



22 January 2016

**REQUEST FOR PROPOSAL (RFP)**  
**Process No. 35-37396**  
**FIRM/INSTITUTION/ORGANIZATION**  
**IT Helpdesk Service**

Dear Sir / Madam:

We kindly request you to submit your Proposal for Providing IT Helpdesk Service to UNDP Cambodia Office.

Please be guided by the form attached hereto as Annex 2 and 3, in preparing your Proposal.

Proposals, **comprising of technical proposal and financial proposal in separate sealed envelopes**, must be submitted to below address **no later than 8 February 2016 by 11:00 a.m., Local Time**. Late proposal submission will be rejected unopened. Submission by email will not be accepted.

UNDP Cambodia  
Registry Office (located in Building No. 3, Ground Floor)  
No. 53, Pasteur Street, PO Box 877, Phnom Penh, Cambodia  
Tel: 023 216 167, Fax: 023 216 257  
Attn: Procurement Unit,  
E-mail: [procurement.kh@undp.org](mailto:procurement.kh@undp.org)

Proposal submitted via e-mail and not separate technical proposal from financial proposal will not be accepted and considered. **UNDP will not be able to consider bids that contain the Technical and Financial proposals in one envelope and/or bids of which the operational and technical part contains any pricing information whatsoever in the services offered.**

Your Proposal must be expressed in the English, and valid for a minimum period of 120 days

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

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.

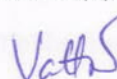
UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures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

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,



**Sereyvattana Chan (Ms.)**  
Procurement Manager



## Description of Requirements

Context of the Requirement	Providing IT Helpdesk Service to UNDP Cambodia Office
Brief Description of the Required Services	<p>The helpdesk team will be responsible for:</p> <ul style="list-style-type: none"> <li>• Timely response to user request.</li> <li>• Dedicate hardware and software support.</li> <li>• Maintain the service records including problem and solution/action.</li> <li>• Maintain network and telephone cabling.</li> <li>• Prepare necessary equipment and testing before deployment</li> <li>• Routine maintenance to all ICT equipment.</li> <li>• Prepare monthly report of IT support incidents</li> </ul> <p>Primary support on software and equipment:</p> <ul style="list-style-type: none"> <li>• PC with Operating System: Windows 8.1/ Windows OS affiliate</li> <li>• Office application: Microsoft office 365 Enterprise including Words, Excel, PowerPoint, OneNote and Outlook, Skype for business, OneDrive for business and other applications used by the office</li> <li>• Knowledge on Cisco switches and Access Point.</li> <li>• Other daily troubleshooting support reported by users on standard application</li> </ul>
List and Description of Expected Outputs to be Delivered	Two persons standby at UNDP Cambodia office full working time
Person to Supervise the Work/Performance of the Service Provider	ICT Analyst, ICT Unit
Location of work	Phnom Penh
Expected duration of work	One year of service with possible yearly extension up to 3 years based on contractor's performance and requirements.
Target start date	1 March 2016
Latest completion date	28 February 2017
Travels Expected	Not Applicable
Special Security Requirements	Not Applicable
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	UNDP will provide office space with appropriate sitting arrangement, desk phone and a computer with internet access to facilitate the work

Implementation Schedule indicating breakdown and timing of activities/sub-activities	Note Required
Names and curriculum vitae of individuals who will be involved in completing the services	Required
Submission of Proposal	<ul style="list-style-type: none"> <li>• Technical Proposal: The Offeror shall prepare one original and two copies of the proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern. In addition to the hard copy, if possible please also provide the information on CD along with the technical proposal envelope.</li> <li>• Financial Proposal: One original in separate sealed envelope</li> </ul>
Currency of Proposal	United States Dollars
Value Added Tax on Price Proposal	must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	<p>120 days</p> <p>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.</p>
Partial Quotes	Not permitted
Payment Terms	Contractor shall submit monthly invoice on the first week of following month Invoicing process must also be done on a per-staff basis. Payments shall be made on a monthly basis within four (4) weeks of the submission of an Original invoice by the contractor and acceptance on the quality of the work.
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	ICT Analyst, ICT Unit
Type of Contract to be Signed	Contract for Professional Services
Preliminary Examination	<p>UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage.</p> <p>The following documents will be examined:</p>



	<ul style="list-style-type: none"> <li>Signed submitting services provider's Technical Proposal Form as per Annex-2</li> <li>Company legal supporting document such as (1) a valid patent certificate, (2) a valid business registration certificate, (3) VAT certificate.</li> </ul>									
Criteria for Contract Award	<p><input checked="" type="checkbox"/> Having received the Highest Combined Score (based on the 70% technical weight and 30% price weight distribution)</p> <p>The total score for each proposal will be calculated independently by the following formula:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p style="text-align: center;"><b>TP Rating</b> = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p style="text-align: center;"><b>FP Rating</b> = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p style="text-align: center;">(TP Rating) x Weight of TP (70%) + (FP Rating) x Weight of FP (30%)</p> <p style="text-align: center;"><b>Total Combined and Final Rating of the Proposal</b></p> </div> <p><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 nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.</p>									
Criteria for the Assessment of Proposal	<p><b><u>Stage 1: Mandatory Pass/Fail Criteria</u></b></p> <p>Proposer must meet all the following mandatory Pass/Fail criteria to qualify for Stage 2 of the evaluation:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Mandatory Pass/Fail Criteria</th><th style="width: 20%;">Compliance (Yes/No)</th><th style="width: 20%;">Comments</th></tr> </thead> <tbody> <tr> <td>The submitted organization shall be based and operating its business in Cambodia with valid legal business certificate.</td><td></td><td></td></tr> <tr> <td>At least three years' experience providing helpdesk services in Computer and Networking Systems</td><td></td><td></td></tr> </tbody> </table>	Mandatory Pass/Fail Criteria	Compliance (Yes/No)	Comments	The submitted organization shall be based and operating its business in Cambodia with valid legal business certificate.			At least three years' experience providing helpdesk services in Computer and Networking Systems		
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**Stage 2: Technical Proposal Evaluation (70%)**

The Technical Proposal of the offerors will be evaluated based on the following criteria:

The total number of points allocated for the technical proposal is 1000. The technical proposal of the offeror is evaluated based on following criteria:

No.	Summary of Technical Proposal Evaluation Forms	Points Obtainable
1	Expertise of organization	300
2	Proposed Approach	300
3	Proposed task manager and 2 stand-by staffs	400
	Total	1000

No.	Technical Proposal Evaluation Form 1: Expertise of organization	Points Obtainable
1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	100
2	General Organizational Capability which is likely to affect implementation <ul style="list-style-type: none"><li>Financial stability ( Audited financial statement last 2 years)</li><li>loose consortium, holding company or one firm</li><li>age/size of the firm (company structure to be attached)</li><li>strength of project management support</li><li>project management controls</li></ul>	100
3	At least three years' experience providing helpdesk services in Computer and Networking Systems	100
	Total:	300

No.	Proposed Approach	Points Obtainable
1	Approach in maintain a pool of helpdesks to ensure the required 2 full-time staffs are available during UNDP working hours.	50
2	Approach to demonstrate an ability to provide helpdesk services in a timely and efficient manner	50
3	Approach in efficiently managing ad-hoc request for additional work or work on weekend and holiday	50



4	Approach in maintain the confidentiality of UNDP information database and integrity in performing the service	150
Total		300

No.	Proposed personnel	Points Obtainable
1	<b>Task Manager:</b> <ul style="list-style-type: none"> <li>At least Bachelor Degree in Computer Science or related field (50 points)</li> <li>At least 3 years of experience in the area helpdesk and/or service desk management (30 points)</li> <li>English Language Qualifications (20 points)</li> </ul>	100
2	<b>1<sup>st</sup> Helpdesk personnel (stand-by staff):</b> <ul style="list-style-type: none"> <li>At least Bachelor degree in IT or equivalent training (Associate Degree) (30 points)</li> <li>Minimum 2 years of experience (with a Bachelor's Degree) or 4 years (with Associate Degree) in computer software, network troubleshooting (30 points)</li> <li>At least 1 year experience in hand on helpdesk / front desk service (30 points)</li> <li>Possession of certified experts in Windows or MS Office suite is an advantage (30 points)</li> <li>English Language Qualifications (30 points)</li> </ul>	150
3	<b>2<sup>nd</sup> Helpdesk personnel (stand-by staff):</b> <ul style="list-style-type: none"> <li>At least Bachelor degree in IT or equivalent training (Associate Degree) (30 points)</li> <li>Minimum 2 years of experience (with a Bachelor's Degree) or 4 years (with Associate Degree) in computer software, network troubleshooting (30 points)</li> <li>At least 1 year experience in hand on helpdesk / front desk service (30 points)</li> <li>Possession of certified experts in Windows or MS Office suite is an advantage (30 points)</li> <li>English Language Qualifications (30 points)</li> </ul>	150
Total		400

The minimum score required to pass the evaluation of technical proposal is 70% of the total obtainable score of 1,000 points.

### **Stage 3: Financial Proposal (30%)**

☒ Only the Financial Proposal of the Service Providers that passed the minimum technical score of 70% of the obtainable score of 1000 points in the

	evaluation of the technical proposals will only be considered and opened for evaluation using the above formula.
UNDP will award the contract to:	One Service Provider
Annexes to this RFP	<ul style="list-style-type: none"> <li>• Form for Submission of Technical Proposal (Annex 2)</li> <li>• Form for Submission of Financial Proposal (Annex 3)</li> <li>• General Terms and Conditions / Special Conditions (Annex 4)</li> <li>• Detailed Terms of Reference (Annex 5)</li> </ul>
Contact Information for Inquiries (Written inquiries only)	<p>UNDP Cambodia Registry Office (located in Building No. 3, Ground Floor) No. 53, Pasteur Street, PO Box 877, Phnom Penh, Cambodia Tel: 023 216 167, Fax: 023 216 257 Attn: Procurement Unit, E-mail: <a href="mailto:procurement.kh@undp.org">procurement.kh@undp.org</a></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>



**FORM FOR SUBMITTING SERVICE PROVIDER'S TECHNICAL PROPOSAL<sup>1</sup>****(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>2</sup>)**

[insert: Location].

[insert: Date]

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

Name of Proposing Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Proposal:	
Address:	
Phone / Fax:	
Email:	

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the **RFP Process No. 35-37396**, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions.

**A. Qualifications 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:

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.
- f) 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.

<sup>1</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>2</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

**B. Proposed Methodology for the Completion of Services**

The service provider shall propose a tailored approach to successfully carry out the assignment. The Service Provider must describe how it will address/deliver the demands of the RFP and responding to the evaluation criteria as below:

- Approach in maintain a pool of helpdesks to ensure the required 2 full-time staffs are available during UNDP working hours.
- Approach to demonstrate an ability to provide helpdesk services in a timely and efficient manner
- Approach in efficiently managing ad-hoc request for additional work or work on weekend and holiday
- Approach in maintain the confidentiality of UNDP information database and integrity in performing the service

**C. Qualifications of Key Personnel**

- The service provider shall submit the proposed team structure to successfully deliver the assignment. The specific roles and responsibilities of each team member shall be clearly presented. The service provider shall also provide the updated CV of each team member as the supporting evidence of their qualification

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

**[Designation]**

**[Date]**



**FORM FOR SUBMITTING SERVICE PROVIDER'S FINANCIAL PROPOSAL<sup>3</sup>****(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>4</sup>)**

[insert: Location].

[insert: Date]

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

Offerors shall propose only one fixed monthly rate for all staffs proposed under this scope of work.

No	Description	Fee per person Price (Lump Sum, All Inclusive)
1	<p><b>Monthly Cost Per person working full time</b> The helpdesk team will be responsible for:</p> <ul style="list-style-type: none"> <li>• Timely response to user request.</li> <li>• Dedicate hardware and software support.</li> <li>• Maintain the service records including problem and solution/action.</li> <li>• Maintain network and telephone cabling.</li> <li>• Prepare necessary equipment and testing before deployment</li> <li>• Routine maintenance to all ICT equipment.</li> <li>• Prepare monthly report of IT support incidents</li> </ul> <p>Primary support on software and equipment:</p> <ul style="list-style-type: none"> <li>• PC with Operating System: Windows 8.1/ Windows OS affiliate</li> <li>• Office application: Microsoft office 365 Enterprise including Words, Excel, PowerPoint, OneNote and Outlook, Skype for business, OneDrive for business and other applications used by the office</li> <li>• Knowledge on Cisco switches and Access Point.</li> <li>• Other daily troubleshooting support reported by users on standard applications</li> </ul> <p>Working hour schedule:</p> <ul style="list-style-type: none"> <li>• Work day: Monday to Friday</li> <li>• Work time: 7:30AM to 12:00PM and 1:30PM to 5:00PM</li> <li>• 10 Official Holiday per year.</li> </ul>	
2	<b>Exceptional/Ad-hoc:</b> cost of per person per day for additional work or work on weekend and holiday	

<sup>3</sup> This serves as a guide to the Service Provider in preparing the Proposal.<sup>4</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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

[Designation]

[Date]

**NOTE: WHEN SUBMITTING YOUR BID DOCUMENTS, PLEASE CAREFULLY PLACE THE TECHNICAL AND FINANCIAL PROPOSALS IN SEPARATE SEALED ENVELOPES.**



**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.

## TERMS OF REFERENCE Professional Service

### Project Information

Project Title:	IT Helpdesk Service
Duration of Project:	One year
Location of contract performance:	UNDP Cambodia Office

#### 1) Background and Project Description:

UNDP Cambodia office is located in 3 separated buildings connected by fiber optic network cable, with users around 150.

In an effort to ensure smooth ICT operation for the office, we are looking for additional helpdesk service to provide timely, professional and efficient ICT technical support; to help in deployment of important roll out to all users in compliance with standard and effective operation of Information and Communication Technology of UNDP.

#### 2) Objective of the Assignment:

UNDP-Cambodia is seeking suitably qualified firm/institution to provide IT helpdesk services personnel to work with IT unit.

#### 3) Scope of Work and expected output:

The helpdesk team will be responsible for:

- Timely response to user request.
- Dedicate hardware and software support.
- Maintain the service records including problem and solution/action.
- Maintain network and telephone cabling.
- Prepare necessary equipment and testing before deployment
- Routine maintenance to all ICT equipment.
- Prepare monthly report of IT support incidents

Primary support on software and equipment:

- PC with Operating System: Windows 8.1/ Windows OS affiliate
- Office application: Microsoft office 365 Enterprise including Words, Excel, PowerPoint, OneNote and Outlook, Skype for business, OneDrive for business and other applications used by the office
- Knowledge on Cisco switches and Access Point.
- Other daily troubleshooting support reported by users on standard applications

#### 4) Deliverables/Outputs:

Two persons standby at UNDP Cambodia office full working time

#### 5) Institutional Arrangement:



- The firm must maintain a pool of helpdesks to ensure the required 2 full-time staff are available during UNDP working hours.
- The firm is required to provide additional support as necessary to the standby personnel to ensure the problem is solved effectively in a professional manner including additional training to the personnel when necessary.
- UNDP will provide office space with appropriate sitting arrangement, desk phone and a computer with internet access to facilitate the work.

#### **6) Duration of the Work**

One year of service with possible extension base on the performance.

#### **7) Duty Station**

UNDP Cambodia Office

#### **8) Qualifications of the Successful Contractor at Various Levels**

The Firm:

- Must have at least three years' experience providing helpdesk services in Computer and Networking Systems.
- Must have the capacity to maintain a pool of helpdesks to ensure the required 2 full-time staff are available during UNDP working hours.
- Must be able to demonstrate an ability to provide helpdesk services in a timely and efficient manner.

Task Manager:

- At least Bachelor Degree in Computer Science or related field
- At least 3 years of experience in the area helpdesk and/or service desk management (30 points)
- English Language Qualifications

Helpdesk personnel(s):

- At least Bachelor degree in IT or equivalent training (Associate Degree)
- Minimum 2 years of experience (with a Bachelor's Degree) or 4 years (with Associate Degree) in computer software, network troubleshooting
- At least 1 year experience in hand on helpdesk / front desk service
- Possession of certified experts in Windows or MS Office suite is an advantage.
- English Language Qualifications

#### **9) Scope of Bid Price and Schedule of Payments**

- Monthly Cost Per person working full time
  - Work day: Monday to Friday
  - Work time: 7:30AM to 12:00PM and 1:30PM to 5:00PM
  - 10 Official Holiday per year.
- Exceptional/Ad-hoc cost per person per day for additional work or work on weekend and holiday

#### **10) Recommended Presentation of Proposal**

- Expertise of Firm / Organization submitting Proposal
  - Include 3 references where similar service has been provided
- Arrangement and approach
- Stand-by personnel qualification
  - Full detail CV of the proposed personnel both the active person to standby at UNDP office, the personnel in the pool and the supervisor.