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Resilient nations.

REQUEST FOR PROPOSAL (RFP-BD-2017-006)

Dear Sir / Madam:

UNDP kindly request you to submit your Proposal for providing services for IP PBX Telephone system maintenance services for CO office, Bangladesh.

Proposals shall be submitted on or before 04:30 pm. (local time) on Wednesday, 22 March, 2017

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before the deadline indicated by UNDP in the e-Tendering system. Bids must be submitted in the online e-Tendering system in the following link:

<https://etendering.partneragencies.org>; using your username and password. If you have not registered in the system before, you can register now by logging in using

Username: event.guest

Password: why2change

And follow the registration steps as specified in the system user guide.

Your Proposal must be expressed in the English, and valid for a minimum period of 90 days.

You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on "Accept Invitation" in the system.

In the course of preparing and submitting your Proposal, it shall remain your responsibility to ensure that it submitted into the system by the deadline. The system will automatically block and not accept any bid after the deadline. Kindly ensure attaching the required supporting documents (*with file name less than 60 characters*) in pdf format which must be free from any virus or corrupted files. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation

The Financial Proposal and the Technical Proposal files MUST BE COMPLETELY SEPARATE and uploaded separately in the system and clearly named as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each document shall include the Proposer's name and address. The file with the "FINANCIAL PROPOSAL" must be encrypted with a password so that it cannot be opened nor viewed until the Proposal has been found to pass the technical evaluation stage. Once a Proposal has been found to be responsive by passing the technical evaluation stage, UNDP shall request via email the Proposer to submit the password to open the Financial Proposal. The Proposer shall assume the responsibility for not encrypting the financial proposal.

PLEASE DO NOT PUT THE PRICE OF YOUR PROPOSAL IN THE 'LINE ITEMS' IN THE SYSTEM. INSTEAD PUT 1 AND UPLOAD THE FINANCIAL PROPOSAL AS INSTRUCTED ABOVE.

The Proposal that complies with all of the requirements meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not

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accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP 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.

Any Contract or Purchase Order that will be issued 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 UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link:
http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Sonia Mehrazbeen
Operations Manager
UNDP Bangladesh
March 7, 2017

Annex 1

Description of Requirements

Context of the Requirement	UNDP Bangladesh (IDB Bhaban, E/ 8-A Begum Rokeya Sharani, Sher-e-Bangla Nagar,Dhaka) would like to make the necessary arrangement for Annual Maintenance Contract of Cisco based IP PBX system with local renowned IT companies, ISP/Telco on a yearly renewable basis. In this context UNDP is seeking for a service provider who will be in a position to provide the service to UNDP
Implementing Partner of UNDP	Not Applicable
Brief Description of the Required Services ¹	Scope of Work The service shall include but not limited to: <ul style="list-style-type: none"> • General preventive maintenance (as and when required usually rotation of 3 months) • Corrective maintenance (periodic and upon request)
List and Description of Expected Outputs to be Delivered	Major tasks to be performed <ul style="list-style-type: none"> • To ensure all technical staff or standby personnel are familiar with UNDP and UNDP's business needs. • Monitor performance and repair of the system under maintenance • Provision of equipment related software upgrades/update if necessary • Provide a list of actions undertaken during preventive maintenance care • Routine hardware diagnostic testing periodically/ as and when required • Advice to UNDP for any faults identified during maintenance work and any improvements required. • In event the service provider identifies any potential problems that could cause equipment downtime; these should be reported to UNDP and corrected immediately. • Provide technical advice on current and proposed systems at no extra cost. • To carry out Software and Patch Upgrades periodically at no

¹A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

Handwritten signature/initials


	<p>additional cost.</p> <ul style="list-style-type: none"> • All maintenance and service work shall be carried out at the UNDP's premise. In case the services cannot practically be carried out at the UNDP's premise, the vendor shall inform UNDP in writing and UNDP shall give express permission to vendor authorizing vendor to take appropriate action. • The vendor shall also responsible for maintenance backup E1(BOL) connection for UNDP IP PBX initially for 12 months with a possibility of extension upon successfully completion of the defined period. • Preparation and submission of an after-service report every after three months • Backing up of the system data • Vendor should provide status report every 3 months.
Person to Supervise the Work/Performance of the Service Provider	Ahmed Imran Mustafa, ICT System Coordinator, ICT UNDP
Frequency of Reporting	As indicated in the TOR
Progress Reporting Requirements	As indicated in the TOR
Location of work	As indicated in the TOR
Expected duration of work	twelve (12) months with a possibility of extension up to 36 months (3 years) upon successfully completion of the defined period but either party may terminate this contact by giving the 60 day's prior written notice
Target start date	1 April 2017
Latest completion date	30 March 2018 (Initially for 12 months)
Travels Expected	As indicated in the TOR
Special Security Requirements	<input checked="" type="checkbox"/> Not applicable
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	As indicated in the TOR
Implementation	

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Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Currency of Proposal	<input checked="" type="checkbox"/> Local Currency: Bangladesh Taka (BDT) <input type="checkbox"/> Euro
Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted
Payment Terms ³	<i>Payments will be made quarterly upon submission of Invoices detailing of services and upon certification of acceptance by the concern authority.</i>
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Ahmed Imran Mustafa, ICT System Coordinator, ICT UNDP
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement <input type="checkbox"/> Other Type of Contract
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the

²VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

³UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

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	nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<p>Evaluation and comparison of proposals: Prior to the technical evaluation all proposals will be screened based on the minimum eligibility criteria mentioned below:</p> <p>Minimum Eligibility Criteria:</p> <ul style="list-style-type: none"> • Profile - describing the nature of business, field of expertise, licenses, certifications, accreditations; • Minimum five (5) years of experience in the related field for Cisco Products (provide necessary document).; • Vendor must have the distribution or dealership certificate as appropriate from the principal for cisco product (provide copy of certificate). • Vendor must have its own office place in Bangladesh and maintained for last five years (provide copy of lease agreement/ownership deed and year of establishment). • Service provider shall have at least 5 (five) Graduate Engineers and 8 (eight) Diploma Engineers with 5 (five) years' experience in the related field in the organization (CV must be attached). • Business licenses - Registration Papers, Tax Payment Certification, etc. • <u>Track Record</u>-Vendor should submit at least 4 (four) similar assignments with client satisfaction certificate mentioning contact details. • Vendor should describe its management capability and qualifications (Vendor should describe its management capability and qualifications (Copy of organogram and CVs of assigned key persons)). • Latest Audited Financial Statement - income statement and balance sheet to indicate its financial stability, liquidity and credit standing etc.; • Vendors must submit Bank solvency certificate • Vendor must submit a declaration regarding "No objection if UNDP wish to visit the vendor's office at any time" • Written Self-Declaration that the company is not in the UN Security Council 1267/1989 list, UN Procurement Division list or Other UN Ineligibility List. <p>Note: All Proposers must submit necessary documentations to substantiate above qualifications/criteria. Proposals that will not meet above qualifications/criteria shall not be considered for the next step of the process"</p> <p><u>Technical Proposal (70%)</u></p> <p>To qualify in the technical evaluation a proposal must score minimum 70% (or 490) of the total obtainable score of 700. Obtained score will be expressed in percentage as follows, (total score obtained by the offer / Max. obtainable score for technical evaluation) x 100</p> <ul style="list-style-type: none"> ▪ Experience and qualifications of the Firm

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- Key Personnel
- Proposed Methodology and work plan

☒ Expertise of the Firm

Technical Proposal Evaluation (Form 1)		Points obtainable
Experience and qualifications of the Firm		
1.1	Establishment, Infrastructure & equipment resource of the company (TL, VAT, TIN, Lease agreement, list of equipment etc.)	100
1.2	Company profile with organizational chart up to supervisors' level	50
1.3	Vendor shall have the capacity to deal with BTRC and other GOB organ for obtaining or renewing of any License/User permission or any other related task	50
1.4	Performance certificate from on-going contract {AMC for IP PBX} with client	70
1.5	Experience in configuring Cisco Presence Server & Personal Communicator (vendor has to provide certificate of completion from the client)	100
1.6	Experience in configuring Cisco Unity (vendor has to provide certificate of completion from the	150
1.7	Experience in configuring billing application for IP PBX (vendor has to provide certificate of completion from the client)	50
1.8	Provide client satisfaction report including the contact number of the focal point	80
Total		650

☒ Qualifications and competence of the proposed team for the assignment

Technical Proposal Evaluation (Form 2)		Points Obtainable
Key Personnel		
2	Description of the proposed team with their CVs in details (Team leader, two engineers and supervisor) indicating education/training, overall experience particular exposure and experience in relation to similar scope and complexity	150
Total		150

Technical Proposal Evaluation (Form 3)		Points Obtainable
Proposed Approach/Methodology and timeframe		
3.1	Demonstrate understanding of scope and objectives of the assignment	50
3.2	Demonstrate to what degree the company ny understands the scope of services (TOR)	50
3.3	(a) Implementation plan (b) Service plan and (c) level of escalation if contract is awarded	50
3.4	Copy of Standard Operating Procedure s (SOPs) for each plan, wherever applicable	50
Total		200

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	<p>Financial Proposal (30%) To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received as follows, (Lowest priced offer / Price of the offer being reviewed) X 30</p> <p>Total combined score: (Percentage obtained on technical proposal X 70%) + (Percentage obtained on financial proposal X 30%) = Total combined and final percentage obtained</p>
UNDP will award the contract to:	<p><input checked="" type="checkbox"/> One and only one Service Provider</p> <p><input type="checkbox"/> One or more Service Providers, depending on the following factors</p>
Annexes to this RFP ⁴	<p><input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2)</p> <p><input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3)⁵</p> <p><input checked="" type="checkbox"/> Detailed TOR (Annex 4)</p> <p><input checked="" type="checkbox"/> Others: Written Self-Declaration (Annex 5)</p>
Contact Person for Inquiries (Written inquiries only) ⁶	<p>If any potential company has any query about the RFP document, that has to be submitted to UNDP through email ID bd.procurement@undp.org within 14 March 2017 by 12.00 pm.</p> <p><u>"Queries on RFP-BD-2017-006"</u></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

⁴ Where the information is available in the web, a URL for the information may simply be provided.

⁵ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

⁶ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

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<p>Other Information / Pre-Proposal Meeting</p>	<p>Date & Time: Monday, March 13, 2017 at 11:00 AM Place: Village Well (19th floor), UNDP, IDB Shaban</p> <ol style="list-style-type: none"> 1. Vendors are requested to submit the financial offer as lump-sum price for service (mentioned in the TOR) for 1st year, 2nd year and 3rd year separately. 2. Vendors will also submit the financial offer as lump-sum price for service only (maintenance service for (Main) -BTCL E1 and Backup for (BOL) E1 Connection mentioned in the TOR) exclusive Goods (service only mentioned in the TOR) for 1st year, 2nd year and 3rd year separately. 3. Vendor should submit the financial offer separately for establishing another E1 connection for UNDP IP PBX initially for 12 months with a possibility of extension for 36 months upon successful completion of the defined period. <p>Note 1: In case of an item not included in the system component (item# 2) but essential for the system shall be paid based on actual market price plus 10% profit for the service provider upon certification by the Contract Administrator.</p> <p>Note2: The system components mentioned in TOR are available now. It may be required to repair, replace some parts of the IP-PBX for smooth operation. The vendors will quote for a lump sum amount tracking all components into account for maintenance including replacement/repair if required. The quoted payment will be made if the output is ensured whether replacement/ repair of system components is required or not.</p>
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FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁷

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁸)

[insert: Location]

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :

A. Qualification of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:

Minimum Eligibility Criteria:

- Profile- describing the nature of business, field of expertise, licenses, certifications, accreditations;
- Minimum five (5) years of experience in the related field for Cisco Products (provide necessary document).;
- Vendor must have the distribution or dealership certificate as appropriate from the principal for cisco product (provide copy of certificate).
- Vendor must have its own office place in Bangladesh and maintained for last five years (provide copy of lease agreement/ownership deed and year of establishment).
- Service provider shall have at least 5 (five) Graduate Engineers and 8 (eight) Diploma Engineers with 5 (five) years' experience in the related field in the organization (CV must be attached).
- Business Licenses- Registration Papers, Tax Payment Certification, etc.
- Track Record- Vendor should submit at least 4 (four) similar assignments with client satisfaction certificate mentioning contact details.
- Vendor should describe its management capability and qualifications (Vendor should describe its management capability and qualifications (Copy of organogram and CVs of assigned key persons).
- Latest Audited Financial Statement - income statement and balance sheet to indicate its financial stability, liquidity and credit standing etc. ;
- Vendors must submit Bank solvency certificate
- Vendor must submit a declaration regarding "No objection if UNDP wish to visit the vendor's office at any time"
- Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN

A. Management structure and qualifications of key personnel

If required by the RFP, the Service Provider must provide:

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;

⁷This serves as a guide to the Service Provider in preparing the Proposal.

⁸ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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b) CVs demonstrating qualifications must be submitted if required by the RFP; and
c) Written confirmation from each personnel that they are available for the entire duration of the contract.

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

C. Cost Breakdown per Deliverable*

Description of the Task	Year 1		Year 2		Year 3	
	Monthly Total BDT	Yearly Total BDT	Monthly Total BDT	Yearly Total BDT	Monthly Total BDT	Yearly Total BDT
Lump-sum price for services mentioned in the TOR taking all components into account for maintenance including replacement, repair etc. (if required)						
Maintenance of Primary and secondary E1 connection for UNDP IP PBX.						
TOTAL						

Note 1: In case of an item not included in the system component (item # 2) in attached TOR but essential for the system shall be paid based on actual market price plus 10% profit for the service provider upon certification by the Contract Administrator.

Note 2: The system components mentioned in TOR are available now. It may be required to replace/repair etc. of some parts of the IP-PBX system for smooth operation. The vendors shall quote for a lump-sum amount taking all components into account for maintenance including replacement, repair etc. (if required). The quoted payment will be made if the smooth operation is ensured whether replacement/repair of system components is required or not.

[Name and Signature of the Service Provider's Authorized Person]
[Designation]
[Date]

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General Terms and Conditions for Services

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 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 this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP 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 conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP 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 this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, 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 acts or omissions of the Contractor, or the Contractor's employees, officers, agents 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, products 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.

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8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

- 8.1** 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.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** 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 services 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.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
- 8.4.1** Name UNDP as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 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 the UNDP 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.

10.0 TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor

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grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

- 13.1** The recipient ("Recipient") of such information shall:

- 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
- 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.

- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

- 13.2.1** any other party with the Discloser's prior written consent; and,
- 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

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- 13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1 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 the UNDP, 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 the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP 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 this Contract.
- 14.2 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, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3 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.
- 14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4 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, the UNDP may, without prejudice to any other right or

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remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of 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.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, 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 dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

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

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including

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Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

- 19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

- 20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

- 20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

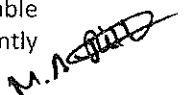
22.0 SEXUAL EXPLOITATION:

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.


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TERMS OF REFERENCE

for - IP PBX Telephone system maintenance services for CO office, BANGLADESH.

1. Objective

UNDP Bangladesh (IDB Bhaban, E/8-A Begum Rokeya Sharani, Sher-e-Bangla Nagar, Tel: 55667788) would like to make the necessary arrangement for Annual Maintenance Contract of Cisco based IP PBX system with local renowned IT companies, ISP/Telco on a yearly renewable basis. In this context UNDP is seeking for a service provider who will be in a position to provide the service to UNDP.

The service shall include but not limited to:

- General preventive maintenance (every 3 months or as and when required)
- Corrective maintenance (periodic and upon request)

2. System Component

The system includes Cisco CUCM 7.0 (Publisher & Subscriber), Cisco Unity 7.0, Cisco Unified Personal Communicator 7.0 with voice gateway connected to BTCL E1. The maintenance is intended to be carried out on hardware and telephony software maintenance. Below are the base parts numbers of the items for which we are looking for AMC from reputed companies-

Part Number	Description	Quantity
UNIFIED-CM-7.0		
UNIFIED-CM-7.0	CUCM 7.0 top level part number	1
MCS7816H3-K9-CMC1	HW/SW MCS 7816-H3 Unified CM 7.0 Appliance	1
CAB-ACU	Power Cord UK	1
CCX-70-CM-BUNDLE	CCX 7.0 UCM 5 Seat ENH Bundle - ONLY with NEW UCM	1
CUCMS-EVAL-K9	CUCMS Monitoring Bundle Evaluation	1
LIC-CM7.0-7816=	License CM 7.0 7815/7816 Appliance, 500 seats	1
LIC-CM-DL	Top level part number for Unified CM Device Licenses	1
LIC-CM-DL-10	Unified CM Device License - 10 units	68
KEY-CCM-ADMIN-K9=	Hardware Security Key for CCM Admin, Release 4.0 or Greater	1
UNIFIED-CM-7.0 [Redundant]		
UNIFIED-CM-7.0	CUCM 7.0 top level part number	1
MCS7816H3-K9-CMC1	HW/SW MCS 7816-H3 Unified CM 7.0 Appliance	1
CAB-ACU	Power Cord UK	1
CCX-70-CM-BUNDLE	CCX 7.0 UCM 5 Seat ENH Bundle - ONLY with NEW UCM	1
CUCMS-EVAL-K9	CUCMS Monitoring Bundle Evaluation	1
LIC-CM7.0-7816=	License CM 7.0 7815/7816 Appliance, 500 seats	1
LIC-CM-DL	Top level part number for Unified CM Device Licenses	1
LIC-CM-DL-10	Unified CM Device License - 10 units	1
CM7-DL-PAK	CUCM 7.0 DL PAK	1


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Part Number	Description	Quantity
KEY-CCM-ADMIN-K9=	Hardware Security Key for CCM Admin, Release 4.0 or Greater	1
Voice Gateway: CISCO2821-V/K9		
CISCO2821-V/K9	2821 Voice Bundle, PVDM2-32, SP Serv,64F/256D	1
CAB-ACU	Power Cord UK	1
S28NAVSK9-12420T	Cisco 2800 INT VOICE/VIDEO, IPIPGW, TDMIP GW AES	1
PVDM2-32U64	PVDM2 32-channel to 64-channel factory upgrade	1
PVDM2-64	64-Channel Packet Voice/Fax DSP Module	1
VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	3
ROUTER-SDM-CD	CD for SDM software	1
ACS-2821-51-STAN	Cisco 2821/51 Standard Accessory Kit	1
PWR-2821-51-AC	Cisco 2821/51 AC power supply	1
PVDM2-32	32-Channel Packet Voice/Fax DSP Module	1
MEM2800-256D-INC	256MB DDR DRAM Memory factory default for the Cisco 2800	1
MEM2800-64CF-INC	64MB CF default for Cisco 2800 Series	1
Presence Server & Personal Communicator: UPC7-K9-PC		
SW-CUP7.0-K9	CUP 7.0 Application Software	1
UPC7-K9-PC	Cisco Unified Personal Communicator 7.x	1
UPC7-CLIENT-LIC	Cisco Unified Personal Communicator User License 7.x	150
MCS-7816-I4-IPC1	HW Only MCS 7816-I4 Server	1
CAB-ACU	Power Cord UK	1

The system has E1 optical fiber link from BTCL Sher-E-Bangla Nagar Exchange. The service provider also has to maintain the fiber link in case of any issue subject to link.

3. Major tasks to be performed

- To ensure all technical staff or standby personnel are familiar with UNDP and UNDP's business needs.
- Monitor performance and repair of the system under maintenance
- Provision of equipment related software upgrades/update if necessary
- Provide a list of actions undertaken during preventive maintenance care
- Routine hardware diagnostic testing periodically/ as and when required
- Advice to UNDP for any faults identified during maintenance work and any improvements required.
- In event the service provider identifies any potential problems that could cause equipment downtime; these should be reported to UNDP and corrected immediately.
- Provide technical advice on current and proposed systems at no extra cost.
- To carry out Software and Patch Upgrades periodically at no additional cost.
- All maintenance and service work shall be carried out at the UNDP's premise. In case the services cannot practically be carried out at the UNDP's premise, the vendor shall inform UNDP in writing and UNDP shall give express permission to vendor authorizing vendor to take appropriate action.

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- The vendor shall also responsible for maintenance backup E1(BOL) connection for UNDP IP PBX initially for 12 months with a possibility of extension upon successfully completion of the defined period.
- Preparation and submission of an after-service report every after three months
- Backing up of the system data
- Vendor should provide status report every 3 months.

4. Payment & Invoicing:

- a) Each invoice should be sent to the registry of UNDP office at the end of month
- b) The UNDP shall receive a quarterly statement from service provider that identify all preventative maintenance service completed
- c) All invoices will be certified by ICT Cluster for processing of payment
- d) UNDP will make the necessary payments quarterly (every after three months) to the vendor upon successful completion of services.

The Successful Result of this Process will be a Long Term Agreement (LTA) for the selected vendor for twelve (12) months with a possibility of extension upon successfully completion of the defined period but either party may terminate this contact by giving the 60 day's prior written notice.

5. Capacity of the Vendor

The service provider shall have the capacity for 24/7 support service with several support contact persons indicating their contact numbers (office, residence and cell phone) and will update immediately in case of any changes of provided contact person or numbers. In this regard UNDP prefers one stop service with one cell call.

Response time to the maintenance call will be within maximum 1 hour during working (8:00 – 17:30) hours and within 3 hours during non-working hours. The service provider shall make the necessary arrangement of support service/ personnel or whatsoever. In the event of a sub-standard performance or unsatisfactory services of the vendor, UNDP may penalize them.

Maintenance/upgrade troubleshoots or any other issues, UNDP prefers the down time after office hour (8:00 – 17:30) if necessary with prior information at least two working days before.

Service provider shall be responsible for carrying out all administrative and correspondence related tasks for obtaining or renewing of any License/User permission required from BTRC or any other organ of GOB.

Service provider shall have at least 5 (five) Graduate Engineers and 8 (eight) Diploma Engineers with 5 (five) years' experience in the related field.

Service provider shall have the prior working experience for the mentioned systems with corporate, GOB and international organization.

Vendor shall provide the list of contact number of the contact person of their corporate, GOB or international client.

M.A. [Signature]

Declaration

Date:

United Nations Development Programme

UNDP Registry, IDB Bhaban, Agargaon
Sher-E-Bangla Nagar, Dhaka, Bangladesh

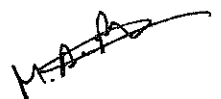
**Assignment: Hiring Firm for providing services for IP PBX Telephone system maintenance services
for CO office, Bangladesh "**

Reference: RFP-BD-2017-006

Dear Sir,

I declare that is not in the UN Security Council
1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

Yours Sincerely,

A handwritten signature in black ink, appearing to be 'M. A. P.' followed by a flourish.