

REQUEST FOR PROPOSAL
CONTRACT FOR THE PROCUREMENT OF INTERNET SERVICES

Reference: RFP No. **N_14_2020_AFG**

DATE: 21 January 2020

Dear Sir/Madam,

The International Development Law Organization (IDLO) kindly requests your Company/Organization to submit a Proposal for the **provision of Internet Services**.

Bidders requesting clarification on provisions stipulated in this ITB shall communicate those in writing to afg-tenders@idlo.int not later than 72 hours prior to the deadline for submission of bids. The requests for clarification should have **“Request for clarifications for RFP No. N_14_2020_AFG”** mentioned in the subject.

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

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

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| a. Instructions to Bidders | |
| b. Terms of Reference (TOR) | Annex 1 |
| c. Proposal Submission Form | Annex 2 |
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Bids shall be submitted to the following secure e-mail address: afg-tenders@idlo.int no later than **11th February 2020, 10:00 AM Kabul local time**. The prices will remain unchanged during the period of contract implementation. Email should have **“Bid for RFP No. N_14_2020_AFG”** mentioned in the subject line.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP.

IDLO encourages prospective Bidders to prevent and avoid conflicts of interest by disclosing to IDLO if any Bidder or its affiliates or personnel were involved in the preparation of the requirements, design, cost estimates, and other information used to prepare this RFP.

Instructions to Bidders

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>
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>
Currency of Proposals	<p>Proposals shall be nominated exclusively in USD.</p>
Clarification of solicitation documents	<p>A prospective Bidder requiring any clarification of the RFP (Solicitation Documents) may notify IDLO in writing to afg-tenders@idlo.int no later than 72 hours prior to the deadline for submission of Proposals. The requests for clarification will have “Request for clarifications for RFP No. N_14_2020_AFG” mentioned in the subject.</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.</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 the Bidders</p>
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>
Contents of solicitation documents	<p>Proposals must offer services for the total requirement, unless specified otherwise in this RFP. Proposals offering only part of the requirement will be rejected. 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</p>



Delivery Term & Place	Services are to be provided to: IDLO Country Office, located in The Baron Kabul, near KIAA/RS Abbey Gate, Hawa Shanasi Road, Khawaj Rawash, Kabul, Afghanistan.
Documents comprising the Proposal	The Proposal shall comprise the following components: <ol style="list-style-type: none"> 1. Proposal submission form (see Annex 2); 2. Price Schedule (see Annex 3); 3. Operational and technical part of the Proposal, including documentation to demonstrate that the Bidder and the Proposal meet all necessary requirements.
Proposal submission	<p>The Bidder shall structure the operational and technical part of its 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 operational and 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>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>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 initialed 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><u>The “Financial Proposal” file will contain Proposal submission form (see Annex 2) & Price Schedule (see Annex 3) and will be password-protected. IDLO will additionally communicate with Bidders for obtaining the password for Financial Proposal, if needed. Only financial proposals from Bidders whose technical proposals have passed technical evaluation will be opened.</u></p> <p>The Bidder shall scan and email the Proposal (consisting of Technical Proposal and Financial Proposal) to afg-tenders@idlo.int with the Subject: “Bid for RFP No. N_14_2020_AFG” before the deadline stipulated in this RFP.</p>
<p>Deadline for submission of Proposals</p>	<p>The Proposal shall be addressed to IDLO on or before 11th February 2020. 10:00 AM Kabul local time.</p>
<p>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>
<p>Validity Period of Proposals</p>	<p>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.</p>

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>
Right to accept, reject, or render non-responsive any or all Proposals	<p>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 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.</p>
Clarification of Proposals	<p>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.</p>
Preliminary examination	<p>IDLO will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.</p>
Correction of errors	<p>Any discrepancy between the unit price and the total price shall be re-computed by IDLO, 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 IDLO's re-computation and correction of errors, its Proposal will be rejected.</p> <p>No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by IDLO after it has received the Proposal.</p> <p>At the time of Award of Contract or Purchase Order, IDLO 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.</p>

<p>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 conforms to all the terms and conditions of the RFP without material deviations. IDLO's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.</p> <p>A Proposal determined as not substantially responsive will be rejected by IDLO and may not subsequently be made responsive by the Bidder by correction of the non-conformity.</p>
<p>Evaluation and comparison of Proposals</p>	<p>A two-stage procedure is utilised in evaluating the Proposals, 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>The contract will be awarded to the Proposal with highest combined score obtained in technical and financial evaluation.</p> <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>

Payment Terms	Payment will be processed within 30 days after successful provision of Services described in the Contract and acceptance by IDLO, and upon submission of Supplier's invoice.
General Terms and Conditions	Any Contract or Purchase Order that will be signed 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 IDLO, herein attached as Annex 6.

Annex 1: Terms of Reference

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 24/7 Internet bandwidth guaranteed (Upload and Download, Dedicated)*
The 100Mbps Bandwidth (Upload and Download, Dedicated) is required with three physical link installation 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. Background

- 2.1. IDLO Afghanistan Country Office is located at the Baron Compound Near Kabul Airport, Kabul, Afghanistan. Which is having around 100 users.

3. Scope of Work

- 3.1. 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:
- 3.2. 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.
- 3.3. Equipment: High quality and Reliable Microwave, Air Fiber 24 Ghz with over 1.4GBPS throughput capacity, free from frequency interference.
- 3.4. 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).

- 3.5. Reliable Internet Service support 99.9% SLA Guarantee
- 3.6. Speed: 100Mbps download / 100Mbps upload 100% Dedicated. The internet connection must be traffic-independent flat fee with unlimited usage.
- 3.7. 100% Data Security Dedicated Account Management
- 3.8. 24/7/365 technical support and Real-time access for monitoring to our internet link (access to our device)
- 3.9. /28 or at least /29 static publicly IP addresses (24/7routable)
- 3.10. Integration of the proposed Internet connection to the existing office network infrastructure
- 3.11. Provision of diagnostic reports and updates in case of connection failure
- 3.12. Provision of monthly utilization graphs and/or monitoring tool of link quality, bandwidth utilization and down time tracker
- 3.13. Delivery of an IPv6 ready and/or compliant connection
- 3.14. Entering into a Service Level Agreement which defines parameters of rebates for non-performance, etc.

4. Deliverables

- 4.1. The Internet Service Vendor shall be responsible for the following:
- 4.2. Providing IDLO with consistent and reliable access to the Internet and the WWW as specified in the submitted proposals and approved contracts;
- 4.3. 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;
- 4.4. Signed Service Level Agreement substantially similar to the Agreement attached hereto a Exhibit ___;
- 4.5. 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;
- 4.6. All the required services should be ready during free demo; and
- 4.7. Continuing service consistent with the continuity and speed demos by the vendor.

5. Additional Notes

- 5.1. 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.
- 5.2. Respondents are required to describe what alternate routing or fall-back 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.

- 5.3. IDLO shall have the option to visit the vendor's Network Operations Centre before finalizing and contract for goods and services.

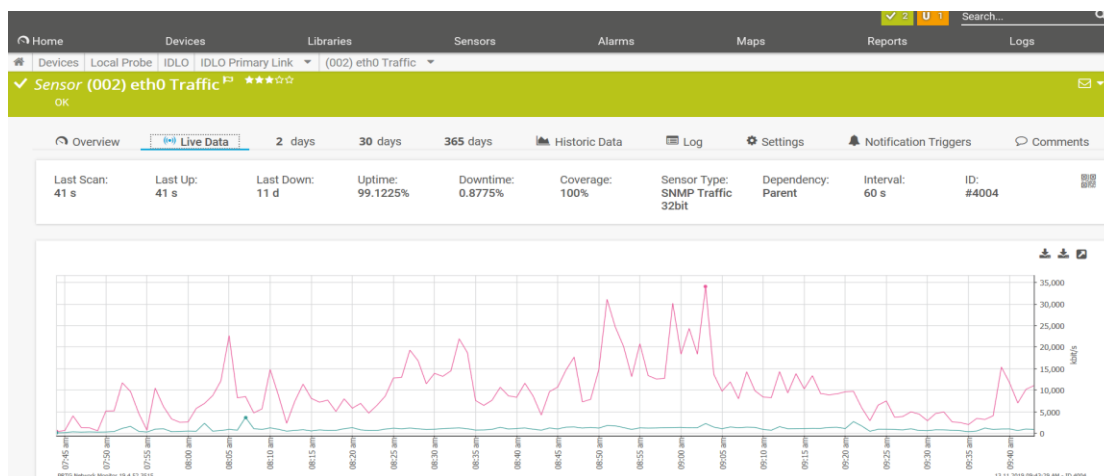
6. Service Acceptance

- 6.1. A "Certificate of Acceptance" shall be issued after a fifteen (15) working-day testing period, provided that the following conditions are met:
- 6.2. Speed of 100.0Mbps upload and 100.0Mbps download is attained (guaranteed bandwidth for both download and upload) 24/7;
- 6.3. 100mbps upload and 100mbps download must be provided simultaneously;
- 6.4. Average latency should not exceed more than 100ms, Proof of latency is required; and
- 6.5. Stable internet service connection and full access without any content or IP filtering.

7. Other Requirement

- 7.1. 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.
- 7.2. ISP shall provide a PRTG Network Monitor, enabling ICT unit to monitor and check the amount of requested bandwidth. See figure 1

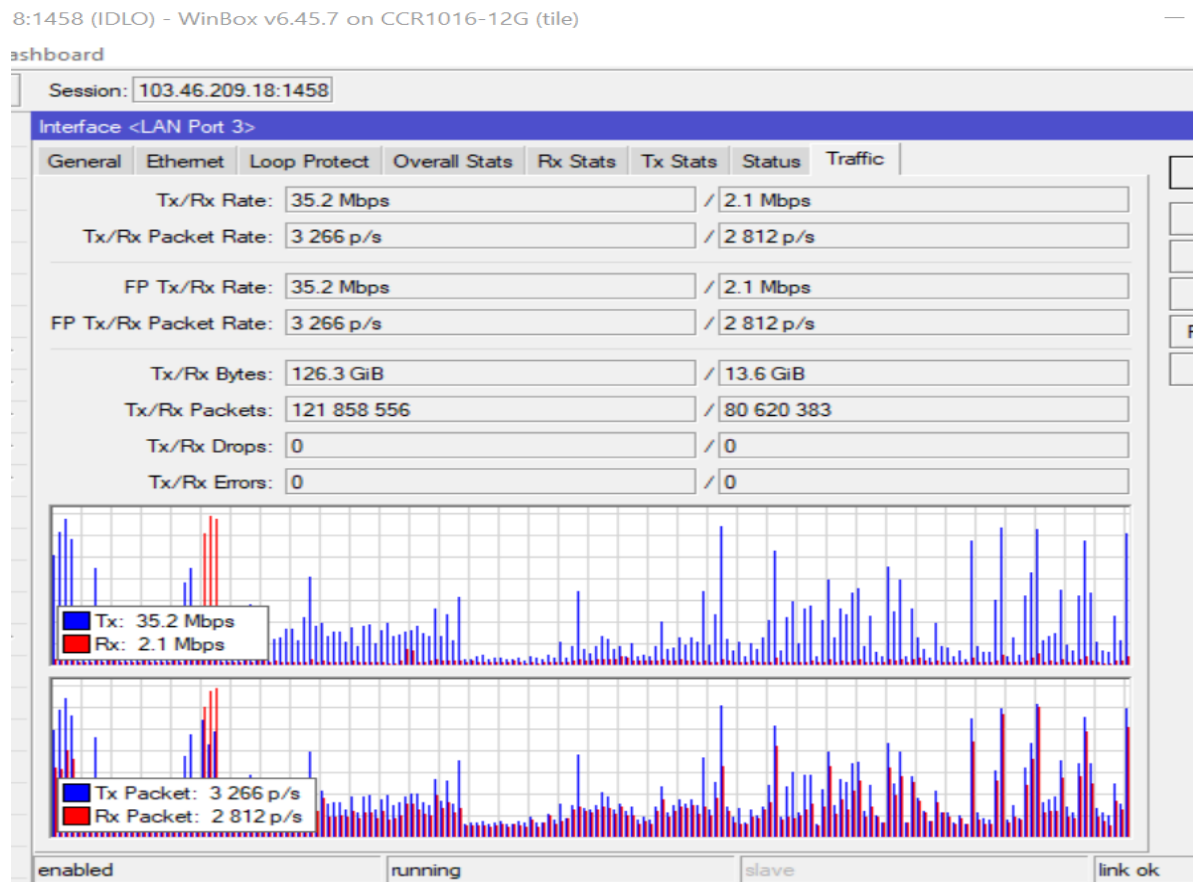
Figure 1



- 7.3. 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.

- 7.4. 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



- 7.5. 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.
- 7.6. ISP will provide a dedicated POC (Point of Contact) with its customer service/ Helpdesk Department in 24/7/365 and respond quickly
- 7.7. Installation of sites must be completed within two/three (2 to 3) calendar days.
- 7.8. 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.

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- 7.9. The ISP shall take care of all troubleshooting on timely manner within the contact period.
 - 7.10. Any technical issues related to internet shall be reported to IDLO ICT unit.
 - 7.11. 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.
 - 7.12. ISP must inform IDLO ICT before any maintenance or reasonably anticipated outage that will affect connectivity.
 - 7.13. In case of Internet down time, IDLO Afghanistan reserves the right to deduct down time from the monthly invoice.
 - 7.14. The Internet access must fully support reaching to outbound resources and networks identified in the RFP and these Terms of Reference.

8. Client Orientation

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

9. Duration of Contract

- 9.1. The initial period of the required services is for a Twelve (12) months with tentative commencement date of 01 April 2020 and with possibility of extension up to a maximum period of one year, subject to satisfactory services (1+1).

10. Payment:

- 10.1. 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.
- 10.2. 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.

11. Communications

- 11.1. All correspondence regarding this contract shall be communicated in the English language.

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- 11.2. 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.

12. Termination of Contract:

- 12.1. 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.

13. SERVICE LEVEL AGREEMENT:

13.1. Technical Support:

- 13.1.1. The ISP supports and monitors its service 24/7.
- 13.1.2. The ISP Support is available 24/7 support through our support call center and on-site support to all wireless broadband service customers.

13.2. ISP Standard Installation:

- 13.2.1. 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.
- 13.2.2. 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.

13.3. Access to Equipment:

- 13.3.1. 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.

13.4. Performance Guarantee:

- 13.4.1. 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:
- 13.4.2. Service Availability Guarantee: ISP guarantees 99.9% annual network availability.
- 13.4.3. Network Latency: less than 100ms from CPE router to our core network provided that link utilization is below 99%.

- 13.4.4. Packet Loss: less than 1% from CPE router to our core network provided than link utilization is below 99%.
- 13.5. Maintenance, Support and Conditions (SLA)
- 13.5.1. 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.
- 13.5.2. ISP shall maintain the enough spare components for maintaining required uptime guarantee.
- 13.5.3. ISP will do preventive maintenance (every 3 months) for upkeep of the supplied equipment/hardware.
- 13.5.4. 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.
- 13.5.5. 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.
- 13.5.6. 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.
- 13.5.7. 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.
- 13.5.8. If internet speed is reduced by 40% against 100Mbps for 3 consecutive hours, then 3% of deduction will be per hour from total of monthly payment as fine.
- 13.5.9. If internet speed is reduced by 75% against 100Mbps 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.
- 13.5.10. The ISP must have centralized trouble ticketing tool for call logging, monitoring and troubleshooting purpose.
- 13.5.11. Written notice of 72 hours in case of scheduled maintenance on the Internet services.
- 13.5.12. 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).

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- 13.5.13. 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).
- 13.5.14. 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.
- 13.5.15. The ISP should be able to provide online usage report through web.
- 13.5.16. Performance Reports (Real Time, Hourly, Daily, Weekly and Monthly).
- 13.5.17. Bandwidth Utilization, Uptime, Packet loss, Ping time.
- 13.5.18. Uptime guarantee (for the entire contract duration): 99.9% across 24x 7 calculated on monthly basis.
- 13.5.19. It will be the responsibility of the vendor to provide reports of Bandwidth usage and traffic to demonstrate that the SLA is being met.
- 13.5.20. Payments will be subject to satisfactory performance of the internet services based on monthly reports as per committed SLA and uptime.
- 13.5.21. 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.
- 13.5.22. 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.

14. ISP Technical Qualification Requirements

14.1. 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

14.2. 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.

14.3. Competent/Qualified Technical Team:

The ISP must offers 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

14.4. **Past Performance**

The ISP must have past performance experience for more than 10 years with potential customers such as UN, Embassies, NGO's 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.

14.5. **Evaluation**

The evaluation panel will evaluate the technical merits of all the proposals which have passed the preliminary examination of proposals based on the following weighting:

Technical Weighting:	70 % of total evaluation
Financial Weighting:	30 % of total evaluation

ISPs proposal will be evaluated based on the following criteria's:

- Addressing of IDLO's requirements and expectations (100)
- Quality of the technical solution proposed (100)
- Redundant Backup Routes Solution (200)
- Qualifications and competence of the personnel proposed for the assignment (100)
- Past performance check (200)

Technical Evaluation Criteria

Item	Technical Proposal Summary	Points Obtainable
1	Addressing of IDLO's requirements and expectations	100
2	Quality of the technical solution proposed	100
3	Redundant Backup Routes Solution	200
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	100
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	200
Total Points Obtainable		700

Annex 2: Proposal Submission Form

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

Date:

Signature:

—
Duly authorized to sign this Proposal

Position:

Company/Organization:

Annex 3: Price Schedule

The Bidder is asked to prepare the 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-I, Terms of Reference**.*

Bill of Quantities in U.S. Dollars

Internet Services for IDLO Kabul Office

No.	Description	Unit	Qty	Unit Rate USD	Total Amount USD
1	100 Mbps download / 100Mbps upload 100% dedicated 1:1 with 100% bandwidth availability during the primary link and 25 Mbps bandwidth during backup link (in accordance with the requirements set under annex-2, ToR)	Month	12		
2	Satellite equipment (if applicable)	Lump Sum	1		
3	Installation charges	Lump Sum	1		
Total:					

Annex 4: IDLO Special Conditions of Contract

1. Bidder should have valid business license. (copy is to be submitted as part of technical proposal).
2. Bidder should have corporate bank account. (copy is to be submitted as part of financial proposal).
3. 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 5: IDLO General Terms and Conditions for the Procurement of Services

Any bid submission will imply the unconditional acceptance of IDLO General Terms and Conditions for the Procurement of Services (see attachment).

Annex 6: IDLO Supplier Code of Conduct

IDLO recognizes the universal and fundamental values enshrined in international instruments in the areas of human rights, labor, environment and anti-corruption.

IDLO expects its Suppliers to respect fundamental social and human rights, and the equal rights of men and women, take responsibility for minimizing the environmental impact of their activities, endorse ethical business practices and reach the following goals:

1. **Supplier Relationships:** The provisions of this Code of Conduct set forth the expectations of all suppliers with whom IDLO does business. IDLO expects that these principles apply to suppliers, parent entities and subsidiary or affiliate entities, as well as all others with whom they do business including employees, subcontractors and other third parties. IDLO expects that suppliers ensure that the rules and standards of this Code of Conduct are communicated to the employees and subcontractors.

2. **Promoting the Principles of this Code of Conduct:** IDLO expects that its suppliers will establish and maintain appropriate management systems whose scope is related to the content of this Code of Conduct, and that they actively review, monitor and modify their management processes and business operations to ensure they align with the principles set forth in this Code of Conduct. All principles contained in this Code of Conduct are of equal importance independently of their order of appearance.

3. **Subcontracting:** IDLO expects that its suppliers encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct or equivalent set of principles.

Labor:

4. **Freedom of Association and Collective Bargaining:** IDLO expects its suppliers to recognize and respect the rights of employees to freely associate, organize and bargain collectively in accordance with the laws of the countries in which they are employed, as well as core international principles on Freedom of Association and collective bargaining. IDLO recognizes the importance of open communication and direct engagement between workers and management and suppliers are to respect the rights of workers to associate freely and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference or reprisal.

5. **Forced Labor:** IDLO expects its suppliers to prohibit any use of forced, bonded or indentured labor or involuntary prison labor, and embrace employment practices consistent with international rules on forced labor. All work, including overtime work, will be voluntary and workers should be free to leave upon reasonable notice. Suppliers should also not mandate that workers hand over government-issued identification; passports or work permits as a condition of employment.

6. **Child Labor:** IDLO expects its suppliers, at a minimum, not to engage in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The minimum admission to employment

or work shall not be less than the age of completion of compulsory schooling, normally not less than 15 years or 14 where the local law of the country

permits, deferring to the greatest age. Additionally, all young workers must be protected from performing any work that is likely to be hazardous or to interfere with the child's education or that may be harmful to the child's health, physical, mental, social, spiritual or moral development. All suppliers should also adhere to legitimate workplace apprenticeship programs and comply with all laws and regulations governing child labor and apprenticeship programs.

7. Discrimination: IDLO does not tolerate any form of discrimination in hiring and employment practices on the ground or race, color, religion, gender, sexual orientation, age, physical ability, health condition, political opinion, nationality, social or ethnic origin, union membership or marital status. IDLO also discourages discrimination regarding access to training, promotion, and rewards.

8. Working Hours: IDLO expects its suppliers to comply with all applicable working hour requirements as established by local law, and should never exceed 60 hours per week, including overtime, except in emergency or unusual situations. Suppliers must ensure that all overtime work is voluntary and compensated at the prevailing overtime rates. Suppliers are encouraged to ensure that workers are provided with one day off in every seven-day week.

9. Compensation: IDLO expects its suppliers to comply, at a minimum, with all wage and hour laws and regulations, including those pertaining to minimum wages, overtime wages, piece rates, other elements of compensation and to provide legally mandated benefits.

Human Rights:

10. Human Rights: IDLO expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.

11. Harassment, Harsh or Inhumane Treatment: IDLO expects its suppliers to create and maintain an environment that treats all employees with dignity and respect and will not use any threats of violence, sexual exploitation or abuse, verbal or psychological harassment or abuse. No harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.

12. Health and Safety: IDLO expects its suppliers to follow all relevant legislation, regulations and directives in country in which they operate to ensure a safe and healthy workplace or any other location where production or work is undertaken. At a minimum, suppliers should strive to implement recognized management systems, reasonable access to potable water and sanitary facilities; fire safety; emergency preparedness and response; industrial hygiene; adequate lighting and ventilation; occupational injury and illness and machine safeguarding. Suppliers will also ensure these same standards apply to any dormitory or canteen facilities.

13. Mines: IDLO expects its suppliers to strive not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

Environment:

14. Environmental: IDLO expects its suppliers to comply with existing legislation and regulations regarding the protection of the environment. Suppliers should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.

15. Chemical and Hazardous Materials: Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

16. Wastewater and Solid Waste: Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.

17. Air Emissions: Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge.

18. Minimize Waste, Maximize Recycling: Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

Drug trafficking and Terrorism:

19. Drug Trafficking: IDLO expects its supplier to warrant that neither they, nor any of their employees and subcontractors, are engaged in the manufacture, sale, transportation, or distribution of any drug or narcotic substance deemed to be illegal in either the country of manufacture or delivery of the goods or services to be provided to IDLO.

20. Terrorism: IDLO expects its supplier to warrant that neither they, nor any of their employees and subcontractors, are engaged directly or indirectly in terrorism, or in the finance or support to terrorists.

Bribery & Corruption:

21. Corruption: IDLO expects its suppliers to adhere to the highest standard of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including extortion, fraud, or bribery, at a minimum.

22. Conflict of Interest: IDLO suppliers are expected to disclose to IDLO any situation that may appear as a conflict of interest, and disclose to IDLO if any IDLO official or professional under contract with IDLO may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier.

23. Gifts and Hospitality: IDLO does not accept any type of gift or any offer of hospitality. IDLO will not accept any invitations to sporting or cultural events, offers of holidays or other recreational trips, transportation, or invitations to lunches or dinners. IDLO expects its

suppliers not to offer any benefit such as free goods or services or a work position or sales opportunity to an IDLO staff member in order to facilitate the suppliers business with IDLO.

24. Monitoring and Evaluation: IDLO may conduct on-site evaluations and inspections of its supplier's facilities and those of their subcontractors to review their progress towards these principles. It is the expectation of IDLO that suppliers, at a minimum, have established clear goals toward meeting the standards set forth in this Code of Conduct. IDLO may monitor that milestones have been set and management systems have been put in place to ensure that the principles set out in this Code of Conduct have been met and failure to do so may impact the future ability of a supplier to do business with IDLO.