



FONDS DES NATIONS UNIES POUR L'ENFANCE

UNICEF KINSHASA (RD CONGO)
Attention: Supply & Logistics Unit
Concession Immotex, n° 372,
Avenue Colonel Mondjiba
KINSHASA / NGALIEMA

PUBLICATION DATE: 31th, January 2014

REQUEST FOR PROPOSAL FOR SERVICES LRPS-2014-9110327

MOBILE GATEWAY HOSTING –AGGREGATOR

OFFERS IN SEALED ENVELOPE SHOULD BE SENT TO:

UNICEF
Attention: Supply and Logistics Unit
Concession Immotex (ex-Utexasfrica, avenue Colonel Mondjiba, No. 372,
Kinshasa - Ngaliema.

The reference **LRPS-2014-9110327 - MOBILE GATEWAY HOSTING –AGGREGATOR** must be shown on the envelope. Offers MUST be received by latest by 14:00 hours Kinshasa local time on 28 February 2014 and will be publicly opened at 14:30 hours Kinshasa local time on 28 February 2014.

Offers received after the stipulated date and time will be invalidated.

A pre tender meeting will be organized in the premises of UNICEF in Kinshasa on Thursday, February 13th at 2 p.m. (local time) where bidders are invited to attend (maximum 2 people per tenderer).

Tenderers are invited to confirm their intention to participate by e-mail: rdcinfoprocurement@unicef.org, to enable sharing of information / clarifications/ any amendment to tender documents. Clarifications will also be posted on the UNICEF Pona Bana website at the following address: <http://ponabana.com/nos-appels-doffres/>

REQUEST FOR PROPOSAL FOR SERVICES FORM

This FORM must be completed, signed and return to UNICEF.
Proposal must be made in accordance with the instructions contained in this Request for Proposal for Services (RFPS).

TERMS AND CONDITIONS OF CONTRACT

Any Contract resulting from this RFPS shall contain UNICEF General Terms and Conditions for Institutional and Corporate Contracts and any other Specific Terms and Conditions detailed in this RFPS.

INFORMATION

Any request for information regarding this RFPS must be forwarded by email: rdcinfo@procurement@unicef.org, with specific reference to the RFPS number.

The Undersigned, having read the Terms and conditions of RFPS No. **LRPS 2014-9110327** set out in the attached document, hereby offers to execute the services specified in this document.

Signature: _____

Date: _____

Name & Title: _____

Company: _____

Postal Address: _____

Tel No: _____

Fax No: _____

E-mail Address: _____

Currency of Proposal: _____

Validity of Proposal: _____

Please indicate which of the following Payment Terms are offered by you:

10 Days 3.0% ___ 15 Days 2.5% ___ 20 Days 2.0% ___ 30 Days Net ___ Other ___

INSTRUCTIONS TO BIDDERS

1 MARKING AND RETURNING PROPOSALS

1.1 SEALED PROPOSALS must be dispatched to arrive at the UNICEF office indicated NO LATER THAN the 28th of February 2014 at 14:00hrs. Proposals received in any manner other than as outlined in clauses 1.3 to 1.5, will be INVALIDATED.

1.2 Proposals shall be submitted in duplicate, in English, and shall be sealed in 1 outer and 2 inner envelopes and all envelopes shall indicate the bidders name and address. The outer envelope shall be addressed as follows:

Attention: Supply and Logistics Unit
UNICEF Kinshasa Country Office
Address: 374, av. colonel Mondjiba, Concession Immotex, Ngaliema, Kinshasa, DR CONGO.
LRPS 2014-9110327 - **MOBILE GATEWAY HOSTING -AGGREGATOR.**

1.3 The first inner envelope shall be marked "Technical Proposal" and addressed in the same manner as the outer envelope, and shall contain the following documentation:

- (a) Proposed methodology/strategy for completion of the work;
- (b) The Supplier profile, including establishment, experience, client list etc.;
- (c) The proposed team who will complete the work, including leader, members, experience and capability;
- (d) Any other technical information that is relevant to the requirement.

1.4 The 2nd inner envelope shall be marked "Price Proposal" and addressed in the same manner as the outer envelope, and shall contain the following documentation:

- (a) Bidder registration/incorporation documents;
- (b) Audited financial statements for the past 2 years;
- (c) Price.

1.5 The Price Proposal must cover all the services to be provided, and must itemize the following:

- (a) A summary of the total cost for the proposed services, excluding taxes from which UNICEF is exempt and as outlined in clause 15 of these Instructions and in clause 5 of the General Terms and Conditions;

- (b) Other costs, if any, indicating nature and breakdown;
- (e) A proposed schedule of payments, all of which must be expressed and will be affected in USD.
- (f) Financial Offer should include mode of payment, however, UNICEF preferred Terms of Payment is:
 - Net 30 days after satisfactory completion of assignment

1.6 Information which the bidder considers to be proprietary should be clearly marked as such. All information provided by the bidder will be treated as confidential and used for UNICEF internal purposes only.

2 TIMES FOR RECEIVING PROPOSALS

2.1 Sealed Proposals received prior to the stated closing time and date will be kept unopened. Proposals will be opened when the specified time has arrived and no Proposal received thereafter will be considered.

2.2 UNICEF will accept no responsibility for the premature opening of a Proposal which is not properly addressed or identified.

2.3 Modification by registered mail of sealed Proposals already submitted in a sealed envelope will be considered if received prior to the closing time and date.

3 PUBLIC OPENING OF PROPOSALS

3.1 Bidders, or their authorized representative, may attend the public opening of the RFP at the time, date and location specified (Maximum 2 representatives per bidder) The only envelope that will be opened at public bid opening is the Technical Proposal.

4 REQUESTS FOR INFORMATION

4.1 Any request for information regarding the bid should be forwarded by e-mail: rdcinfoprocurement@unicef.org

5 CORRECTIONS

5.1 Erasures or other corrections in the Proposal must be explained and the signature of the Bidder shown alongside

6 MODIFICATIONS AND WITHDRAWAL

6.1 All changes to a Proposal must be received prior to the closing time and date. It must be clearly indicated that it is a modification and supersedes the earlier Proposal, or state the changes from the original Proposal.

6.2 Proposals may be withdrawn on written or faxed request received from Bidders prior to the opening time and date. Negligence on the part of the Bidder confers no right for the withdrawal of the Proposal after it has been opened.

7. VALIDITY OF PROPOSALS

7.1 Proposals should be valid for a period of not less than 90 days after RFP opening, unless otherwise specified in the Specific Terms and Conditions. Bidders are requested to indicate the validity period of their Proposal, as UNICEF may award additional contracts against the lowest acceptable proposal if requests for identical services are received during the Proposal validity period. UNICEF may also request the validity period to be extended.

8. DISCOUNTS

8.1 Discounts on faster payment are acceptable to UNICEF. Time in connection with discounts offered will be computed from the date of receipt at UNICEF office of FULLY PAYMENT DOCUMENTATION as specified in the Contracts. Any discounts for any reason other than those mentioned on the RFP Form must be stated on the Proposal.

9 QUALITY ASSURANCES

9.1 If the Bidder is already certified, or in the process of being ISO certified, this should be clearly indicated in the Proposal and a copy of the Certificate attached to the Bid.

10 RIGHTS OF UNICEF

10.1 UNICEF reserves the right to INVALIDATE any Proposal for reasons mentioned above, and, unless otherwise specified by UNICEF or by the Bidder, to accept any item in the Proposal.

10.2 UNICEF reserves the right to INVALIDATE any Proposal received from a Bidder who, in the opinion of UNICEF, is not in a position to perform the contract.

11 EVALUATIONS OF PROPOSALS

11.1 Following closure of the RFP, proposals will be evaluated by a UNICEF evaluation team to assess their merits. The evaluation will be restricted to the contents of the proposals, bidder profile, relevant experience, client list, financial status and price proposal.

11.2 A 2 (TWO) stage procedure will be utilized in evaluating proposals, with evaluation of the Technical Proposal being completed prior to any evaluation of the Price Proposal. Technical Proposals will be evaluated for compliance with the mandatory requirements of the RFP. Mandatory requirements are minimum requirements for the proposals to be considered. Evaluation will be on a simple pass/fail basis. Mandatory requirements will be indicated throughout this RFP by the words "mandatory", "shall", "must", or "will" in regard to obligations on the part of the proposer. Proposals deemed not to meet all of the mandatory requirements will be considered non-responsive and rejected at this stage without further consideration.

11.3 The Technical Proposal has a total possible value of 70 points. Technical Proposals receiving 49 points or higher, will be considered technically responsive and the Price Proposal will be opened. Proposals which are considered none technically compliant and non-responsive will not be given further consideration.

11.4 The total number of points allocated for the Price Proposal is 30. The maximum number of points will be allocated to the lowest price proposal that is opened and compared among those bidders which obtain the threshold points in the evaluation of the Technical Proposals. All other Price Proposals shall receive points in inverse proportion to the lowest price.

12 AWARDS / ADJUDICATION OF PROPOSALS

12.1 The final selection of the most responsive proposals will be based on the best proposal overall, in terms of technical score and price. UNICEF reserves the right to make multiple arrangements for any services where, in the opinion of UNICEF, the lowest acceptable Bidder cannot fully meet the delivery requirements or if it is deemed to be in UNICEF's best interest to do so. Any arrangement under this condition will be made on the basis of the lowest, second lowest and third lowest, etc. bid which meets all the requirements in paragraph 11.1 above.

13 ERRORS IN PROPOSAL

13.1 Bidders are expected to examine all Schedules and all Instructions pertaining to the RFP. Failure to do so will be at Bidders own risk. In case of errors in the extension price, unit price shall govern.

14 RFP TERMS AND CONDITIONS

14.1 This RFP and any responses thereto, shall be the property of UNICEF. In submitting a proposal, the bidder acknowledges that UNICEF reserves the right to:

- (a) Visit and inspect the bidders' premises;
- (b) Contact any/all referees provided;
- (c) Request additional supporting or supplementary information;
- (d) Arrange interviews with the proposed project team/consultants;
- (e) Reject any/all of the proposals submitted;
- (f) Accept any proposals in whole or in part;
- (g) Negotiate with the most favorable bidder;
- (h) Award contracts to more than 1 bidder, as UNICEF considers being in its best interests.

14.2 Bidders shall bear all costs associated with the preparation and submission of proposals, and UNICEF shall not be responsible for these costs, irrespective of the outcome of the bidding process.

15. Liquidation Damages

15.1 If Contractors fail to meet requirements including delivery date, UNICEF shall be entitled to liquidate damages in the amount of 0.5 per cent of the value of contract per day from the date of such failure until it is cured, up to a maximum of ten per cent (10%) of the value thereof.

16. VAT

16.1 UNICEF is exempted from VAT or any other taxes. Therefore, prices quoted must be without VAT and any other taxes. However the successful bidder will be required to submit invoice with VAT for payment and the invoice must have pre-requisite stamp from VAT Department.

EVALUATION SHEET

1. OVERALL RESPONSE (10)

- Understanding of, and responsiveness to, UNICEF Country Office requirements in terms upholding services.
- Overall concord between UNICEF requirements and the proposals.

2. STANDARD STRATEGY/METHODOLOGY FOR EVALUATION (35)

- Proposed methodology and description of how the institute/company is intending to perform the works for UNICEF.
- Innovativeness and comprehensiveness of the proposed approach to the tasks described.

Perform the works for UNICEF - Innovativeness and comprehensiveness of the proposed approach to the tasks described.

3. TECHNICAL CAPACITY (25)

Company's Background

- Full address and location of registered offices
- Details of registrations
- Summary of corporate structure and business area
- Details of infrastructure in office
- Number and type of employees
- Audited financial statements for previous 2 years
- Incorporation documents
- All International companies applying for this tender must

clearly indicate any partnerships with local companies, as well as the legal status of these partnerships.

Experience and Expertise

- It would be recommended that the Company has a recognized registered company in the field of telecommunication and services including experience for entities comparable in size and complexity.
- Sound experience in having successfully completed similar assessments.
- Provision of at least 3 references from clients for whom the bidder has carried out similar projects, along with the designations, contacts, etc., and who will be in a position to certify about the performance of the company.
- Provision of CVs for relevant professional experienced staff with details of past experience and proof of qualifications.

4. PRICE: (30)

Pricing must indicate:

- Set-up costs
- Annual or monthly fees
- Pricing per SMS sent and received. This cost should take into consideration the volume of sms sent/received per poll as follows:

0 - 20 000 sms
20 001 - 100 000 sms
100 001 - 200 000 sms
200 001 - 300 000 sms
300 001 - 400 000 sms
400 001 - 500 000 sms
500 001 - > sms

**UNICEF GENERAL TERMS AND CONDITIONS
FOR INSTITUTIONAL/CORPORATE CONTRACTS**

1. Acknowledgment copy

Signing and returning the acknowledgment copy of a contract issued by UNICEF or beginning work under that contract shall constitute acceptance of a binding agreement between UNICEF and the Contractor.

2. Delivery Date

Delivery Date to be understood as the time the contract work is completed at the location indicated under Delivery Terms.

3. Payment Terms

(a) UNICEF shall, unless otherwise specified in the contract, make payment within 30 days of receipt of the Contractor's invoice which is issued only upon UNICEF's acceptance of the work specified in the contract.

(b) Payment against the invoice referred to above will reflect any discount shown under the payment terms provided payment is made within the period shown in the payment terms of the contract.

(c) The prices shown in the contract cannot be increased except by express written agreement by UNICEF.

4. Limitation of Expenditure

No increase in the total liability to UNICEF or in the price of the work resulting from design changes, modifications, or interpretations of the statement of work will be authorized or paid to the contractor unless such changes have been approved by the contracting authority through an amendment to this contract prior to incorporation in the work.

5. Tax Exemption

Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the UN, including its subsidiary organs, is exempt from all direct taxes and is exempt from customs duties in respect of articles imported or exported for its official use. Accordingly, the Vendor authorizes UNICEF to deduct from the Vendor's invoice any amount representing such taxes or duties charged by the Vendor to UNICEF. Payment of such corrected invoice amount shall constitute full payment by UNICEF. In the event any taxing authority refuses to recognize the UN exemption from such taxes, the Vendor shall immediately consult with UNICEF to determine a mutually acceptable procedure.

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

6. Legal Status.

The Contractor shall be considered as having the legal status of an independent contractor vis-a-vis UNICEF. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNICEF.

7. Contractor's Responsibility for Employees

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local customs and conform to a high standard of moral and ethical conduct.

8. Indemnification

The Contractor shall indemnify, hold and save harmless and defend, at its own expense, UNICEF, its officials, agents, servants and employees, from and against all suits, claims, demands and liability of any nature or kind, including their costs and expenses, arising out of the acts or omissions of the Contractor or its employees or sub-contractors in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, product liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

9. Insurance and Liabilities to Third Parties

- (a) The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- (b) The Contractor shall provide and thereafter maintain all appropriate workmen's compensation and liability insurance, or its equivalent, with respect to its employees to cover claims for death, bodily injury or damage to property arising from the execution of this Contract. The Contractor represents that the liability insurance includes sub-contractors.
- (c) The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of work under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

(d) Except for the workmen's compensation insurance, the insurance policies under this Article shall:

(i) Name UNICEF as additional insured;

(ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNICEF;

(iii) Provide that UNICEF shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

(e) The Contractor shall, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article.

10. Source of Instructions

The Contractor shall neither seek nor accept instructions from any authority external to UNICEF in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNICEF or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNICEF.

11. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNICEF against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

12. Title to Equipment

Title to any equipment and supplies which may be furnished by UNICEF shall rest with UNICEF and any such equipment shall be returned to UNICEF at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment when returned to UNICEF, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

13. Copyright, Patents and Other Proprietary Rights

UNICEF shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At UNICEF's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and

transferring them to the UNICEF in compliance with the requirements of the applicable law.

14. Confidential Nature of Documents

- (a) All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNICEF, shall be treated as confidential and shall be delivered only to the UN authorized officials on completion of work under this Contract.
- (b) The Contractor may not communicate any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF which has not been made public except with the authorization of the UNICEF; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract with UNICEF.

15. Force Majeure; Other Changes in Conditions

- (a) In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNICEF of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNICEF of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice required under this Article, UNICEF shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract.
- (b) If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNICEF shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 14, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- (c) Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or force.

16. Termination

If the Contractor fails to deliver any or all of the deliverables within the time period(s) specified in the contract, or fails to perform any of the terms, conditions, or obligations of the contract, or should

the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the contractor, UNICEF may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate the Contract, forthwith, in whole or in part, upon thirty (30) days notice to the Contractor.

UNICEF reserves the right to terminate without cause this Contract at any time upon thirty (30) days prior written notice to the Contractor, in which case UNICEF shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

In the event of any termination no payment shall be due from UNICEF to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this contract.

Upon the giving of such notice, the Contractor shall have no claim for any further payment, but shall remain liable to UNICEF for reasonable loss or damage which may be suffered by UNICEF for reason of the default. The Contractor shall not be liable for any loss or damage if the failure to perform the contract arises out of force majeure.

Upon termination of the contract, UNICEF may require the contractor to deliver any finished work which has not been delivered and accepted, prior to such termination and any materials or work-in-process related specifically to this contract. Subject to the deduction of any claim UNICEF may have arising out of this contract or termination, UNICEF will pay the value of all such finished work delivered and accepted by UNICEF.

The initiation of arbitral proceedings in accordance with Article 22 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

17. Sub-Contracting

In the event the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval and clearance of UNICEF for all sub-contractors. The approval of UNICEF of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and in conformity with the provisions of this Contract.

18. Assignment and Insolvency

1. The Contractor shall not, except after obtaining the written consent of UNICEF, assign, transfer, pledge or make other dispositions of the Contract, or any part thereof, of the Contractor's rights or obligations under the Contract.

2. Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, UNICEF may, without prejudice to any other rights or remedies, terminate the Contract by giving the Contractor written notice of termination.

19. Use of UNITED NATIONS and UNICEF Name and Emblem

The Contractor shall not use the name, emblem or official seal of the United Nations or UNICEF or any abbreviation of these names for any purpose.

20. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNICEF or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

21. Prohibition on Advertising

The Contractor shall not advertise or otherwise make public that the Vendor is furnishing goods or services to UNICEF without specific permission of UNICEF.

22. Settlement Of Disputes

Amicable Settlement

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

Arbitration

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party or the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. In addition, the arbitral tribunal shall have no authority to award interest in excess of six percent (6%) and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

23. Privileges and Immunities

The privileges and immunities of the UN, including its subsidiary organs, are not waived.

24. Child Labour

UNICEF fully subscribes to the Convention on the Rights of the Child and draws the attention of potential suppliers to Article 32 of the Convention which inter alia requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

25. ANTI-PERSONNEL MINES

UNICEF supports an international ban on the manufacture of anti-personnel mines. Anti-personnel mines have killed and maimed thousands of people, of whom a large proportion are children and women. Anti-personnel mines present a serious obstacle to the return of populations displaced from their residences by fighting around their villages and homes. UNICEF has, therefore, decided not to purchase products from companies that sell or manufacture anti-personnel mines or their components.

26. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNICEF unless provided by an amendment to this Contract signed by the authorized official of UNICEF.

27. REPLACEMENT OF PERSONNEL

UNICEF reserves the right to request the Contractor to replace the assigned personnel if they are not performing to a level that UNICEF considers satisfactory. After written notification, the Contractor will provide curriculum vitae of appropriate candidates within three (3) working days for UNICEF review and approval. The Contractor must replace the unsatisfactory personnel within seven (7) working days of UNICEF's selection.

If one or more key personnel become unavailable, for any reason, for work under the contract, the Contractor shall (i) notify the project authority at least fourteen (14) days in advance, and (ii) obtain the project authority's approval prior to making any substitution of key personnel. Key personnel are designated as follows:

(a) Personnel identified in the proposal as key individuals (as a minimum, partners, managers, senior auditors) to be assigned for participation in the performance of the contract.

(b) Personnel whose resumes were submitted with the proposal; and

(c) Individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations.

In notifying the project authority, the Contractor shall provide an explanation of circumstances necessitating the proposed replacement(s) and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement.

Acceptance of a replacement person by the project authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the contract.

UNICEF-DR Congo: TERMS OF REFERENCE (TOR)

Project/Assignment Title: Mobile Gateway Hosting - Aggregator

1. Background (attach documents if necessary):

UNICEF DRC plans to utilize SMS technology to conduct various programs intended to have positive social impact in DR Congo. This shall involve receiving SMS from identified target groups as well as sending SMS to them, using a dedicated short code numbers.

2. Purpose of Assignment:

Key to UNICEF's goals, all SMS's which are sent to the dedicated short code numbers shall not be charged. The short code numbers will be toll-free to the users of the short codes, and UNICEF and its partners shall meet the cost of the inbound and outbound SMS's. The short code shall be provided by UNICEF.

The Company will design, implement and host an SMS Gateway application serving all 11 DRC provinces via all telecom operators :

- Obtain, configure and deploy ALL the necessary hardware and software.
- Configure and deploy the 'solution'.
- Ensure secure connectivity to the Kannel SMS gateway on U-report server.
- Ensure secure connectivity via Telecom operators to U-reporters.
- Provide systems support and administration.

The Company shall provide hosting, maintenance and support for the mobile gateway at fixed rates for as long as UNICEF requests these Services. The Company will supply all equipment, materials, supplies and tools required to perform the Services. It is recommended that the Company will be operational within one month (30 calendar days) after signing the contract.

SMS traffic for the short code will be routed through the company's existing SMPP interconnections with the operators and forward to UNICEF servers. The Company will then receive SMS from the designated UNICEF's servers and terminate these SMS to the mobile subscribers on all telecom networks. The HTTP protocol shall still be used as an interface through which UNICEF may deliver SMS to mobile subscribers.

The Company will provide fixed rate charges for SMS usage including system generated traffic reports for incoming and outgoing SMS services, which will be cross checked with UNICEF databases for validation, and billed on a monthly basis.

The Company will specify and guarantee a minimum throughput capacity on all telecom networks.

The Company shall provide access to incoming and outgoing SMS queues to and from the Companies' platform.

The Company shall ensure only SMS with higher priority are sent out to the telecom companies between 8.00pm and 6.00am (using the "priority flag" available in the SMPP protocol). SMS that are still queued on the company's server shall remain stored and sent out the following day.

The Company will report any faults to UNICEF without delay, using its automated alert system. The Company shall without delay provide alerts of when there are technical faults with telecoms once the fault has lasted more than 5 minutes.

The Company is responsible for any unforeseen costs introduced by telephone networks. These are not to be passed along to the Agency without express consent. The Gateway provider will be responsible for any new costs not captured in the contract.

The Company will manage relationships with the telephone networks to fix technical faults and billing discrepancies. The Company will provide in its offer a detailed time-line and methodology for the implementation of the tasks described in paragraph 4.

3. Duration: The project is programmed for an initial period of four years. The Company will be

contracted for an initial period of 1 year, renewable subject to satisfactory performance.

4. Description of assignment: (provide detail and in quantitative terms, add pages if required)

Tasks	End Product/deliverables	Time frame
a. The company shall activate the toll-free short codes obtained by UNICEF DRC on all major networks (Airtel, Vodacom, Tigo, Orange, Africell)	Documentation on SMPP connections.	4 weeks after signing of the contract (Recommended)
b. Integration and Testing with UNICEF servers.	Documentation on testing.	Within 5 business days of activation of short codes on all major networks
c. The Company shall provide hosting, maintenance and support at fixed rates for as long as UNICEF requests these services.	Confirmation of activation of services.	Within 5 business days of activation of short codes on all major networks, all set-up shall be completed. Further support shall be ongoing and billed monthly.
d. The Company shall provide a tracking account for all outgoing and incoming SMS, through which UNICEF may monitor costs of the incoming and outgoing SMS. These will be billed at fixed rates	Tracking account accessible via the internet	Within 5 business days of activation of short codes on all major networks, all set-up shall be completed. Further support shall be ongoing and billed monthly.
e. Provide incoming and outgoing SMS gateway services for short codes licensed to UNICEF DRC for all major networks.	Monthly invoices and (system generated) reports on all traffic for incoming and outgoing SMS for all short codes licensed to UNICEF.	Monthly

7. Payment plan

- One-time fee for activation of 1 short code on all telecom networks and connection with UNICEF server, including all integration, testing and setup costs.
- Monthly SMS gateway hosting services for inbound and outbound SMS to all telecom networks: SMS costs invoiced monthly, based on actual traffic and scalable bulk SMS discounts, one blended cost per SMS for all incoming and outgoing traffic for all networks. Any discounts given by the telecom operators for UNICEF will be reflected in the cost per sms.
- Financial submissions must be made according to the below template:

INSERT NAME OF COMPANY	
1 time set-up fee	
Yearly or Monthly fee	
Variable fees (sms)	
<i>Fee incoming sms</i>	
0 - 20 000 sms	
20 001 - 100 000 sms	
100 001 - 200 000 sms	
200 001 - 300 000 sms	
300 001 - 400 000 sms	
400 001 - 500 000 sms	
500 001 - > sms	
<i>Fee outgoing sms</i>	
0 - 20 000 sms	
20 001 - 100 000 sms	
100 001 - 200 000 sms	
200 001 - 300 000 sms	
300 001 - 400 000 sms	

400 001 - 500 000 sms	
500 001 - > sms	

8. Qualifications or specialized knowledge/experience required:

- It is required that the Company has proven experience providing high quality hosting, maintenance and support for requested SMS services. The Company must provide at least 3 references of similar assignments.
- It is recommended that the Company has at least 2 years software development experience on UNIX platforms, real time SMS applications, and SMS content provision applications.
- Proven experience negotiating with telecom operators in DRC will provide a distinct advantage. For companies applying from outside of DRC, in case of partnership with local partner(s), a copy of the partnership agreement and the background/corporate information/registration documents of both the leading company and the partners shall be included in the offer.
- It is recommended that the Company has prior work experience providing services to the United Nations.