV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IDLO.</p> <p>A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ol style="list-style-type: none"> a) Those that were undertaken together by the JV, Consortium or Association; and b) Those that were undertaken by the individual entities of the JV, Consortium or Association. <p>Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the</p>



	<p>member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p> <p>The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IDLO.</p>
<p>14. Only One Proposal</p>	<p>The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.</p> <p>Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this RFP; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Bidder regarding this RFP process; e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder; f) or some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.
<p>15. Late Proposals</p>	<p>Any Proposal received by IDLO after the deadline for submission of Proposals, pursuant to clause <i>Deadline for the submission of Proposals</i>, will be rejected and sent back unopened or destroyed unopened if the return cannot be secured unless the Proposal was sent by email but was not properly received due to issues in IDLO mailing system.</p>



16. Validity Period of Proposals	All Proposals will be valid for 90 days from the deadline for submission of Proposals. In exceptional circumstances IDLO may request the Bidders to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Bidders shall be invited to confirm the extension in writing, without any modification whatsoever on the Proposal. The Bidders may choose not to extend the validity period of the Proposals upon request of IDLO.
17. Modification and withdrawal of Proposals	<p>The Bidder may modify/withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by IDLO prior to the deadline prescribed for submission of Proposals.</p> <p>The Bidder's modification/withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals.</p> <p>No Proposal may be modified nor withdrawn after to the deadline for submission of Proposals.</p> <p>No Proposal may be modified/withdrawn in the Interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified by the Bidder in the Proposal Submission Form.</p>
18. Amendment of the proposal	<p>At any time prior to the deadline of Proposal submission, IDLO may for any reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.</p> <p>If the amendment is substantial, IDLO may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.</p>
19. Bidders' conference	<p><input checked="" type="checkbox"/> N/A</p> <p><input type="checkbox"/> Yes – A Bidder's conference will be conducted at [the date, time and location].</p> <p>All Bidders are encouraged to attend. Non attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on IDLO's website and shared by email to Bidders that attended.</p> <p>No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to RFP.</p>
20. Right to accept, reject, or render non-	IDLO reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to annul the solicitation

responsive any or all Proposals	process and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for IDLO's action. Furthermore, IDLO shall not be obliged to award the contract to the lowest priced offer.
21. Clarification of Proposals	To assist in the examination, evaluation and comparison of Proposals, IDLO may at its discretion ask the Bidder for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.
22. Evaluation of Eligibility and Qualification	In general terms, Bidders that meet the following criteria may be considered qualified: <ul style="list-style-type: none"> a) They are not included in IDLO Sanctions lists (EU, US, UN); b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required; d) They are able to comply fully with IDLO General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
23. Price variation	Bidders shall not vary their prices for any reason after the deadline of the tender and while the Proposal is still valid.
24. Preliminary Screening	IDLO will screen the Proposals' Annex D and E to determine whether they are complete, whether the documents have been properly signed, and whether the Proposals are generally in order. Only Bidders that pass will proceed to Technical Evaluation
25. Correction of errors	In the event of a discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected by IDLO. If the Bidder does not accept the final price based on IDLO's correction of errors, its Proposal will be rejected.
26. Due Diligence	IDLO reserves the right to undertake a due diligence exercise aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:

	<ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that IDLO may deem appropriate, at any stage within the selection process, prior to awarding the contract.
<p>27. Responsiveness of Proposals</p>	<p>IDLO will determine the substantial responsiveness of each Proposal to the RFP. For purposes of this Clause, a substantially responsive Proposal is the one which materially conforms to the requirement of the tender and any mandatory terms contained in the Solicitation Documents.</p> <p>IDLO's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.</p>
<p>28. Evaluation of Proposal</p>	<p>A two-stage procedure is utilised in evaluating the Proposals after Preliminary Screening has been conducted; with evaluation of the Technical Proposal being completed prior to Financial Proposal being opened and compared.</p> <p>The Financial Proposals (Price Schedules) of the overall Proposals will be opened only for submissions that passed minimum technical score of 490 points of the maximum obtainable 700 points.</p> <p>The evaluation will be conducted in accordance with the cumulative analysis method, according to which the Technical and Financial Proposals have pre-assigned weights and pre-assigned maximum number of scores:</p> <ul style="list-style-type: none"> - Technical Proposal -70%, - 700 points maximum, - Financial Proposal - 30%, - 300 points maximum.



	<p>Technical Evaluation</p> <p>The technical Proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR) as per the evaluation criteria below. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process.</p> <p>Financial Evaluation</p> <p>In the second stage the Financial Proposals of all Bidders who attained a minimum 490 points in Technical Evaluation will be reviewed. The lowest amount for technically qualified Financial Proposal will be awarded maximum 300 points and other Financial Proposals will be awarded points in accordance with the following formula: Financial Proposal score = (Lowest Price / Price under consideration) x 300.</p>
29. Right to Vary Requirements at the time of the Award	<input type="checkbox"/> N/A for Framework Agreement <input checked="" type="checkbox"/> Yes - At the time of award of Contract, IDLO reserves the right to vary (increase or decrease) the quantity of [goods and/or services], 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.
30. Contract Award	The contract will be awarded to the Proposal with highest combined score obtained in Technical and Financial Evaluation.
31. Contract Signature	Within five (5) calendar days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to IDLO. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and on which event, IDLO may award the Contract to the Second Ranked Bidder or call for new Proposals.
32. Debriefing	In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from IDLO. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for IDLO procurement opportunities. The content of other proposals and how they compare to the Bidder's submission will not be discussed.
33. Payment Terms	IDLO will make payment within 30 days after satisfactory receipt of all goods and upon submission of the invoice by the Supplier.
34. General Terms and Conditions	Any Contract or Purchase Order that will be signed as a result of this RFP shall be subject to the IDLO's General Terms and Conditions and Supplier Code of Conduct attached as Annex H.

Supplier Code of Conduct	The mere act of submission of a Proposal implies that the Bidder accepts both Annexes in full.
35. Liquidated Damages	<p><input type="checkbox"/> N/A</p> <p><input type="checkbox"/> Yes - For late delivery of <u>Goods</u>, IDLO shall be entitled to claim liquidated damages from the Contractor in accordance with Article 23 of the General Terms and Conditions.</p> <p>Liquidated damages for inferior quality or non-conformance of specifications of Goods will be assessed on a case by case basis in accordance with the severity of the problem as determined solely by IDLO. The application of this liquidated damages provision shall not relieve the Contractor of its obligations or liabilities pursuant to this Contract.</p> <p><input checked="" type="checkbox"/> Yes - For late delivery of <u>Services</u>, IDLO shall be entitled to claim liquidated damages from the Contractor in accordance with Article 18 of the General Terms and Conditions.</p> <p>If the Contractor fails to perform the requested Services within the time period specified and as stipulated in the terms and conditions of the Contract, IDLO may, without formal notice and without prejudice to its other remedies under the Contract, be entitled to liquidated damages for every day delay in the provision and completion of the Services.</p>
36. Partial Bid	<p><input checked="" type="checkbox"/> Not permitted (All or Nothing)</p> <p><input type="checkbox"/> Permitted</p>



**ANNEX B
TECHNICAL EVALUATION CRITERIA**

Scoring Weight and Point

Item	Summary of Technical Proposal	Score Weight	Points Obtainable	Bidder A	Bidder B
1	Addressing of IDLO's requirements and expectations	14%	98		
2	Quality of the technical solution proposed	14%	98		
3	Redundant Backup Routes Solution	28%	196		
4	Qualifications and competence of the personnel proposed for the assignment provide information about project team, provide CVs, certifications, and qualifications of team members. Include how the team will be composed and recruited	14%	98		
5	Experience in similar projects (Past performance check) Provide evidence of similar scale projects undertaken within past 3 years either as copies of prior contracts, or contactable references and details of project size/scope	30%	210		
Total		100%	700		
Minimum Score to determine Pass/Fail		70%	490		
Bidder's Score					
Bidder Pass/Fail to proceed to opening of Financial Proposal					

ANNEX C
TERMS OF REFERENCE

Provision of Internet Service

IDLO Country Office – Afghanistan

A. About IDLO

The International Development Law Organization (IDLO) is an intergovernmental organization exclusively devoted to promoting the rule of law. Established in 1983, IDLO works to enable governments and empower people to reform laws and strengthen institutions to promote peace, justice, sustainable development and economic opportunity. Its programs, research and policy advocacy cover the spectrum of rule of law from peace and institution building to social development and economic recovery in countries emerging from conflict and striving towards democracy.

The Assembly of Parties is IDLO's highest decision-making body. It is composed of Representatives of all Member Parties, which have joined the Establishment Agreement of IDLO. IDLO currently has 37 Member Parties.

IDLO has its Headquarters in Rome, a Branch Office in The Hague, Liaison Offices for the United Nations in New York and Geneva, and Country Offices in Afghanistan, Armenia, the Bahamas, Burkina Faso, Honduras, Indonesia, Kenya, Kyrgyzstan, Jordan, Liberia, Mali, Mexico, Moldova, Mongolia, Myanmar, Niger, the Philippines, Somalia, Tunisia, Uganda and Ukraine.

The work of IDLO is sustained by a dynamic, diverse, multinational and multicultural workforce, comprised of over 400 employees plus additional personnel in the non-employee category such as consultants and interns. About one fourth of the IDLO workforce is based in its Headquarters in Rome, while the rest are spread across the globe in our Branch and Country offices.

B. Background

1. Objectives

- 1.1. The Terms of Reference aims to enhance the existing internet connection of IDLO Afghanistan Office to the Internet. Reliable access to the Internet will enable IDLO to use business tools that are available online through the IDLO headquarters in Rome as well as allow access to donors and counterparts through cloud-based services. Reliable Internet is therefore a critical to IDLO's ability to fulfil its mission and for individual employees to meet their requirements for productivity. These Terms of Reference to accompany the request for proposal (RFP) seeks to retain an Internet Service Provider (ISP) identified the technical and service requirements for IDLO Internet access needs.
- 1.2. The service provided will be based on fixed monthly fee. Capacity requirement: *Primary link: Symmetric 100Mbps to 200Mbps 24/7 Internet bandwidth guaranteed (Upload and Download, Dedicated). The starting point will be 100mbps during the contract and it may increase to a higher bandwidth to a*

maximum of 200Mbps (120Mbps, 150Mbps up the max of 200Mbps) at no additional charges.

The 100Mbps or above Bandwidth (Upload and Download, Dedicated) is required with three physical link installations along with the backup system pre-configured failover routing. The service is expected to be highly stable and reliable. The vendor must have 24/7/365 coverage and technical support for Internet link and helpdesk facilities.

2. Scope of Service

- 2.1. The project shall cover the acquisition, installation, maintenance, and service of a connection of between IDLO office in Kabul, Afghanistan and the World Wide Web (WWW). This will involve the following:
- 2.2. Engagement of symmetric 100Mbps Internet bandwidth Upload and Download 100% dedicated connection and 99.5% redundancy grantee in the time of primary links are down.
- 2.3. Equipment: High quality and Reliable Microwave, Air Fiber 24 Ghz with over 1.4GBPS throughput capacity, free from frequency interference.
- 2.4. Provisioning of the internet services to IDLO office through redundant links (with automatic failover system with no downtimes) with wireless connectivity technologies.
The ISP location/network must be connected with at least 3 physical optical fiber links (for redundancy) and 2 GSM operators combined together (as backup to the optical fiber links).
- 2.5. Reliable Internet Service support 99.9% SLA Guarantee
- 2.6. Speed: 100Mbps download / 100Mbps upload 100% or above Dedicated. The internet connection must be traffic-independent flat fee with unlimited usage.
- 2.7. 100% Data Security Dedicated Account Management
- 2.8. 24/7/365 technical support and Real-time access for monitoring to our internet link (access to our device)
- 2.9. /28 or at least /29 static publicly IP addresses (24/7routable)
- 2.10. Integration of the proposed Internet connection to the existing office network infrastructure
- 2.11. Provision of diagnostic reports and updates in case of connection failure
- 2.12. Provision of monthly utilization graphs and/or monitoring tool of link quality, bandwidth utilization and down time tracker
- 2.13. Delivery of an IPv6 ready and/or compliant connection
- 2.14. Entering into a Service Level Agreement which defines parameters of rebates for non-performance, etc.

3. Deliverables

- 3.1. The Internet Service Vendor shall be responsible for the following:

-
- 3.2. Providing IDLO with consistent and reliable access to the Internet and the WWW as specified in the submitted proposals and approved contracts.
 - 3.3. Configuration and installation of hardware and software required for the successful installation and operation of the system (equipment and software) connecting IDLO to the Internet.
 - 3.4. Signed Service Level Agreement substantially similar to the Agreement forms clause 13 of this ToR.
 - 3.5. The winning bidder shall act as IDLO's ISP and shall be responsible for the successful commissioning, integration and rollout of all items included in a final contract between IDLO and the winning bidder.
 - 3.6. All the required services should be ready during free demo; and
 - 3.7. Continuing service consistent with the continuity and speed demos by the vendor.

4. Additional Notes

- 4.1. The vendor must have 24x7x365 coverage for technical assistance and helpdesk facilities. Under the normal circumstances any problems should be resolved within maximum 24 hours after any notification received from IDLO that there is an issue. The vendor is also responsible for contacting designated IDLO network specialist(s) for both scheduled and un-scheduled downtime.
- 4.2. Respondents are required to describe what alternate routing or fallback arrangements for continuity of service they have in place (if any) should their primary link(s) to the Internet become non-operational. The vendor shall indicate in its response to the Request for Proposal (RFP) what contracting arrangement(s) they have with the primary Internet providers they work with.
- 4.3. IDLO shall have the option to visit the vendor's Network Operations Centre before finalizing and contract for goods and services.

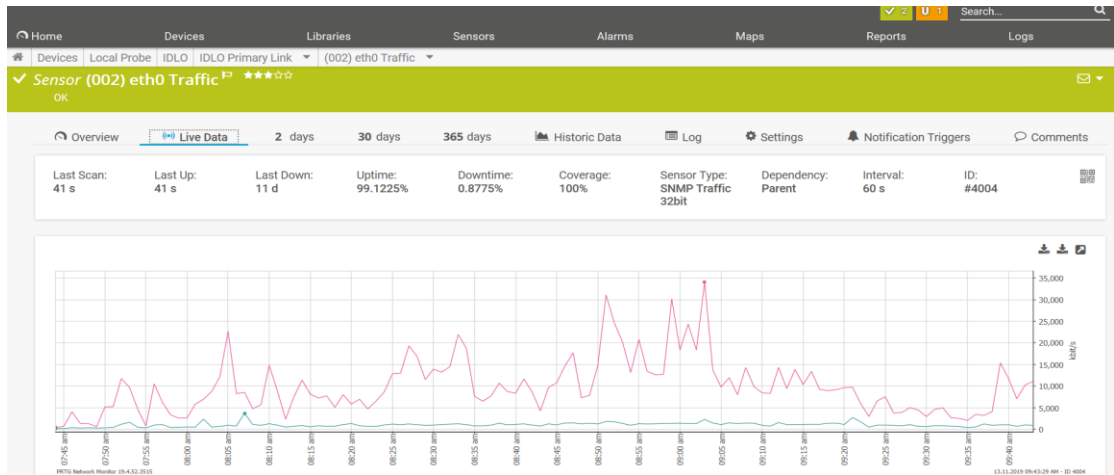
5. Service Acceptance

- 5.1. A "Certificate of Acceptance" shall be issued after a fifteen (15) working-day testing period, provided that the following conditions are met:
- 5.2. Speed of 100.0Mbps upload and 100.0Mbps download or above in accordance with the requirement of clause 1.2 of this ToR is attained (guaranteed bandwidth for both download and upload) 24/7.
- 5.3. 100Mbps upload and 100Mbps download or above must be provided simultaneously.
- 5.4. Average latency should not exceed more than 100ms, Proof of latency is required; and
- 5.5. Stable internet service connection and full access without any content or IP filtering.

6. Other Requirement

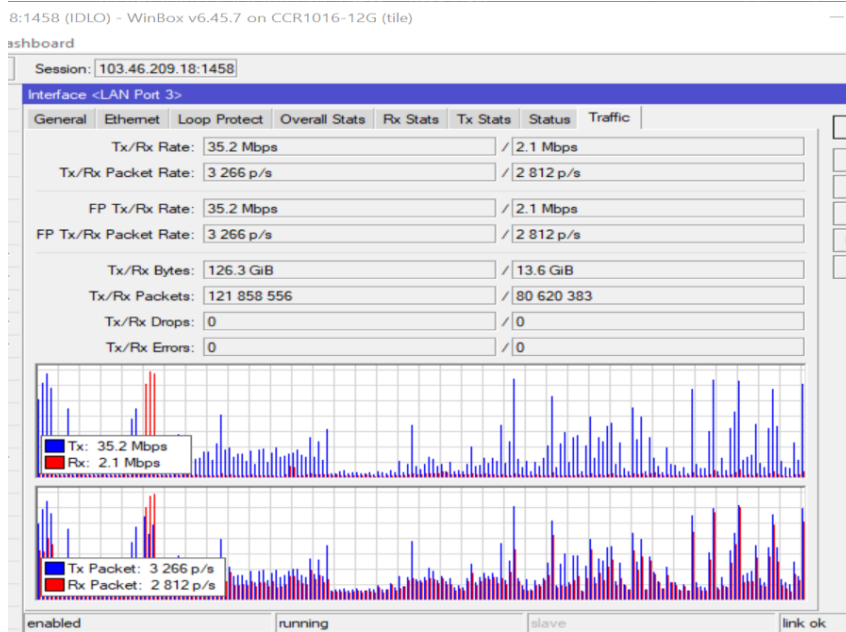
- 6.1. ISP must provide an internet connection in IDLO office. The connection will be at last end point using RJ45 network cable to the IDLO edge device.
- 6.2. ISP shall provide a PRTG Network Monitor, enabling ICT unit to monitor and check the amount of requested bandwidth. See figure 1

Figure 1



- 6.3. IDLO will not purchase any equipment. The vendor is responsible to provide all equipment and software necessary to facilitate a consistent connection to the Internet consistent with IDLO’s technical requirements.
- 6.4. ISP must provide any equipment and/or software to facilitate IDLO’s ICT component to conduct real time monitoring of the Internet connection. See figure 2

Figure 2



- 6.5. All equipment should be installed completely and be confirmed to be working; IDLO is not responsible for any services required in connection with the installation, transportation and accommodation costs of providing the goods and services requested in its RFP.
- 6.6. ISP will provide a dedicated POC (Point of Contact) with its customer service/ Helpdesk Department in 24/7/365 and respond quickly
- 6.7. Installation of sites must be completed within two/three (2 to 3) calendar days.
- 6.8. After sales support, ISP will provide maintenance services during the contract period, IDLO shall not pay any extra charges, except the equipment damaged or born due to electricity shock or casual made by IDLO.
- 6.9. The ISP shall take care of all troubleshooting on timely manner within the contact period.
- 6.10. Any technical issues related to internet shall be reported to IDLO ICT unit.
- 6.11. The ISP should provide the exact amount dedicated bandwidth based on their contract, if the ISP fail to provide that, then IDLO Afghanistan reserve the right to deduct the low bandwidth periods, if continues IDLO will terminate the contract immediately based on email communication and PRTG graph.
- 6.12. ISP must inform IDLO ICT before any maintenance or reasonably anticipated outage that will affect connectivity.
- 6.13. In case of Internet down time, IDLO Afghanistan reserves the right to deduct down time from the monthly invoice.
- 6.14. The Internet access must fully support reaching to outbound resources and networks identified in the RFP and these Terms of Reference.

7. Client Orientation

- 7.1. Appropriate helpline services.
- 7.2. Prior to any maintenance or any or other service requirements, appropriate advance email notification is required informing the IDLO ICT staff of the maintenance or other service issues. Whenever possible, vendor will provide an estimate of any down time preventing Internet access.

8. Payment:

- 8.1. The payment of contractor's Internet Service costs and hardware if any shall be made to the contractor on monthly basis after submitting the invoice certified by authorized official within 30 days. The payment to the Contractor by IDLO Afghanistan will be made in USD through bank transfer in the name of the company. IDLO shall not be responsible for the effects of exchange rate fluctuation.
- 8.2. If the contractor fails to provide the above-mentioned services, IDLO Afghanistan shall be entitled to claim in writing, liquidated of poor services and deduct the downtime hours/days from monthly contract value per each failure or unsatisfactory services, the payment or deduction of such liquidated

poor/downtime services shall not be relieved the ISP from any of its other obligations or legal responsibilities of the contract.

9. Communications

- 9.1. All correspondence regarding this contract shall be communicated in the English language.
- 9.2. The contractor will introduce in writing its focal point for all aspects of the management of the assignment to IDLO Afghanistan. All communication shall be followed through IDLO ICT unit.

10. Termination of Contract:

- 10.1. IDLO Afghanistan may terminate the contract with 30 calendar days prior notice in writing to the Contractor. If Contractor wishes to terminate its contractual agreement with IDLO Afghanistan has to provide 2 months written notice to IDLO Afghanistan office.

11. SERVICE LEVEL AGREEMENT:

- 11.1. Technical Support:
 - 11.1.1. The ISP supports and monitors its service 24/7.
 - 11.1.2. The ISP Support is available 24/7 support though our support call center and on-site support to all wireless broadband service customers.
- 11.2. ISP Standard Installation:
 - 11.2.1. Customer Standard Installation includes Outdoor antennas will be installed on the roof, on a mounted pipe, which will be provided by the ISP. Outdoor and indoor equipment will be connected with shielded CAT6 "tough" cable designed for outdoor installations. In the unlikely event with no additional installation costs, the ISP will notify Customer for the installation via email.
 - 11.2.2. The ISP owns all equipment that it supplies to the Customer and no liability to the customer for any damage to the equipment where all support equipment (UPS) has been provided. If service is discontinued for any reason, The ISP has the right to remove any or all its equipment in a workmanlike manner upon 10 days advance notice. Customer Demarcation is defined as the location where Customer plugs into the ISP equipment and is generally located in the Customer equipment room.
- 11.3. Access to Equipment:
 - 11.3.1. The Customer agrees to allow personnel of ISP reasonable access to the Customer's site for the purpose of installing, repairing, and removing the ISP equipment and, if necessary, Customer shall obtain appropriate authorization from the landlord.
- 11.4. Performance Guarantee:
 - 11.4.1. If ISP's network is not performing as stated below, Customer is entitled to a credit. The three components of the ISP Service Level Agreement are:

- 11.4.2. Service Availability Guarantee: ISP guarantees 99.9% annual network availability.
- 11.4.3. Network Latency: less than 100ms from CPE router to our core network provided than link utilization is below 99%.
- 11.4.4. Packet Loss: less than 1% from CPE router to our core network provided than link utilization is below 99%.
- 11.5. Maintenance, Support and Conditions (SLA)
 - 11.5.1. Equipment/hardware supplied by the ISP shall be brand new and complete with all respects. The devices/equipment delivered by the vendor must be compatible to the existing network connectivity.
 - 11.5.2. ISP shall maintain the enough spare components for maintaining required uptime guarantee.
 - 11.5.3. ISP will do preventive maintenance (every 3 months) for upkeep of the supplied equipment/hardware.
 - 11.5.4. Faulty HW/SW components of the equipment: maximum time to repair (resolve & recover/restore) a reported break down should be 24 hours. Time for this purpose shall be measured as interval between the time of reporting the problem and the time when the problem is fully solved making the faulty components/functions fully operational.
 - 11.5.5. Onsite support for permanent faults in the equipment: the replacement should be a new part matching model with the same or higher capacity (not less) than the capacity of the faulty unit.
 - 11.5.6. In case of complete break-down/disconnection of internet services (the Primary and all Redundant links go down) for more than 5 minutes, it will be calculated and 5% deduction per hour will be imposed from total amount of monthly payment.
 - 11.5.7. If the internet services remain completely down for more than 7 days (in a row, including Friday and Saturday and holidays) then the penalty will be as per clause [6] mentioned above and IDLO will have right to cancel the contract and go for any other ISP.
 - 11.5.8. If internet speed is reduced by 40% against 100Mbps or above for 3 consecutive hours, then 3% of deduction will be per hour from total of monthly payment as fine.
 - 11.5.9. If internet speed is reduced by 75% against 100Mbps or above for 3 consecutive hours (including Friday and Saturday), the clause [13.5.6] mentioned above will be invoked on per hours' basis in this case.
 - 11.5.10. The ISP must have centralized trouble ticketing tool for call logging, monitoring and troubleshooting purpose.
 - 11.5.11. Written notice of 72 hours in case of scheduled maintenance on the Internet services.

- 11.5.12. During the scheduled maintenance a complete disconnection of services cannot exceed 24 hours (penalty as per clause [13.5.6] is applicable after this time frame).
- 11.5.13. during the scheduled maintenance, internet speed cannot be reduced more than 75% for 48 hours (penalty as per clause [13.5.6] is applicable after this time frame).
- 11.5.14. In case of unplanned downtimes of the internet services, ISP shall immediately contact IDLO ICT Staff by phone and log the incident in the centralized trouble ticketing tool.
- 11.5.15. The ISP should be able to provide online usage report through web.
- 11.5.16. Performance Reports (Real Time, Hourly, Daily, Weekly and Monthly).
- 11.5.17. Bandwidth Utilization, Uptime, Packet loss, Ping time.
- 11.5.18. Uptime guarantee (for the entire contract duration): 99.9% across 24x 7 calculated on monthly basis.
- 11.5.19. It will be the responsibility of the vendor to provide reports of Bandwidth usage and traffic to demonstrate that the SLA is being met.
- 11.5.20. Payments will be subject to satisfactory performance of the internet services based on monthly reports as per committed SLA and uptime.
- 11.5.21. ISP will incur no liability and issue no credits due to any causes beyond its reasonable control, including, but not limited to, Acts of God, War, Strikes, electrical storm, hurricane and, if needed, lack of access to its equipment at the Customer Site. All monies owed ISP and not in dispute must be paid in full before a credit is applied.
- 11.5.22. Credits must be requested within 30 days of service outage. The Customer is responsible for providing adequate voltage surge protection with a UPS for the ISP router/equipment at the Customer Demarcation.

12. ISP Technical Qualification Requirements

12.1. Technical Background:

The Internet Service Provider have expertise in managing large number of clients with the largest IT turnkey solution provider in Afghanistan and having greater scope in the market. The ISP must gain reputation for providing its clients across the country with design, procurement, integration, management and support of the best of breed enterprise customized turnkey solutions.

The ISP must have a number of significant inroads into the Afghan Market in recent months, is focusing its efforts on driving value, efficiency and profitability to its customers throughout every aspect of its business.

The ISP must have developed in-house support services for its clients that include continuous quality assurance, and post implementation evaluation services, furthermore, focuses on leading telecom technologies to encourage its clients and partners in the technology arena.

The ISP shall provide integrated end-to-end solutions for corporate & enterprises delivered over a redundant, common Internet backbone infrastructure as follow:

- OFC (Optical Fiber Connectivity)
- Fixed Wireless/WiMAX Internet Services
- IP VSAT Internet Services
- C-Band and Ku-Band Based SCPC & DVB Internet Service

12.2. **Redundant Backup Routes**

The ISP shall have multiple backup fiber optic routes as primary and backup routes to provide redundant internet services to its customers. The ISP should provide 100% internet connectivity via primary route, however in the event the primary route is down. Additionally, a backup route through reliable source shall automatically route through a complex BGP routing protocol with the availability of 65% bandwidth at the period of down time.

12.3. **Competent/Qualified Technical Team:**

The ISP must offer a three-tiered support structure built on a “resolution on initial contact” philosophy. As such, Help Desk analysts are trained to resolve the vast majority of reported problems during the initial interaction with the client, without transferring the caller to another support analysts.

The ISP must have qualified and competent technical team to provide support and resolve the problem at a particular given time, however in case the problem did not resolve in the given period of time, the helpdesk shall escalate the problem to tier 2 or tier 3 support.

Technical Engineer qualification and experience cisco certified and Maikrotik certified the certification must be valid, with more than 4 years' experience.

12.4. **Past Performance**

The ISP must have past performance experience for more than 10 years with potential customers such as UN, Embassies, NGOs, and Multi-National companies for providing internet solution over Fiber Microwave, WiMAX, Satellite, and IP VSAT.

Minimum three customer with equal or above 100 mbps bandwidth for reference check.

C. Expected Output

This RFP is for **provision of internet services to IDLO country office Afghanistan.**

D. Institutional Arrangement

The Contractor shall report regularly to the IDLO employee holding the post of ICT specialist (hereinafter the “Coordinator”) and as set forth in the General Terms and Conditions.

E. Duration of Contract

The initial period of the required services is for twelve (12) months with a tentative commencement date of 01 August 2022 and with possibility of extension up to a maximum period of one year, subject to satisfactory services (1+1).

F. Work Location

IDLO Afghanistan Country Office is located at the Baron Compound Near Kabul Airport, Kabul, Afghanistan with GPS coordination of (Latitude: 34.557564⁰ & Longitude: 69.222347⁰). Which is having around 100 users.

**ANNEX D
PROPOSAL SUBMISSION FORM**

(This Form must be submitted using the Supplier's Official Letterhead/Stationery in the format specified below as part of Financial Proposal)

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Services for **[INSERT AMOUNT OF MONEY AND CURRENCY]** as may be ascertained in accordance with the Financial Proposal (Price Schedule) attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 90 days from the date fixed for opening of Proposals in the Request for Proposals, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We hereby accept the IDLO's General Terms and Conditions in full and Payment Policy of payment within 30 days after delivery of service on presentation of complete and correct invoice.

We understand that you are not bound to accept any Proposal you may receive.

Company/Organization: _____

Name: _____

Title: _____

Date: **Select date**

Signature: _____

Duly authorized to sign this Proposal

ANNEX E
BIDDER INFORMATION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		
Legal name of Bidder	[Complete]		
Legal address	[Complete]		
Year of registration	[Complete]		
Bidder's Authorized Representative Information	Name: [Complete] Title: [Complete] Telephone numbers: [Complete] Email: [Complete]		
Are you an IDLO vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Countries of operation	[Complete]		
No. of full-time employees	[Complete]		
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]		
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]		
Contact person that IDLO may contact for requests for clarifications during Bid evaluation	Name: [Complete] Title: [Complete] Telephone numbers: [Complete] Email: [Complete]		
Please attach the following documents:	<ul style="list-style-type: none"> ▪ Certificate of Incorporation/ Business Registration ▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder ▪ Audited financial statements (balance sheets, including all related notes, and income statements) for the last 3 years 		

ANNEX F1- TECHNICAL PROPOSAL

A. Establishment and Experience

1. Company profile, including printed brochures and product catalogues relevant to the goods and/or services being procured, information on number of years in operation, country of incorporation, and types of activities undertaken.
2. General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
3. Relevance of specialized knowledge and experience on similar engagements done in the region/country within past 3 years; to be substantiated with copies of prior contracts, or contactable references and details of project size/scope
4. Experience working with other Inter-Governmental Organizations such as the World Bank and the United Nations and/or International Non-Governmental Organizations
5. Project resources planned to be assigned to this Contract (including CVs, certifications and qualifications of team members). Any new resources be recruited after award of contract?

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/Qualifications	<p><i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i></p> <p>[Insert]</p>
Professional certifications	<p><i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i></p> <ul style="list-style-type: none"> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert]
Employment Record/ Experience	<p><i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments]</i></p>

	<i>and any other information or professional experience considered pertinent for this assignment.]</i>	
	[Insert]	
References	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i>	
	Reference 1: [Insert]	Reference 2: [Insert]

B. Methodology

1. This section should demonstrate the Bidder’s responsiveness to the Terms of Reference (TOR) and has the highest percentage of Points
2. Explanation of the proposed overall methodology for producing the expected results of the TOR
3. Provide Detailed Project Implementation Plan showing Mobilization Timeline from the signing of the contract, how deliverable can be met on time from the time that the contract is signed
4. Please explain details of quality control points
5. Geographical coverage, including details of staff or offices or sub-contractors already operating in selected areas, if applicable

C. Reporting

Please explain progress reporting and final schedule

ANNEX F2- FINANCIAL PROPOSAL

The Bidder is requested to prepare the Financial Proposal/Price Schedule as a separate envelope from the rest of the RFP response as indicated in the Instructions to Bidders.

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The IDLO reserves the option to either lease/rent or purchase outright the equipment through the Bidder.

The format shown in the below table should be used while preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

*The rates and prices includes all necessary costs for all labour, materials, tools and utilities, all overhead, profit, taxes and duties, together with all general risks, liabilities, insurance and requirements set out or implied in the Agreement including **ANNEX-C, Terms of References.***

Bill of Quantities in U.S. Dollars

Internet Services for IDLO Country Office Afghanistan

No.	Description	Unit	Qty	Unit Rate USD	Total Amount USD
1	Min: 100 Mbps download / 100Mbps upload – Max: 200 Mbps download / 200Mbps upload 100% Internet bandwidth mentioned in paragraph 1.2 dedicated 1:1 with 100% bandwidth availability during the primary link and 65 % bandwidth during backup link (in accordance with the requirements set under annex-3, ToR)	Month	12		
2	Satellite equipment (if applicable)	Lump Sum	1		

3	Installation charges	Lump Sum	1		
Total:					

ANNEX G
IDLO SPECIAL CONDITIONS OF CONTRACT

- (a) Copy of National Identity Card (NIC) and valid passport for the winner bidder's key personnel will be required for vetting purposes.
- (b) No interim payments shall be made to the contractor.
- (c) Taxation: The contractor shall be personally and exclusively responsible for the payment to any and all applicable jurisdictions of taxes, charges or other levies, if any, with respect to compensation or other payments received from IDLO in connection with this service contract.

ANNEX H
IDLO GENERAL TERMS AND CONDITIONS FOR THE PROCUREMENT OF GOODS OR SERVICES
AND
IDLO SUPPLIER CODE OF CONDUCT

Any bid submission will imply the unconditional acceptance of IDLO General Terms and Conditions for Goods and Services and adherence to the Supplier Code of Conduct.

The documents are available on IDLO Procurement Website:

https://www.idlo.int/sites/default/files/documents/general_terms_and_conditions_for_services_feb_2022.pdf

<https://www.idlo.int/sites/default/files/documents/idlo-supplier-code-of-conduct.pdf>