

# REQUEST FOR PROPOSAL

## Provision of Internet Services to UNDP Bangladesh on Long Term Agreement Basis



*Empowered lives.  
Resilient nations.*

United Nations Development Programme

July 2017



Empowered lives.  
Resilient nations.

July 23, 2017

## REQUEST FOR PROPOSAL (RFP-BD-2017-016)

Dear Sir / Madam:

UNDP kindly request you to submit your Proposal for **Hiring a Firm- Internet Service for UNDP Bangladesh Country Office.**

**Proposals shall be submitted on or before 4.30 p.m. (local time) on Sunday, August 06, 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 120 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 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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Sonia Menzabeen  
Operations Manager  
July 20, 2017

**Annex 1**  
**Description of Requirements**

Context of the Requirement	UNDP Bangladesh (IDB Bhaban, E/8-A Begum Rokeya Sharani, Sher-e-Bangla Nagar, Tel: 55667788) is seeking for local ISP to provide the internet bandwidth on long term agreement. The initial contract will be for a period of 1 (one) year with possibility of extension to a maximum of 3 (three) years upon satisfactory performance as per scope of work below. Either party may terminate the contact by giving 30 day's prior written notice.
Implementing Partner of UNDP	UNDP Bangladesh Country Office
Brief Description of the Required Services	<p>UNDP Bangladesh is seeking a proposal from an appropriate firm to offer the following services related to the Internet Connection:</p> <p><b>Connection &amp; Connectivity</b></p> <ul style="list-style-type: none"> <li>• Speed requirement: asymmetric 100 Mbps/100 Mbps bandwidth (uplink/downlink).</li> <li>• At least two fiber-optic connections from different POP along with Radio link in order to maintain the redundancy. All connections must be always active.</li> <li>• No limitations on traffic/ports; bandwidth capacity should be ensured through direct IP connection; no mandatory proxy servers and firewalls</li> <li>• All necessary hardware, cabling and software (if required for Internet service) should be provided and set up by the offered.</li> <li>• Latency from the UNDP Country Office to New York area, USA shall be not more than 275 ms (ping to intranet.undp.org, intra.undp.org, partneragencies.org, mr01.hq.undp.org, cloud.undp.org).</li> <li>• Worldwide reachability.</li> <li>• Administrator's connections (two) in residence, shared with the main bandwidth</li> <li>• ISP must be able to manage the Customer Premises Equipment (CPE) to be installed in the UNDP Country Office.</li> <li>• ISP has to configure router (Cisco 2911) for routing the IPs which will be able to route both IPv4 &amp; IPv6.</li> </ul> <p><b>Management &amp; Security</b></p> <ul style="list-style-type: none"> <li>• Data confidentiality guarantee; Provider not scan traffic (if this should be done for finding problems in the network a prior UNDP agreement must be obtained).</li> <li>• Traffic management, network monitoring and access to raw log files.</li> <li>• Real time MRTG Access.</li> <li>• Arrangement to route UNDP own real/public IP.</li> </ul> <p><b>Other Services</b></p> <ul style="list-style-type: none"> <li>• Provide /24 real/public IP from APNIC in the name of UNDP Bangladesh, so that UNDP Bangladesh can route those IP irrespective to any ISP connection.</li> </ul>

	<ul style="list-style-type: none"> <li>ISP should take permission from BTRC to clear one real IP for Video conferencing.</li> <li>ISP should install and implement the existing bandwidth controller.</li> <li>ISP 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 relevant authority if required.</li> </ul> <p><b>After Sales Service</b></p> <ul style="list-style-type: none"> <li>In case of share channel the minimal guaranteed bandwidth should be clearly mentioned in the proposal.</li> <li>Technical support as and when required with no cost.</li> <li>The ISP shall have the call center <b>for 24/7 support</b> 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.</li> <li>Maximum an hour will be considered as a problem addressing/ resolving period UNDP will treat it as a down time if it is more than an hour and cut the cost double of the actual downtime. In the event of a sub-standard performance or unsatisfactory services of the ISP, UNDP may panelize the ISP.</li> <li>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.</li> <li>Internet service should be based on fixed monthly payment plan with no additional payment or limitation by traffic amount and time.</li> <li>Service reliability must be ensured. Overall uptime should not be less than <b>99%</b>.</li> <li>Tier 1 or Tier 2 connectivity to the Internet backbone.</li> <li>Fiber optic connectivity from the ISP to the Internet backbone.</li> </ul>			
List and Description of Expected Outputs to be Delivered	<b>Deliverables/ Outputs</b>	<b>Start Date</b>	<b>Target Due Dates *indicative</b>	<b>Review and Approvals Required (designation of person)</b>
	<b>Changeover period</b>	<b>24<sup>th</sup> Sept 2017</b>	<b>30<sup>th</sup> Sept 2017</b>	<b>Head of ICT UNDP CO</b>
	Configure TWO routers (Cisco 2911)	24th Sept 2017	30th Sept 2017	Head of ICT UNDP CO
	Two administrator connections (Gulshan and Pallabi area)	24th Sept 2017	30th Sept 2017	Head of ICT UNDP CO
	Configuration of one existing bandwidth controller. Super micro	24th Sept 2017	30th Sept 2017	Head of ICT UNDP CO

	model 512-2, Part no 5015b-MR			
	One real IP for Video conferencing, including license.	24th Sept 2017	30th Sept 2017	Head of ICT UNDP CO
	Two fiber connections from different pop and A radio connection (30mbps+) with license	24th Sept 2017	30th Sept 2017	Head of ICT UNDP CO
	100mbps full duplex internet at 99%	1 <sup>st</sup> Oct 2017	Entire contract period	Head of ICT UNDP CO
	Provide /24 real/public IP from APNIC in the name of UNDP Bangladesh	1 <sup>st</sup> Oct 2017	Entire contract period	Head of ICT UNDP CO
	<p><b>N/B: The vendor should put all necessary arrangement to ensure smooth transition without interrupting UNDP office operations during the changeover period.</b></p>			
Person to Supervise the Work/Performance of the Service Provider	Head of ICT UNDP Bangladesh			
Frequency of Reporting	<b>As indicated in the ToR</b>			
Progress Reporting Requirements	<b>As indicated in the ToR</b>			
Location of work	<input type="checkbox"/> Exact Address/es <b>As indicated in the ToR</b>			
Expected duration of work	Initially, one year and renewable subject to satisfactory performance up to 3 years.			
Target start date	<b>01 October 2017</b>			
Latest completion date	<b>30 September 2018</b> (Initially, one year and renewable subject to satisfactory performance up to 3 years).			
Travels Expected	<b>As indicated in the ToR</b>			
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Others [pls. specify]			
Facilities to be Provided by UNDP (i.e., must be	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input checked="" type="checkbox"/> <b>Others As per ToR</b>			

excluded from Price Proposal)	
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> <b>Required</b> <input type="checkbox"/> Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> <b>Required</b> <input type="checkbox"/> Not Required
Currency of Proposal	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> <b>Local Currency, BDT</b>
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> <b>120 days</b> 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"/> <b>Not permitted</b> <input type="checkbox"/> Permitted
Payment Terms	<b>The Payment will be in Monthly Basis.</b>
Person(s) to review/inspect/approve outputs/completed services and authorize the disbursement of payment	Head of ICT UNDP Bangladesh
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> <b>Contract for Professional Services</b> <input checked="" type="checkbox"/> <b>Long-Term Agreement</b> <input type="checkbox"/> Other Type of Contract
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers

	<p><input checked="" type="checkbox"/> <b>Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)</b></p> <p><input checked="" type="checkbox"/> <b>Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.</b></p>
Criteria for the Assessment of Proposal	<p><b>Minimum eligibility criteria mentioned below:</b></p> <ol style="list-style-type: none"> <li>1. Profile (which should not exceed fifteen (15) pages including any printed brochure relevant to the services being procured) – describing the nature of business, field of expertise, licenses, certifications, accreditations.</li> <li>2. The firm track record must have at least 10 years of establishment record.</li> <li>3. Business licenses- updated trade licenses, VAT, Tax and TIN certificate.</li> <li>4. Latest Audited Financial Statement or audited report for last 02 fiscal years– (income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.)</li> <li>5. Able to provide full duplex 100 Mbps bandwidth connection</li> <li>6. Able to provide 2 optical Connection from different pop along with Radio link.</li> <li>7. Latency from the ISP to intranet.undp.org, intra.undp.org, partneragencies.org, mr01.hq.undp.org, cloud.undp.org not more than 275 ms.</li> <li>8. Overall uptime should not be less than 99%.</li> <li>9. Data confidentiality guarantee.</li> <li>10. Arrangement to route UNDP own real/public IP.</li> <li>11. ISP should have direct optical connection from IIG.</li> <li>12. National wide ISP.</li> <li>13. Experience to work with large corporate, international/multination organization. - provide certified reference document.</li> <li>14. The ISP shall have the call center for 24/7 support service.</li> <li>15. ISP have necessary arrangement to provide real time MRTG access, traffic management, network monitoring and access to raw log files.</li> <li>16. The firm must have a permanent presence in Bangladesh.</li> <li>17. Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or another UN Ineligibility List.</li> </ol> <p><b>Note:</b> Necessary documentation must be submitted to substantiate the above eligibility criteria.</p> <p>Consultancy firms that do not meet the above eligibility criteria shall not be considered for further evaluation.</p> <p>The firm must provide CVs of all proposed personnel for the assignment, stating name, highest academic qualification, professional certification, length of experience, role/function and other related information.</p>



	<b>Technical Proposal (70%)</b>		
	☒Background experience/ Expertise of Firm		
	☒Adequacy and comprehensiveness of the proposal (concept, approach, work plan)		
	☒Qualifications and competence of the key staff for the Assignment		
	<b>BASIS OF TECHNICAL EVALUATION</b>		
	<b>1. Background experience/ Expertise of the Firm</b>	<b>40 Marks</b>	<b>28%</b>
	1.1 Company profile (including administrative and logistics facilities available): experience in similar assignments in last five years, client list, management control system.	5	
	1.2 Experience in providing reliable, secured and high-speed internet connection to large corporate organization. Advantageous. Exposure in working with UN, International Donor and development Agencies. Certified reference copies from existing clients.	15	
	1.3 Technical Strength- infrastructure & equipment resource strength & sound solution completeness as per ToR	20	
	<b>2. Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan</b>	<b>50 Marks</b>	<b>35%</b>
	2.1 Demonstrated understanding of scope and objectives of the assignment	5	
	2.2 Completeness and quality of response	5	
	2.3 Completeness of design/ drawing of the network connectivity (total network architecture in BD)	10	
	2.4 Quality of the methodology and implementation plan suggested to complete the assignment	5	
	2.5 Effective time schedule for implementing the project	5	
	2.6 Quality control during implementation period.	5	
	2.7 Contingency plan, service plan after installation suggested.	5	
	2.8 Risk Management and flexibility.	5	
	2.9 Management of redundant Solution	5	
	<b>3. Management Structure and Qualification of Key Personnel</b>	<b>10 Marks</b>	<b>7%</b>

	<b>3.1 Proposed Team</b> - At least two Engineers/Technicians with Cisco routers and bandwidth controller configuration experience	<b>10</b>	
	<b>Total Score</b>	<b>100</b>	<b>70%</b>
<p><b>Financial Proposal (30%)</b></p> <p>In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The contract will be awarded to the bidder offering the 'best value for money'. The contract will be awarded to the Contractor based on the cumulative method. The formula for the rating of the Proposals will be as follows:</p>			
<p>Rating the Technical Proposal (TP):  TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p>Rating the Financial Proposal (FP):  FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p>Total Combined Score:  (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)  =Total Combined and Final Rating of the Proposal</p>			
<p>The proposal obtaining the overall highest score after adding the score of the technical proposal and the financial proposal is the proposal that offers best value for money</p>			
UNDP will award the contract to:	<input checked="" type="checkbox"/> <b>One and only one Service Provider</b> <input type="checkbox"/> One or more Service Providers, depending on the following factors :		
Annexes to this RFP	<input checked="" type="checkbox"/> <b>Form for Submission of Proposal (Annex 2)</b> <input checked="" type="checkbox"/> <b>General Terms and Conditions / Special Conditions (Annex 3)<sup>1</sup></b> <input checked="" type="checkbox"/> <b>Detailed TOR (Annex 4)</b> <input checked="" type="checkbox"/> <b>Others<sup>2</sup> Written Self-Declaration (Annex 5)</b>		
Contact Person for Inquiries (Written inquiries only)	<p><b>bd.procurement@undp.org</b>  <b><i>Please mention the following in the subject while sending any query to UNDP regarding this RFP on or before 31<sup>st</sup> July 2017.</i></b>  <b><i>"Queries on RFP-BD-2017-016"</i></b></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>		
Other Information	<p><b>A pre-bid meeting</b> will be held at IDB Bhaban, (19<sup>th</sup> floor), meeting room, for the clarification on the bidding document and ToR <b>on 27 July 2017 at 11.00 AM.</b></p> <p><b>Note:</b> Bidder needs to carry a valid Passport/NID/Credit or Debit card with photo/Original driving license in order to enter into IDB Bhaban for the pre-bid meeting.</p>		

## ANNEX 2

### FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>3</sup>)*

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[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 [specify date] , , and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

**Minimum eligibility criteria of the consultancy firm:**

1. Profile (which should not exceed fifteen (15) pages including any printed brochure relevant to the services being procured) – describing the nature of business, field of expertise, licenses, certifications, accreditations.
2. The firm track record **must** have at least 10 years of establishment record.
3. Business licenses- updated trade licenses, VAT, Tax and TIN certificate.
4. Latest Audited Financial Statement or audited report for last 02 fiscal years– (income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.)
5. Able to provide full duplex 100 Mbps bandwidth connection
6. Able to provide 2 optical Connection from different pop along with Radio link.
7. Latency from the ISP to intranet.undp.org, intra.undp.org, partneragencies.org, mr01.hq.undp.org, cloud.undp.org not more than 275 ms.
8. Overall uptime should not be less than 99%.
9. Data confidentiality guarantee.
10. Arrangement to route UNDP own real/public IP.
11. ISP should have direct optical connection from IIG.
12. National wide ISP.
13. Experience to work with large corporate, international/multination organization.- provide certified reference document.
14. The ISP shall have the call center for 24/7 support service.
15. ISP have necessary arrangement to provide real time MRTG access, traffic management, network monitoring and access to raw log files.
16. The firm must have a permanent presence in Bangladesh.
17. Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or another UN Ineligibility List.

**Note:** Necessary documentation must be submitted to substantiate the above eligibility criteria.  
Consultancy firms that do not meet the above eligibility criteria shall not be considered for further evaluation.

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The firm must provide CVs of all proposed personnel for the assignment, stating name, highest academic qualification, professional certification, length of experience, role/function and other related information.

**A. 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.

**B. Qualifications of Key Personnel**

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

- Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
- CVs demonstrating qualifications must be submitted if required by the RFP; and
- Written confirmation from each personnel that they are available for the entire duration of the contract.

**C. Cost Breakdown per Deliverable\* (This portion to be provided in separate sealed envelope)**

	<b>Deliverables</b> <i>[list them as referred to in the RFP]</i>	<b>Percentage of Total Price (Weight for payment)</b>	<b>Price</b> <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3	....		
	<b>Total</b>	100%	

\*This shall be the basis of the payment tranches

**D. Cost Breakdown by Cost Component [This is only an Example]:**

<b>Description of Activity</b>	<b>Remuneration per Unit of Time</b>	<b>Total Period of Engagement</b>	<b>No. of Personnel</b>	<b>Total Rate</b>
<b>I. Personnel Services</b>				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
<b>III. Other Related Costs</b>				

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

*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.

#### **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 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 and 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:

**13.2.2.1** a 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.

**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 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 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

**Annex 4**  
**TERMS OF REFERENCE**

**A. PROJECT TITLE**

<b>Project/ cluster Title</b>	COUNTRY OFFICE
<b>Nature of Request (Good or Services or Both)</b>	Internet Services
<b>Duration</b>	Initially one year and renewable subject to satisfactory performance up to 3 years.

**B. SERVICE DESCRIPTION**

UNDP Bangladesh (IDB Bhaban, E/8-A Begum Rokeya Sharani, Sher-e-Bangla Nagar, Tel: 55667788) is seeking for local ISP to provide the internet bandwidth on long term agreement. The initial contract will be for a period of 1 (one) year with possibility of extension to a maximum of 3 (three) years upon satisfactory performance as per scope of work below. Either party may terminate the contract by giving 30 day's prior written notice.

**C. SCOPE OF WORK**

**Connection & Connectivity**

- Speed requirement: asymmetric 100 Mbps/100 Mbps bandwidth (uplink/downlink).
- At least two fiber-optic connections from different POP along with Radio link in order to maintain the redundancy. All connections must be always active.
- No limitations on traffic/ports; bandwidth capacity should be ensured through direct IP connection; no mandatory proxy servers and firewalls
- All necessary hardware, cabling and software (if required for Internet service) should be provided and set up by the offered.
- Latency from the UNDP Country Office to New York area, USA shall be not more than 275 ms (ping to intranet.undp.org, intra.undp.org, partneragencies.org, mr01.hq.undp.org, cloud.undp.org).
- Worldwide reachability.
- Administrator's connections (two) in residence, shared with the main bandwidth
- ISP must be able to manage the Customer Premises Equipment (CPE) to be installed in the UNDP Country Office.
- ISP has to configure router (Cisco 2911) for routing the IPs which will be able to route both IPv4 & IPv6.

### Management & Security

- Data confidentiality guarantee; Provider not scan traffic (if this should be done for finding problems in the network a prior UNDP agreement must be obtained).
- Traffic management, network monitoring and access to raw log files.
- Real time MRTG Access.
- Arrangement to route UNDP own real/public IP.

### Other Services

- Provide /24 real/public IP from APNIC in the name of UNDP Bangladesh, so that UNDP Bangladesh can route those IP irrespective to any ISP connection.
- ISP should take permission from BTRC to clear one real IP for Video conferencing.
- ISP should install and implement the existing bandwidth controller.
- ISP 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 relevant authority if required.

### After Sales Service

- In case of share channel the minimal guaranteed bandwidth should be clearly mentioned in the proposal.
- Technical support as and when required with no cost.
- The ISP shall have the call center **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.
- Maximum an hour will be considered as a problem addressing/ resolving period UNDP will treat it as a down time if it is more than an hour and cut the cost double of the actual downtime. In the event of a sub-standard performance or unsatisfactory services of the ISP, UNDP may panelize the ISP.
- 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.
- Internet service should be based on fixed monthly payment plan with no additional payment or limitation by traffic amount and time.
- Service reliability must be ensured. Overall uptime should not be less than **99%**.
- Tier 1 or Tier 2 connectivity to the Internet backbone.
- Fiber optic connectivity from the ISP to the Internet backbone.

#### D. EXPECTED OUTPUTS AND DELIVERABLES

Deliverables/ Outputs	Start Date	Target Due Dates *indicative	Review and Approvals Required (designation of person)
<b>Changeover period</b>	<b>24<sup>th</sup> Sept 2017</b>	<b>30<sup>th</sup> Sept 2017</b>	<b>Head of ICT UNDP CO</b>
Configure TWO routers (Cisco 2911)	24th Sept 2017	30th Sept 2017	Head of ICT UNDP CO
Two administrator connections (Gulshan and Pallabi area)	24th Sept 2017	30th Sept 2017	Head of ICT UNDP CO
Configuration of one existing bandwidth controller. Super micro model 512-2, Part no 5015b-MR	24th Sept 2017	30th Sept 2017	Head of ICT UNDP CO
One real IP for Video conferencing, including license.	24th Sept 2017	30th Sept 2017	Head of ICT UNDP CO
Two fiber connections from different pop and A radio connection (30mbps+) with license	24th Sept 2017	30th Sept 2017	Head of ICT UNDP CO
100mbps full duplex internet at 99%	1 <sup>st</sup> Oct 2017	Entire contract period	Head of ICT UNDP CO
Provide /24 real/public IP from APNIC in the name of UNDP Bangladesh	1 <sup>st</sup> Oct 2017	Entire contract period	Head of ICT UNDP CO

**N/B: The vendor should put all necessary arrangement to ensure smooth transition without interrupting UNDP office operations during the changeover period.**

#### INSTITUTIONAL ARRANGEMENT

- a) The services will be under direct supervision of Head of ICT UNDP country office.

b) The service provider should communication licenses where required.

#### E. DURATION OF THE WORK

Initially, one year and renewable subject to satisfactory performance up to 3 years.

#### F. DUTY STATION

UNDP Bangladesh (IDB Bhaban, E/8-A Begum Rokeya Sharani, Sher-e-Bangla Nagar, Dhaka

#### G. DOCUMENT & SERVICE CHECK LIST

Task	Vendor Response (Y/N)	Reference pg
<b>Connection &amp; Connectivity</b>		
<ul style="list-style-type: none"> <li>Speed requirement: asymmetric 100 Mbps/100 Mbps bandwidth (uplink/downlink).</li> </ul>		
<ul style="list-style-type: none"> <li>At least two <b>fiber-optic connections</b> from different POP along with <b>Radio link</b> in order to maintain the redundancy. All connections must be always active.</li> </ul>		
<ul style="list-style-type: none"> <li>No limitations on traffic/ports; bandwidth capacity should be ensured through direct IP connection; no mandatory proxy servers and firewalls</li> </ul>		
<ul style="list-style-type: none"> <li>All necessary hardware, cabling and software (if required for Internet service) should be provided and set up by the offered.</li> </ul>		
<ul style="list-style-type: none"> <li>Latency from the UNDP Country Office to New York area, USA shall be not more than 275 ms (intranet.undp.org, intra.undp.org, partneragencies.org, mr01.hq.undp.org, cloud.undp.org image need to attach).</li> </ul>		
<ul style="list-style-type: none"> <li>Worldwide reachability.</li> </ul>		
<ul style="list-style-type: none"> <li>Two Administrator's connections for residence shared with the main bandwidth</li> </ul>		
<ul style="list-style-type: none"> <li>ISP must be able to manage the Customer Premises Equipment (CPE) to be installed in the UNDP Country Office.</li> </ul>		
<ul style="list-style-type: none"> <li>ISP need to configure the existing router (2911) (No-2) for routing UNDP IP which will able to route both IPv4 &amp; IPv6.</li> </ul>		

<ul style="list-style-type: none"> <li>Configuration of one existing bandwidth controller. Super micro model 512-2, Part no 5015b-MR</li> </ul>		
<ul style="list-style-type: none"> <li>Permission from BTRC to clear one real IP for Video conferencing</li> </ul>		
<b>Management &amp; Security</b>		
<ul style="list-style-type: none"> <li>Data confidentiality guarantee; Provider not scan traffic (if this should be done for finding problems in the network a prior UNDP agreement must be obtained).</li> </ul>		
<ul style="list-style-type: none"> <li>Traffic management, network monitoring and access to raw log files.</li> </ul>		
<ul style="list-style-type: none"> <li>Real time MRTG Access.</li> </ul>		
<ul style="list-style-type: none"> <li>Arrangement to route UNDP own real/public IP.</li> </ul>		
<b>After Sales Service</b>		
<ul style="list-style-type: none"> <li>In case of share channel the minimal guaranteed bandwidth should be clearly mentioned in the proposal.</li> </ul>		
<ul style="list-style-type: none"> <li>Technical support as and when required with no cost.</li> </ul>		
<ul style="list-style-type: none"> <li>The ISP shall have the call center 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.</li> </ul>		
<ul style="list-style-type: none"> <li>Maximum an hour will be considered as a problem addressing/ resolving period UNDP will treat it as a down time if it is more than an hour and cut the cost double of the actual downtime. In the event of a sub-standard performance or unsatisfactory services of the ISP, UNDP may panelize the ISP.</li> </ul>		
<ul style="list-style-type: none"> <li>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.</li> </ul>		
<ul style="list-style-type: none"> <li>Internet service should be based on fixed monthly payment plan with no additional payment or limitation by traffic amount and time.</li> </ul>		



<ul style="list-style-type: none"> <li>Service reliability must be ensured. Overall uptime should not be less than 99%.</li> </ul>		
<ul style="list-style-type: none"> <li>Tier 1 or Tier 2 connectivity to the Internet backbone.</li> </ul>		
<ul style="list-style-type: none"> <li>Fiber optic connectivity from the ISP to the Internet backbone.</li> </ul>		
<b>Additional Task</b>		
<ul style="list-style-type: none"> <li>Provide /24 real/public IP from APNIC in the name of UNDP Bangladesh, so that UNDP Bangladesh can route those IP irrespective to any ISP connection.</li> </ul>		
<ul style="list-style-type: none"> <li>ISP should take permission from BTRC to clear one real IP for Video conferencing.</li> </ul>		
<ul style="list-style-type: none"> <li>ISP 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 relevant authority if required.</li> </ul>		
<b>Documentation</b> <ul style="list-style-type: none"> <li>Vendor must submit all Annex (if any)</li> <li>All relevant document with proper indexing</li> <li>Clear &amp; Specific Documentation</li> </ul>		

#### H. TECHNICAL EVALUATION CRITERIA

<b>4. Expertise of the Firm [40 Marks]</b>	<b>40 Marks</b>	<b>28%</b>
<b>Company</b>		
Company profile (including administrative and logistics facilities available): experience in similar assignments in last five years, client list, management control system.	<b>5</b>	
Experience in providing reliable, secured and high-speed internet connection to large corporate organization. Advantageous. Exposure in working with UN, International Donor and development Agencies. Certified reference copies from existing clients.	<b>15</b>	

Technical Strength- infrastructure & equipment resource strength & sound solution completeness as per ToR	20	
<b>5. Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan [50 Marks]</b>	<b>50 Marks</b>	<b>35%</b>
Demonstrated understanding of scope and objectives of the assignment	5	
Completeness and quality of response	5	
Completeness of design/ drawing of the network connectivity (total network architecture in BD)	10	
Methodology & Implementation Plan		
Quality of the methodology and implementation plan suggested to complete the assignment	5	
Effective time schedule for implementing the project	5	
Quality control during implementation period.	5	
Contingency plan, service plan after installation suggested.	5	
Risk Management and flexibility.	5	
Management of redundant Solution	5	
<b>6. Management Structure and Qualification of Key Personnel [10 Marks]</b>	<b>10 Marks</b>	<b>7%</b>
<b>Proposed Team</b> - Detail description of the project team with detail CVs of the team leader/Supervisors and other key members indicating education/training, overall experience particular exposure and experience in relation to similar scope and complexity.( At least two Engineers/Technicians with Cisco routers and bandwidth controller configuration experience)	10	
<b>Total Score</b>	<b>100</b>	<b>70%</b>



## I. PROPOSAL PRICE TEMPLATE

S/N	Description of goods, services or works	Unit of Measure	Quantity	1 <sup>st</sup> Year Unit Rate	2 <sup>nd</sup> Year Unit Rate	3 <sup>rd</sup> Year Unit Rate
1	One-time setup Cost	Nos.	1			
2	Bandwidth cost (per month)	Nos.	1			
3	Permission from BTRC to clear one real IP for Video conferencing.	Nos.	1			
4	/24 IP registration from APNIC on behalf of UNDP Bangladesh	Nos.	1			
5	Router (2911) Configuration	Nos 2	1			
6	Others (if any)	Nos.	1			
	Total Price (a): <b>(Including all expenses):</b>					

## 1. MINIMUM ELIGIBLE CRITERIA FOR ISP

- Profile (which should not exceed fifteen (15) pages including any printed brochure relevant to the services being procured) – describing the nature of business, field of expertise, licenses, certifications, accreditations.
- The firm track record **must** have at least 10 years of establishment record.
- Business licenses- updated trade licenses, VAT, Tax and TIN certificate.
- Latest Audited Financial Statement or audited report for last 02 fiscal years– (income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.)
- Able to provide full duplex 100 Mbps bandwidth connection
- Able to provide 2 optical Connection from different pop along with Radio link.
- Latency from the ISP to intranet.undp.org, intra.undp.org, partneragencies.org, mr01.hq.undp.org, cloud.undp.org not more than 275 ms.
- Overall uptime should not be less than 99%.
- Data confidentiality guarantee.
- Arrangement to route UNDP own real/public IP.

- ISP should have direct optical connection from IIG.
- National wide ISP.
- Experience to work with large corporate, international/multination organization.- provide certified reference document.
- The ISP shall have the call center for 24/7 support service.
- ISP have necessary arrangement to provide real time MRTG access, traffic management, network monitoring and access to raw log files.
- The firm must have a permanent presence in Bangladesh.
- Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or another UN Ineligibility List.

### Approval

This TOR is approved by:

Signature -----

Name and Designation : *[indicate name of Approving Manager]*

Date of Signing : .....

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# Declaration

Date:

**United Nations Development Programme**

UNDP Registry, IDB Bhaban, Agargaon

Sher-E-Bangla Nagar, Dhaka, Bangladesh

**Assignment: Hiring a Firm- Internet Service for UNDP Bangladesh Country Office.**

**Reference: RFP-BD-2017-016**

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,

