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| UNITED NATIONS |  HQ NKB (MONUSCO)  | NATIONS UNIES |
| United Nations Organizations Stabilization Mission in the Democratic Republic of the Congo | | Mission de l'Organisation des Nations Unies pour la Stabilisation en Republique Democratique du Congo |

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Colonel Naveen Kumar
Contingent Commander
INDBATT-II (MONUSCO)

01/Proc/UN/ISAT-2/RFP

04 Sep 2017

INVITATION OF COMMERCIAL BID FOR SUPPLY OF INMARSAT ISAT PHONE- 2

Dear Sir,

1. HQ North Kivu Brigade (NKB) (MONUSCO), Goma on behalf of Government of India, intends to procure **INMARSAT ISAT – 2**. A bid for the same is hereby invited for and on behalf of President of India for supply of **10 x quantity of INMARSAT ISAT - 2**. The tender reference No is **01/Proc/UN/ISAT-2/RFP** dated **04 Sep 2017**.

2. This Request for Proposal (RFP) consists of three parts as indicated below:-

(a) **Part I.** The first part consists of the general requirement of the equipment, the numbers required, the time frame for deliveries, maintenance and warranty/ guarantee conditions, etc. It includes procedure and last date and time for submission of offers. It also clarifies evaluation and acceptance criteria.

(b) **Part II.** The second part of the RFP incorporates the aspects of Service Qualitative Requirements (SQRs) describing the technical parameters of the proposed equipment. The **Technical Compliance Certificate** for the specifications and features that should be met by the equipment are elucidated at **Appendix A**.

(c) **Part III.** The third part of the RFP consists of the commercial clauses and Standard clauses of contract. The bidder is required to give confirmation of their acceptance of these clauses.

3. The content of this RFP will automatically be considered as part of the contract concluded with successful bidder as selected by the Buyer. The RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof and withdraw the RFP "should it become necessary" at any stage. The end user of the equipment is the Indian Army.



4. The address and contact numbers for sending Bids and seeking clarification regarding this RFP is given below:-

| | | | |
|-----|----------------------------------|---|--|
| (a) | Queries to be addressed to : | OIC Procurement, HQ North Kivu Brigade | monusco-nkb-oicproc@un.org |
| (b) | Postal address for sending Bids: | Procurement Committee, HQ North Kivu Brigade, MONUSCO, TMK, Goma (North Kivu), DRC | monusco-nkb-oicproc@un.org |
| (c) | Contact personnel | 1. Col Naveen Kumar, Chairperson Procurement Committee 2. Lt Col Anshul Gaur OIC Procurement | monusco-nkb-indbatt2-co@un.org monusco-nkb-oicproc@un.org |

PART I: GENERAL REQUIREMENTS

5. **Items Required**. The items which are to be procured along with quantity is given below:-

| Ser No | Items | Quantity |
|--------|------------------|----------|
| (a) | INMARSAT ISAT- 2 | 10 |

6. Commercial offers will be evaluated only if the technical specifications have been found correct post technical evaluation by Technical evaluation committee. The evaluation criteria and price Bid format will be covered under Para 8. It is highlighted that submission of incorrect format / incomplete Price bid format will render the offer liable for rejection.

7. The Commercial Proposals should be send on email to monusco-nkb-oicproc@un.org clearly endorsing in subject as **Commercial Bid for INMARSAT ISAT 2**. Please note that any bids received after 1200h hours on 12 Sep 2017 shall NOT be evaluated.

8. **Evaluation and Acceptance Process**.

(a) **Evaluation of Commercial Bid**. The Commercial bid will be evaluated. The bidder is required to quote their price in Price bid format given in **Appendix B** alongwith the **Technical Compliance Certificate** as per **Appendix A**. The bids will be evaluated only upon the "Total cost as mentioned at **serial E** of **Appendix B**. If commercial bid is accepted by buyer, the bidder would be invited for negotiations by Contract Negotiation Committee (CNC) at the discretion by the buyer.

(b) **Placement of Supply Order**. The successful conclusion of CNC will be followed by placement of supply order by the Buyer.

9. The product delivered will undergo an inspection by the buyer to confirm that the equipment supplied meets the essential parameters as elaborated in **Appendix A**. In case of discrepancy or obsolete/lower specification, the product will be rejected and the same will be replaced by the seller free of cost.



10. **Year of Production.** Goods should be of latest manufacture, conform to the current production standard and should have 100% of the defined life at the time of delivery. Deviations if any should be clearly brought out by the vendor in their bid.
11. **Delivery Schedule.** The equipment (complete in all aspects) must be supplied at HQ North Kivu Brigade, (MONUSCO), Goma, DRC within 14 days of placement of Supply Order. ***Please note that contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period.*** Extension of contracted delivery period will be at the sole discretion of the Buyer, with or without applicability of LD clause.
12. **Warranty.** The goods supplied shall carry a warranty for **24 months** from the date of acceptance. Warranty Clause is given at **Appendix 'C'**.
13. **Annual Maintenance Contract (AMC) & Product Support.** After the specified warranty period, Company would be required to provide technical support for **Five years** after expiry of warranty. Even after the said mandatory period, the vendor would be bound to give at least two years notice to the Government of India prior to closing the production line. **The AMC will include maintenance, diagnosis & repairs of the equipment including cost of all spares/ accessories.** The details of AMC proposals must be submitted by the vendor with the commercial bid. **The cost of AMC will be specified in the Price bid and will be included in total cost of the item.**
14. **Government Regulations.** It may also be confirmed that there are no Government restrictions or limitations in the country of the supplier or countries from which subcomponents are being procured and/or for the export of any part of the system being supplied.
15. Any queries /clarifications to this RFP may be sent to this office within 4 days of issue of this RFP vide email on monusco-nkb-oicproc@un.org.

PART II: TECHNICAL PARAMETERS

16. **Operational Characteristics and Features.** The broad operational characteristics and features that are to be met by the equipment are elucidated at **Appendix A.**
17. **Technical Details.** The bids must include technical details, which enable detailed understanding of the functioning and characteristics of the equipment as a whole and each sub system independently. It must include the performance parameters as listed at **Appendix A** and any other information pertaining to the technical specifications of the equipment considered important/ relevant by the vendor. The proposal should also include maintenance schedules to achieve maximum life and expected life of each assembly/ subassembly & storage conditions/ environment condition recommended for optimal exploitation of the equipment. Relevant details of Annual Maintenance Contract may also be included in the bid.
18. The technical details should be factual, comprehensive and include specifications of the offered system / equipment against broad requirements listed in **Appendix A.** (Please



note that Operating Manuals on the scale of 1:1 free of cost with each equipment be provided).

19. Insufficient or incomplete details may lead to rejection of the offer. Mere indication of compliance may be construed as incomplete information.

PART -III: COMMERCIAL ASPECTS

Commercial Offer

20. The Commercial Offer must be firm and fixed and should be valid for **at least 3 (Three) months** from the date of submission of offer.

21. The vendor is requested to take into consideration the Commercial Clauses given at **Appendix 'D'** while formulating the Commercial Offers.

22. **Standard Clauses on Contract.** The Government of India desires that all actions regarding procurement of any equipment are totally transparent and carried out as per established procedures. The supplier is required to accept our standard clauses for arbitration and laws which would be incorporated in the contract. The text of these clauses is at **Appendix 'E'**.

CONDITIONS UNDER WHICH THIS RFP IS ISSUED

24. This RFP is being issued with no financial commitment on a No Cost No Commitment (NCNC) basis; and HQ North Kivu Brigade reserves the right to withdraw the RFP and change or vary any part thereof or foreclose the procurement case at any stage.

25. Please acknowledge receipt.



Yours faithfully

(
Colonel Naveen Kumar
Contingent Commander
INDBATT-II (MONUSCO)

Appendix A
(Refers to Para 2 (b) of RFP)

TECHNICAL COMPLIANCE CERTIFICATE

1. **Purpose.** Being deployed under MONUSCO at DRC a large number of troops move out on operations in difficult and rugged terrain. Terrestrial communication network is virtually non-existent in DRC and troops moving out need to have duplicated communication in form of Radio and Satellite communication.

2. **Technical Specifications**

| <u>Serial No</u> | <u>Features</u> | <u>Details</u> | <u>Compliance (Yes/ No)</u> |
|------------------------|------------------------------|--|-----------------------------|
| <u>PHYSICAL</u> | | | |
| 1. | Dimensions | Length: 169mm (6.7") Width: 52mm (2") without antenna 75mm (3") with antenna Depth: 29mm (1.1") in hand 36mm (1.4") at deepest point | |
| 2. | Weight | 318g (11.2oz) – including battery | |
| 3. | Display | High contrast colour screen | |
| 4. | Interfaces | Micro USB Audio socket Antenna port Bluetooth 2.0 | |
| 5. | Durability | IP65 IK04 | |
| 6. | Operating range | -20°C to +55°C (-4°F to +131°F) | |
| 7. | Storage range | -20°C to +70°C (-4°F to +158°F) (with battery) | |
| 8. | Charging range | 0°C to +45°C (+32°F to +113°F) | |
| <u>BATTERY</u> | | | |
| 9. | Type | Lithium-ion, 3.7 volts | |
| 10. | Talk time | Up to 8 hours | |
| 11. | Standby time | Up to 160 hours | |
| <u>SERVICES</u> | | | |
| 12. | Satellite telephony | 2.4kbps voice codec | |
| 13. | Voicemail | Speed dial 1 | |
| 14. | Supplementary voice services | Call history Caller ID Call waiting Call divert Call holding Conferencing Call barring Speed dialling Fixed number dialing | |



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| | | | |
|--------------------|-----------------------------|--|--|
| 15. | Text-to-text | 160 Latin / ~74 non-Latin characters Up to 10 concatenations Standard and predictive text | |
| 16. | Text-to-email | 160 Latin / ~74 non-Latin characters Up to 10 concatenations Incoming email – 160 Latin characters / ~74 non-Latin characters | |
| 17. | Web message-to-Isat Phone 2 | Free from message.inmarsat.com | |
| 18. | GPS location data | View position Send as text/email | |
| FEATURES | | | |
| 19. | Features Tracking | Assistance button e Compass for enhanced pointing Alarm Minute minder Microphone muting Incoming call alerts with antenna stowed Speakerphone Bluetooth | |
| 20. | Contact | Synchronisation with MS Outlook 2007 O/S compatibility: Windows XP Pro SP3, Windows Vista SP1, Windows 7 and Windows 8 | |
| 21. | Languages Supported | Arabic, Chinese, English, French, Japanese, Portuguese, Russian, Spanish | |
| ACCESSORIES | | | |
| 22. | In the box | Battery Chargers: • Mains universal AC charger (4 adaptors) • Car charger – 10-30 volts Micro USB cable Wired handsfree headset Wrist strap Quick start guide (8 languages) Warranty documentation Support USB memory drive Holster | |

3. **OEM Certificate.** In case the Bidder is not the OEM, if he is the registered distribution partner of the OEM, certificate to that effect to be submitted by the Bidder.



Vendor Stamp & Signature

Appendix B
(Refers to Para 8 (a) of RFP)

PRICE BID FORMAT

1. **Price Bid Format.** The Price Bid Format is given below and Bidders are required to fill this correctly with full details. No column of the Bid format should be left blank. If any column is not applicable and intentionally left blank, the reason for the same has to be clearly indicated.

| <u>S No</u> | <u>Items</u> | <u>Qty</u> | <u>Unit cost</u> | <u>Total Cost</u> | <u>Remarks</u> |
|-------------|--|------------|------------------|-------------------|--|
| A | Cost of Basic Equipment including accessories with full break-up details may be given (to include all costs) as per Appendix A | | | | All government taxes/ cess/ delivery charges/ Custom clearances costs etc have to be borne by Supplier. Price quoted must include all these. |
| B | Cost of Additional Accessories as given below:- | | | | |
| | (i) SIM Card with 50 minutes talk time per month (post paid) | | | | |
| | (ii) SIM Card with 50 minutes talk time per month (pre paid) | | | | |
| | (iii) Spare Battery | | | | |
| | (iv) Spare Car Charger (10- 30 volts) | | | | |
| | (v) Spare Mains AC Adapter (operating range 110-240Volts) | | | | |
| | (vi) BEAM IsatDock2 Drive | | | | |
| | (vii) BEAM IsatDock2 Magnetic Mount Antenna | | | | |
| | (viii) BEAM active antenna cable (6m length) | | | | |
| | (ix) Sat Station Solarboost 3 | | | | |
| | (x) Red Port Optimizer (WiFi) | | | | |
| | (xi) Bluetooth Headset | | | | |
| C | Any other cost (to be specified) | | | | |
| D | AMC Cost giving year-wise break-up for five years (post initial two years under replacement warranty) | | | | |
| E | Grand Total Cost | | | | |

2. The cost given herein will be final and binding. No amendments/ representation after bid evaluation shall be allowed.

3. All costs to be calculated for delivery of goods/ services at **HQ North Kivu Brigade, Goma, Democratic Republic of Congo**. Bids must be calculated accordingly.



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Vendor Stamp & Signature

WARRANTY CLAUSE

1. The **SELLER** warrants that the goods/services supplied under this contract conform to technical specifications prescribed and shall perform according to the said Technical Specifications.
2. The **SELLER** warrants for a period of **24 months** from the date of acceptance of stores, that the goods / stores supplied under this contract and each component used in the manufacture thereof shall be free from all types of defects /failures.
3. If within the period of warranty, the goods/services are reported by the **BUYER** to have failed to perform as per the specifications, the **SELLER** shall either replace or rectify the same free of charge, maximum within 18 days of notification of such defect by the **BUYER** provided that the goods are used and maintained by the **BUYER** as per instructions contained in the Operating Manual. Spares and all consumables required for warranty repairs shall be provided free of cost by **SELLER**.
4. **All activities including diagnosis, rectification, calibration, transportation etc, required for making equipment serviceable and available would be the SELLER's responsibility.** The **SELLER** also undertakes to diagnose, test, adjust, calibrate and repair / replace the goods/ equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the **BUYER** and the **SELLER**. The **SELLER** shall intimate the assignable cause of the failures.
5. **SELLER** hereby warrants that necessary service and repair back up during the warranty period shall be provided by the **SELLER** and he will ensure that the **cumulative downtime period for the equipment does not exceed 5% of the warranty period.**
6. If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds 5% of the warranty period **or a common defect is noticed in more than 10% of the quantity of goods with respect to a particular item/component/sub-component, that complete item/equipment shall be replaced free of cost by the SELLER within a stipulated period of 28 days of receipt of the notification from the BUYER.**
7. In case the complete delivery of the Engineering Support package is delayed beyond the period stipulated in this contract, then the **SELLER** undertakes that the warranty period for the goods/stores shall be extended to that extent.



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Appendix D
(Refers to Para 21 of RFP)

COMMERCIAL CLAUSES

1. **Payment Terms**

(a) **Currency of Payment**

(i) Commercial Bid should be submitted in US Dollars.

(b) **Payment to Foreign Bidders**

(i) **Advance Payment**. No advance payment will be made. Entire payment (100%) will be released through Electronic Fund Transfer only on acceptance of the items supplied.

(ii) **Taxes and Duties**. All taxes, duties, levies and charges which are to be paid for the delivery of goods shall be paid by the supplier in the respective countries and same should be included while calculation of cost of items.

2. **Liquidated Damages (LD)**. In the event of the Seller's failure to submit the items/services as per Delivery schedule specified in the contract, the Buyer may, at his discretion, deduct LD to the sum of 0.5% of the contract price of the delayed/undelivered stores/ services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 5% of the value of delayed stores / services.



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STANDARD CLAUSES IN CONTRACT LAW

1. The present Contract shall be considered and made in accordance to the laws of Republic of India.

Arbitration

2. All disputes or differences arising out of or in connection with the present Contract, including the one connected with the validity of the present Contract or any part thereof, shall be settled by bilateral discussions.

3. Any dispute, disagreement of question arising out of or relating to this Contract or relating to performance, which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be resolved as per the arbitration rules followed by Republic of India.



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