

## REQUEST FOR PROPOSAL FOR SERVICES

LRPS-NHA-2014-9116214

27 November 2014

## UNITED NATIONS CHILDREN'S FUND (UNICEF)

### Wishes to invite you to submit a proposal for

Request for Proposal (RFP) to provide Internet Connection for UNICEF BCO and Gulshan Fall Back Office.

1. Sealed Bids are invited for the above mentioned services as per the attached RFP and Terms of Reference, Terms and Conditions, Special Terms and Conditions. The Bid must be securely sealed and submitted on or before 11:00 hours on Wednesday, 17 December 2014. Mailed Bids or hand-delivered Bids will be placed in the Bid Box located in the Reception Area (3rd Floor) of UNICEF Office building. Organizations must submit the Technical and Financial proposals of this RFP/Bid in the following manner:

a) Should provide three (3) copies of technical proposal and one (1) copy of financial proposal duly signed and stamped with the organization seal. Technical and Financial proposals should be packed in separate envelopes and marked with proper markings (RFP No., title, proposal type, no. of copies etc.).

b) These 2 (two) packages should be over packed in a bigger envelope and sealed. This finally packed envelope should have clear markings i.e., RFP No., title, number of copies provided and should be addressed to the Chief, Supply & Procurement Section, UNICEF-BCO, BSL Office Complex, 1 Minto Road, Dhaka-1000.

NOTE: Bids will not be considered unless submitted in a sealed envelope with proper/clear markings.

2. No Pre-Bid briefing will be arranged for this RFP. Therefore, if required, Bidders are requested to forward their request for additional information or clarification in writing to the email addresses: [nhaque@unicef.org](mailto:nhaque@unicef.org) by Monday, 08 December 2014.

3. Please note no RFP will be accepted after the stipulated closing date and time: Wednesday, 17 December 2014 by 11:00 hours (no public opening for RFP). In the event the bid submission cannot take place due to reasons beyond control of UNICEF e.g. general strike/ hartal or any other; it would be postponed till next working day at the same time 11:00 hrs.

4. Please acknowledge receipt of this RFP and indicate whether or not you intend to submit a proposal, maximum within one week from the issuance date of the RFP (emailing to [nhaque@unicef.org](mailto:nhaque@unicef.org)). Continuously not responding in 3 cases will automatically terminate the Bidder from UNICEF's bidders list.

5. All technical proposals will be evaluated using the evaluation criteria as indicated under Section 6 of the attached document. Bidders are advised to devote chapters of their submissions to demonstrate each of the criteria and be consistent with the tasks detailed in the TOR under Section 3. Bidders are advised to avoid submitting brochures and pamphlets that have no direct bearing on the requirements under this RFP.

6. Any Contract resulting from this RFP shall be governed by UNICEF's General Terms and Conditions and any other Specific Terms and Conditions detailed in this bid document.

7. In all correspondence the bidder must refer to: LRPS No. 2014-9116214.

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:

Nasreen E. Haque

Date: 27/11/2014

Nasreen Haque

(To be contacted for additional information, NOT FOR SENDING PROPOSALS)

Email : nhaque@unicef.org

Approved By:



Date: 30/11/14

Carlos Neira

## REQUEST FOR PROPOSAL FOR SERVICES FORM

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

### TERMS AND CONDITIONS OF CONTRACT

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

### INFORMATION

Any request for information regarding this RFPS must be forwarded by email to the person who prepared this document, with specific reference to the RFPS number.

The Undersigned, having read the Terms and Conditions of RFPS No. **LRPS-NHA-2014-9116214** set out in the attached document, hereby offers to execute the services specified in this document.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Company: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Tel No: \_\_\_\_\_

Fax No: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Currency of Proposal: \_\_\_\_\_

Validity of Proposal: \_\_\_\_\_

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

10 Days 3.0% \_\_\_\_\_ 15 Days 2.5% \_\_\_\_\_ 20 Days 2.0% \_\_\_\_\_ 30 Days Net \_\_\_\_\_ Other \_\_\_\_\_



## **1.0 BACKGROUND**

BCO has been using internet services from the two local ISPs for various applications. One ISP is for Office and Zone Offices' Internet browsing (through the cable and WiFi), MS Lync and Skype conferencing, International Video Conferencing, data uploading/downloading and the other ISP is for VISION transaction, Intranet, Microsoft Outlook. These two internet connections from two ISPs have now become the primary Internet link for UNICEF BCO and are running on Multihoming system as redundant of each other. As a result, the load on the VSAT link with the HQ has reduced and the VSAT has been kept as the third backup link.

The VISION system, Service Manager, MS Outlook, MS Lync and other HQ based systems now require more bandwidth. To support these systems, the consumption of Internet has increased. On the other hand, the price of the Internet has decreased in Bangladesh. Considering the increased Internet consumption In UNICEF Bangladesh and reasonable local Internet bandwidth cost, ICT has decided to make the local ISP as primary link and keep the VSAT system for redundancy as VSAT bandwidth is more expensive compared to the local internet connection. In addition to the new systems mentioned above, UNICEF Bangladesh has also implemented an Audio/Video conferencing bridge to expand its Unified communication systems (Audio and Video conferencing) which also demands high bandwidth.

To ensure high availability and minimize downtime of primary Internet connections, **UNICEF will continue to use local internet from two local ISPs. The two ISP links will be integrated in the multi-homing system.**

## **2.0 PURPOSE/OBJECTIVE OF THE ASSIGNMENT:**

To have two secure, reliable and cost effective Internet connection for UNICEF BCO and for the Fallback office from two different local Internet Service Providers (ISP).

## **3.0 TERMS OF REFERENCE:**

**3.1 Description of Assignment:** To provide internet connection for UNICEF BCO and Gulshan Fall Back Office.

| <b>Tasks</b>  | <b>End Product/deliverables</b>  | <b>Time frame</b> |
|---|--|-------------------|
| <ol style="list-style-type: none"> <li><b>ISP-A:</b> The Internet Service Provider (ISP-A) will ensure that all UNICEF Offices together (UNICEF BCO, UNICEF Gulshan Emergency Office and other UNICEF 7 Zone Offices) will continually receive <b>20 Mbps</b> full duplex internet.</li> <li><b>ISP-A</b> will ensure the smooth operation and good functionality of the Internet-based applications like, Skype, MS Lync etc.</li> <li><b>ISP-A</b> has to provide the primary and backup links to both the UNICEF Offices at Ruposhi Bangla compound and Gulshan Emergency Office.</li> <li><b>ISP-B:</b> The Internet Service Provider (ISP-B) will ensure the smooth and fast UNICEF IPsec/VPN services on its <b>20 Mbps</b> Internet link. UNICEF ERP (e.g. SAP) and other VPN services will run on this link.</li> <li>Both the ISP links will be used in Multihoming system and the configuration of Multihoming shall</li> </ol> | Two Secure and reliable <b>20Mbps</b> full duplex Internet connectivity (each) at BCO and at Gulshan office with redundant last mile with Multi-homing system. | 36 Months         |

| Tasks  | End Product/deliverables | Time frame |
|--|--------------------------|------------|
| <p>be done by either of the two ISP or together with each other's collaboration, and the control/management of the Multihoming router should be shared with each other as well as with UNICEF.</p> <ol style="list-style-type: none"> <li>6. <b>ISP-B</b> will provide the Multihoming Router. However, UNICEF can provide if available.</li> <li>7. Both the ISP links should be configured in the Multihoming Router in such a way that both the links act as redundant of each other if one fails. In such case, UNICEF Firewall will be configured by UNICEF to support this redundancy.</li> <li>8. Media and equipment used for this Multihoming should be provided by the vendors.</li> <li>9. Both the ISP should provide the cost of additional 1 Mbps, 3 Mbps and 5 Mbps in case bandwidth is required to be upgraded by UNICEF in the future.</li> <li>10. Each ISP should be ready to co-operate and work with the other ISP to provide and implement multihoming system. [UNICEF has AS number from APNIC]</li> <li>11. Each ISP should provide Public/Static IP addresses required by UNICEF for its firewall, wifi router, Video conferencing equipment, and various servers as stated below but not limited to: <ul style="list-style-type: none"> <li>• IP blocks Firewall in Sheraton</li> <li>• IP for Firewall in Gulshan</li> <li>• IP for Remote Server</li> <li>• IP for WiFi router</li> <li>• IP for Video Conferencing unit</li> <li>• IP for FTP server</li> <li>• IP for Mail Server</li> <li>• IP blocks for Video Conferencing Bridge (MCU)</li> </ul> </li> <li>12. Primary link of both the two ISP with the UNICEF offices (at Ruposhi Bangla Compound and Gulshan office) has to be secure and reliable through the underground Optical Fiber. A backup link (Radio preferred) for each primary link of the two ISP should be in place for redundancy.</li> <li>13. The allocated total bandwidth for each ISP will be shared between the two UNICEF offices (Sheraton office and Gulshan office) simultaneously and the seven Zone Offices will share this Internet bandwidth through the MPLS data link connected to those Zone Offices. [Separate bandwidth is not required]</li> <li>14. Both the ISP should have and provide multiple redundant infrastructures for the last mile and their backbone, in order to ensure minimum/no down time in case their primary backbone disrupted or is inaccessible.</li> </ol> |                          |            |





## 5.0 GENERAL INSTRUCTIONS TO BIDDERS

This RFP, along with responses thereto, shall be considered the property of UNICEF and the responses will not be returned to the agency or originators.

*In submitting to this proposal the agency agrees that it will accept the decision of UNICEF as to whether its proposal meets the requirements stated in this RFP. Kindly note the proposals are reviewed by an independent Task Force, approved by the Senior Management, in line with the evaluation criterion indicated in Section 6.*

### 5.1 FORM OF PROPOSAL

Proposal must be submitted in English Language in the manner as requested in accordance with Sections 6, 13 and 14. The submission must be forwarded by a duly signed covering letter on the agency's headed paper, with initial on each page of the agency's response to this RFP. A duplicate copy of the bid document and offer should be kept by the agency for record.

### 5.2 PROPOSAL CHANGE POLICY

UNICEF reserves the right to make minor revisions to this Request for Proposal.

All formal changes/alterations to, or requests for, clarification of this RFP must be submitted in writing by fax/e-mail to the Contracts Officer, Supply & Procurement Section ([nhaque@unicef.org](mailto:nhaque@unicef.org)) within **08 November 2014**. Information provided verbally will not be considered a fundamental change and will not alter this RFP. Erasures and other changes in the Proposal must be explained or noted over the authorized signature of the agency.

### 5.3 ERRORS IN PROPOSAL

Agency must examine all information and all other instructions pertaining to the Proposal and failure to do so will be at the agency's own risk, and agency cannot secure relief on the plea of error in any Proposal.

### 5.4 WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn on written request received from the agency, by hand delivery, post, fax or e-mail, prior to the time fixed for opening. Negligence on the part of the agency in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

### 5.5 MARKING AND MAILING OF PROPOSALS

Proposals must be securely sealed in an envelope with clear marking on the outside indicating the RFP number and assignment title, and should be submitted on or before the closing time to the UNICEF, as indicated.

### 5.6 TIME FOR SUBMITTING PROPOSAL

5.6.1 Proposals received prior to the time of the Submission will be kept secured and unopened.

5.6.2 No responsibility will be attached to an officer for the premature opening of a proposal, which is not addressed and marked properly.

### 5.7 HARTALS (STRIKES)

Should hartal(s) be declared on the RFP closing day the closing and opening of this RFP will automatically be deferred to the first working day after the hartal(s). The time of day for closing and opening the Bid will remain unchanged.

### 5.8 REJECTION OF PROPOSALS

5.8.1 UNICEF reserves the right to reject any or all proposals, to waive any informality in the proposal and unless otherwise specified by UNICEF or by the agency, to accept any item in the proposal if it is in the interest of UNICEF to do so.



5.8.2 UNICEF reserves the right to reject any proposal of an agency (a) who has previously failed to perform properly on quality of service on time in contracts of a similar nature, or a proposal of an Agency (b) who in the opinion of UNICEF is not in a position to perform the contract on the basis of the information becomes available during the review process.

#### 5.9 PROPOSAL PREPARATION COST

UNICEF shall not be held responsible for any costs incurred by the agency in the preparation of the proposal and/or in connection to this RFP.

#### 5.10 AWARD OR ADJUDICATION OF CONTRACT

5.10.1 Contract will be awarded to the agency that submits the most responsive offer that provides UNICEF with the overall best optimum combination of quality of project execution and price. The evaluation will be conducted in two phases; technical evaluation and financial evaluation as explained in 5.9.3 to 5.9.5. UNICEF reserves the right to call only agencies whose bids meet the technical requirements to make a presentation in order to clarify any queries/questions. The call to an agency to make a formal presentation does not guarantee that UNICEF will award the Contract to that agency. This is to note that UNICEF reserves the right to split the award if benefits to be gained are in the interest of the Project or the Organization.

5.10.2 Proposals will first be evaluated by UNICEF for compliance with the mandatory requirements of this RFP. Mandatory requirements will be indicated throughout this RFP by the words "mandatory", "shall", "must" or "will" in regard to obligations on the part of the agency. Proposals deemed not to meet all of the mandatory requirements will be considered non-compliant and rejected at this stage without further consideration.

5.10.3 The technical proposal will be opened and evaluated to determine its responsiveness and compliance, while the sealed envelope containing financial proposal will remain unopened. Only those proposals that have not been rejected will be evaluated in accordance with this RFP.

5.10.4 Agencies whose technical proposals meet the requirement of this RFP (receiving 60% or above marks out of 100 points) shall be invited to make an oral presentation, if needed to further demonstrate the Agency's technical capacity and capability to deliver the tasks as outlined in this RFP. Proposals not meeting this minimum requirement will not be given further consideration.

5.10.5 Financial proposals of Agencies, only whose technical proposals are compliant with the requirements RFP, will be opened and compared for its competitiveness. The companies should ensure that all pricing information is provided in accordance with the format as described in this RFP.

5.10.6 UNICEF reserves the right to enter into negotiation with the selected Agency to discuss its financial offer, if it deems necessary.

5.10.7 At any stage of the evaluation of technical and financial offer UNICEF may request clarification from the potential bidders on any aspect of its proposal to seek clarification, if it deems necessary but will not allow any agency to make material changes to its original submissions.

5.10.8 Contracts will be governed by UNICEF's Rules and regulations.

6.1 All technical proposals will be evaluated using the evaluation criteria as indicated below. Bidders are advised to devote chapters of their submissions to demonstrate each of the criteria and be consistent with the tasks detailed in the TOR under Section 3. Bidders are advised to avoid submitting brochures and pamphlet that have no direct bearing on the requirements under this RFP.

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| Category   | Points allocated to each factor |
|--|---------------------------------|
| <b>6.1.2: <u>Service Efficiency/appropriateness of the combination of the implementation team:</u></b> <ul style="list-style-type: none"> <li>• The service provider should maintain a help desk system to log/monitor/track service call or trouble ticket.</li> <li>• The Service provider needs to share with UNICEF the monthly Performance Report indicating Internet usage by applications, Internet Latency, Internet downtime etc.</li> <li>• They also need to assign focal person for UNICEF who will handle all issues of UNICEF with the ISP. The focal person should be reachable 24/7 if such need arise.</li> </ul> | 10                              |
| <b>6.1.3: <u>Experience in managing and controlling video conferencing provision:</u></b><br>The ISP must be able to support video conferencing services in compliance with the below note: <ul style="list-style-type: none"> <li>• Should have option to provide additional IP and bandwidth for Video Conferencing [H.323 over Ethernet] in a short notice (i.e., within 2 Hours). Additional information about the system can be found at <a href="http://www.polycom.com">www.polycom.com</a> or at UNICEF.</li> </ul>  | 10                              |
| <b>6.1.4: <u>Demonstrable experience in providing reliable, secured and high speed internet connection (20 Mbps full duplex) to large corporate organization, International Donor and development Agencies.</u></b><br>(Please indicate in the following manner: <ul style="list-style-type: none"> <li>i) name of the client with contact information</li> <li>ii) years of experience specifically with UN Organization</li> <li>iii) Amount of bandwidth provided).</li> </ul>  | 10                              |
| <b>Total Marks</b>   | <b>100</b>                      |

The final selection of the Contractor will be based on a quality and cost basis with weightage of 60% of the technical proposal and 40% of the financial proposal.

## 7.0 VALIDITY OF PROPOSAL

It is desirable that cost or rates quoted be valid for providing of services mentioned in this Proposal for a period of one twenty (120) days. The validity of prices quoted must be clearly indicated on the Financial Proposal. It is understood that the fixed-rate arrangements may be extended for periods beyond the one year duration subject to mutual agreement of both parties.

## 8.0 EVIDENCE OF COMPLIANCE

Payment to the agency or acceptance of output shall not be construed as evidence that the services, goods or materials received are complete, satisfactory or in accordance with the agency obligation, and the agency shall not thereby be relieved or discharged from performing any obligation under this Arrangement.

## 9.0 INDEMNIFICATION

The agency shall indemnify, hold and save harmless and defend at its own expense UNICEF and its personnel from and against all suits, demands and liability of any nature or kind, including cost and expenses arising out of acts or omissions of the individual/agency, its personnel or others responsible to the Agency for the performance of any of the terms and conditions of this Arrangement.

## **10.0 ADDITIONAL INFORMATION**

Any information which the bidder may consider necessary to the guarantee or to clarify service methods hereby may be included provided it is referral to in the Bid and clearly identified.

## **11.0 RIGHTS OF UNICEF**

11.1 In case the agency fails to provide the service or perform under the terms and condition of the contract by the agreed delivery date and dates, UNICEF may, after giving the agency reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following right:

- 11.1.1 obtain all or part of the service or output from other sources or agency, in which event UNICEF may hold the agency responsible for any excess cost occasioned thereby.
- 11.1.2 refuse to accept all or part of the service or output.
- 11.1.3 terminate the contract.
- 11.1.4 Contact any or all references supplied by the organisation.
- 11.1.5 Request additional supporting or supplementary data (from the organisation)
- 11.1.6 Accept any proposals in whole or in part
- 11.1.7 Negotiate with the most favorable organization(s).
- 11.1.8 Award contracts to more than one agency, in which event each agency responsible for part awarded to them.
- 11.1.9 UNICEF reserves the right to make minor revisions to this RFP.

11.2 This Request for Proposal and responses thereto, does not bind UNICEF to enter into any agreements or contracts with organizations submitting the bid. UNICEF reserves the right to cancel the bid without assigning any reason whatsoever.

## **12.0 NON-RESPONSE**

Agencies receiving the RFP are requested to inform, in writing, the reasons of non-participation, in case they are not participating in the bid.

|  |
|--|
| <b>13.0 SPECIAL INSTRUCTION TO THE BIDDERS</b> |
|--|

### **13.1 RFP RESPONSE FORMAT:**

The Guidelines for drafting the technical proposal are indicated in Section 6. Bidders are advised to submit the proposal in line with the evaluation criteria and provide sufficient information in the proposal to address each area of the evaluation criteria, to ensure that the evaluation team can make a fair assessment of the agency based only on its proposal. In addition to the information requested the bidders are requested to submit the followings:

- 13.2 The agency must provide latest signed CVs for the proposed team members.
- 13.3 Agency registration papers with relevant authorities, certificate of incorporation, trade license etc. Should provide copy of the original attested Trade License (English Translated)
- 13.4 Certified statement indicating Bank Account number in the individual/organization's name which is operated by two persons jointly.
- 13.5 Summary of audited financial statement of last two years (in one page)
- 13.6 VAT Registration and TIN certificate.
- 13.7 UNICEF Supplier Form (template is available on the [http://www.unicef.org/bangladesh/supply\\_4912.htm](http://www.unicef.org/bangladesh/supply_4912.htm))
- 13.8 Financial proposal as per section 17.

## **14.0 QUALIFICATIONS/SPECIALIZED KNOWLEDGE /EXPERIENCE:**

14.1 Agencies with following criteria is preferred to meet the requirement of the assignment:

- a) The Internet Service Provider must have experience in providing, reliable, secured and high speed internet connection to large corporate organization.
- b) The ISP also needs to provide static public IP addresses required by UNICEF for various applications, e.g., WiFi router, Router, Firewall, various servers, Video Conferencing, VPN etc.
- c) The ISP should have experienced team member to check/monitor link health and provide guidance to prevent disruption.
- d) The ISP should have capacity to coordinate with BTRC/BTCL/BDIX as and when required to ensure providing required services.
- e) The agency should have substantial work experience with the government, NGOs, UN or international development agencies and if multi-homing implemented for clients.
- f) Agency must have effective accounting system to provide regular services costs and bills.
- g) Agency must be able to implement its proposed implementation plan within proposed time schedule & cost.
- h) Team members including the dedicated technical focal person should have clear understanding of written and spoken English, team leader must be fully conversant in English.

14.2 Agencies must submit separate Technical and Financial proposals in the following manner:

- a) Should provide three (3) copies of technical proposal and one (1) copy of financial proposals. Technical proposals and financial proposals should be packed in separate envelopes and marked with markings (RFP/Bid No., title, proposal type, no. of copies etc.). These two (2) packages should be over packed in one bigger envelope and sealed envelopes should have proper markings i.e., RFP/Bid No., title and addressed to the Chief, Supply & Procurement Section, UNICEF-BCO, BSL Office Complex, 1 Minto Road, Dhaka-1000.
- b) Cost should not be appeared in the technical proposal.
- c) The Proposal package with all necessary markings should be dropped in the Bid Box located at UNICEF Reception area on the 3<sup>rd</sup> Floor, Right wing, BSL Office Complex, 1 Minto Road, Dhaka-1000.

14.3 Organization must provide sufficient information in the proposal to address each area of the evaluation criteria, to ensure that the evaluation team can make a fair assessment of the agency based only on its proposal.

Information, which the Agency considers confidential, should be clearly marked "Confidential" if any, next to the relevant part of the text, and UNICEF will then treat such information accordingly.

## **15.0 PROJECT TEAM LEADER AND KEY MEMBERS:**

15.1 Pursuant to the resulting contract, the Agency shall provide services of appropriate Team Leader and key members to perform the tasks of the Terms of Reference (Section 3), ensure implementation of the assignment, and be responsible for providing replacement members of similar ability, qualification and experience (if required).

15.2 Accountability to ensure the overall quality work of the assignment will lie with the contracted agency. The agency will be responsible for selecting the team leader(s) who will lead the overall management of the service, providing technical guidance in planning, installation of equipment and establishing the data link network, supervise and monitor quality of the service including timely reporting to UNICEF. Languages: The Team leader should have fluency in English and good writing skill.

15.3 The contracted agency will work closely with selected UNICEF staff members in Bangladesh Country Office to ensure that there is clarity and clear understanding of the expectations.

15.4 The agency will confirm the availability of the team members as proposed in the technical proposal.



Change of team composition will not be acceptable. In case, replacement is required, the agency shall notify UNICEF in writing, for prior approval, stating: the reason for replacing the person(s) originally assigned to the project the names and signed curriculum vitae of the proposed replacements.

Such written notice shall be forwarded to UNICEF at least fourteen (14) days in advance of the date of replacement. UNICEF may also request replacement with valid reason.

## 16.0 AGENCY REPRESENTATION

The Agency represents and warrants that it has or can arrange the personnel, experience, qualifications, facilities and all other skill and resources necessary to perform its obligations under the resulting Contract.

## 17.0 FORMAT FOR PREPARING FINANCIAL PROPOSAL

17.1: Financial proposal must be in following prescribed format: (All in Taka)

| Description of activities   | Cost Per Month | Total Cost                       |
|---|----------------|----------------------------------|
| <b>A) Provide internet services:</b><br>i) 20 Mbps full duplex<br>ii) The ISP should provide the cost of additional:<br>a) 1 Mbps (CIR),<br>b) 3 Mbps (CIR) and<br>c) 5 Mbps (CIR)<br>(in case additional bandwidth is required by UNICEF to upgrade in the future).  |                |                                  |
| <b>B) Video Conferencing bandwidth</b><br><br><div style="text-align: right;">(per hour)</div>  |                | (estimated total hour per month) |
| <b>C) Installation cost, if required</b><br>(one time cost)   |                |                                  |
| <b>Total of A+B+C (excluding VAT)</b>   |                |                                  |
| The monthly cost should provide a breakdown of the cost, which may include the followings:<br>- Time cost of technical/focal person<br>- Material Cost<br>- Internet Bandwidth cost etc.  |                |                                  |
| Value Added Tax (VAT) in Percentage (%): (where VAT is not applicable; bidder should indicate "ZERO" percentage.<br><br><u><b>NB: Bidders MUST provide prove from the Government Authority that the items are "ZERO" rated or the they are exempted from paying VAT otherwise bids will be invalidated.</b></u> |                |                                  |

### NOTE(s):

- Please provide cost breakdown of item with respect to number of persons and days involved for each task.
- UNICEF will assume that the bidders will have factored in its offer all causes that may have an influence on the prices.
- Payment will be made on monthly basis based on actual service received. Please provide estimated

monthly service charge (excluding any one time installation cost – if applicable and VAT which will be reimbursed upon receiving relevant supporting documents).

17.2 Kindly note that:

- All amounts will be quoted in Taka.
- UNICEF does not pay any agency commission.
- The Contractor shall be paid only upon UNICEF acceptance of the work or deliverable.
- Payment will be made within 30 days of UNICEF's acceptance of deliverables.
- Inform the Bank, branch and account information. Indicate names of persons operating the Agency account.
- **Inform the payment schedule (manner in which payment requested), with justification of each installment. Indicate the deliverables UNICEF will receive against each installment required. A Gantt chart may be provided with activities-deliverables-dates-cost-installment payment schedule.**
- In case, an **advance payment** (kindly indicate the amount with detail breakdown with justification) is requested, the Contractor should provide an unconditional guarantee issued by a bank on behalf of the contractor and in favor of UNICEF to guarantee either submission of deliverables according to the contract, or to refund the advance to UNICEF in case of default by the Contractor. Any charges for such guarantee must be borne by the Contractor.
- **Information on financial offer should not be attached with the Technical Offer.**

## **18.0 GENERAL TERMS AND CONDITIONS**

The General Terms and Conditions mentioned as under will form part of the contract resulting from this REF

### **ACKNOWLEDGMENT COPY**

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

### **DELIVERY DATE**

Delivery Date to be understood as the time the contract time is completed at the location indicted under delivery terms.

### **Payment Terms**

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

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

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

### **LIMITATION OF EXPENDITURE**

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



## TAX EXEMPTION

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

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

## LEGAL STATUS

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

## CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

## INDEMNIFICATION

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

## INSURANCE AND LIABILITIES TO THIRD PARTIES

(a) The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

(b) The Contractor shall provide and thereafter maintain all appropriate workmen's compensation and liability insurance, or its equivalent, with respect to its employees to cover claims for death, bodily injury or damage to property arising from the execution of this Contract. The Contractor represents that the liability insurance includes sub-Contractors.

(c) The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of work under this Contract or the operation of any vehicles, boats, airplanes, or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

- (d) Except for the workmen's compensation insurance, the insurance policies under this Article shall:
- (i) Name UNICEF as additional insured;
  - (ii) Include a waiver of subrogation of the Contractor's right to the insurance carrier against UNICEF;
  - (iii) Provide that UNICEF shall receive thirty (30) days written notice from the insurers prior to any cancellation or change in coverage.

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

#### ENCUMBRANCES/LIENS

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

#### TITLE TO EQUIPMENT

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

#### COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

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

#### CONFIDENTIAL NATURE OF DOCUMENTS

(a) All maps, drawings, photographs, mosaics, plans, reports, recommendations, Estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNICEF, shall be treated as confidential and shall be delivered only to the UN authorized officials on completion of work under this Contract.

(b) The Contractor may not communicate any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF which has not been made public except with the authorization of the UNICEF; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract with UNICEF.

#### FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

(a) In the event of and as soon as possible after the occurrence of any cause constituting force majeure the contractor shall give notice and full particulars in writing to UNICEF of such occurrence or change if the contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this contract. The Contractor shall also notify UNICEF of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice required under this Article, UNICEF shall take such action as, in its sole discretion, it

considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract.

(b) If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNICEF shall have the right to suspend or terminate this contract in the same terms and conditions are provided for in Article on "Termination", except that the period of notice shall be seven (7) days instead of (30) days.

(c) Force majeure are 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.

#### TERMINATION

If the Contractor fails to deliver any or all of the deliverables within the time period(s) specified in the Contract, or fails to perform any of the terms, conditions, or obligations of the Contract or should the Contractor be adjudged bankrupt, or be liquidated, or become insolvent, or should the contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the contractor, UNICEF may, without prejudice to any other right or remedy, it may have under the terms of these conditions, terminate the contract, forthwith, in whole or in part, upon Thirty (30) days notice to the Contractor.

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

In the event of any termination no payment shall be due from UNICEF to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this contract. Upon the giving of such notice, the Contractor shall have no claim for any further payment, but shall remain liable to UNICEF for reasonable loss or damage which may be suffered by UNICEF for reason of the default. The Contractor shall not be liable for any loss or damage if the failure to perform the contract arises out of force majeure.

Upon termination of the contract, UNICEF may require the Contractor to deliver any finished work which has not been delivered and accepted, prior to such termination and any materials or work-in-process related specifically to this contract. Subject to the deduction of any claim UNICEF may have arising out of this contract or termination, UNICEF will pay the value of all such finished work delivered and accepted by UNICEF. The initiation of arbitral procedure in accordance with Article on "Settlement of Disputes" below (page 13) shall not be deemed a termination of this Contract.

#### SUB-CONTRACTING

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

#### ASSIGNMENT AND INSOLVENCY

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

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

## USE OF UNITED NATIONS AND UNICEF NAME AND EMBLEM

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

## OFFICIALS NOT TO BENEFIT

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

## PROHIBITION ON ADVERTISING

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

## SETTLEMENT OF DISPUTES

### Amicable Settlement

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

### Arbitration

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

## PRIVILEGES AND IMMUNITIES

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

## CHILD LABOR

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

## ANTI-PERSONNEL MINES

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

companies/agencies that sell or manufacture anti-personnel mines or their components.

#### Authority to modify

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



## **19.0 SPECIFIC INSTRUCTIONS/TERMS AND CONDITIONS**

### **19.1 ATTENTION TO DETAILS**

Bidders are instructed to carefully read this Bid in its entirety and observe/examine all information, specifications, maps, drawings, circulars, schedules, terms and conditions, and all other instructions pertaining to the Bid. Failure to do so will be at the Bidder's own risk and he cannot secure relief on the plea of error in the Bid.

### **LIQUIDATED DAMAGES FOR LATE DELIVERY/POOR QUALITY**

UNICEF shall be entitled to liquidated damages from the Contractor for failure in performance (delivery and quality), under the conditions and in the amounts specified below is included in the Contract.

Such damages shall be payable by the sole fact of such failure in performance without the need for any previous notice, except as otherwise provided in the Contract, or any legal proceedings, or proof of damage, which shall in all cases be considered as ascertained. UNICEF may, without prejudice to any other method of recovery, deduct any amount of liquidated damages from the Contractor's invoices or from any sums due or which may become due to the contractor. The payment or deduction of such damages shall not relieve the Contractor of any of its other obligations or liabilities under the contract.

Listed below are the "Liquidated Damages Clauses":

#### **A. LIQUIDATED DAMAGES FOR LATE DELIVERY**

If the Contractor fails to make deliveries within the delivery date(s) stipulated in the UNICEF Contract, UNICEF shall be entitled to liquidated damages in the amount of five-tenths percent (0.5%) of the value of such deliveries per additional day of delay, up to a maximum of ten percent (10%) of the value thereof.

#### **B. LIQUIDATED DAMAGES FOR QUALITY CONTROL FAILURE**

If the Contractor fails to meet quality control requirements or if the Contractor fails to rectify inadequacy in a delivery which has not met quality control requirements within two (2) weeks of having received notice from UNICEF by email/registered mail (return receipt requested), UNICEF shall be entitled to liquidated damages in the amount of one tenth percent (0.1%) of the value of such delivery or deliveries per day from the date of such failure until it is cured, up to a maximum of twenty-five percent (25%) of the value thereof.

### **19.2 VAT PAYMENT**

In addition to Clause on "TAX EXEMPTION" of the UNICEF's General Terms and Conditions, VAT Payment will be reimbursed at actual upon receipt of the following documents:

- (a) Original VAT Challan(s) issued in favor of UNICEF-BCO mentioning relevant Purchase Order Number duly countersigned and sealed by the VAT authorities of the Government of Bangladesh.
- (b) VAT amount must be mentioned in the original VAT Challan(s) and the same amount should be deposited to the Government account by Treasury Challan(s) mentioning UNICEF Purchase Order Number.
- (c) Copy(ies) of the Treasury Challan(s) duly countersigned and sealed by the respective VAT Authority in support and proof of VAT payment must be submitted with the Invoice.
- (d) VAT charged to UNICEF must not be mixed with Vendor's other business transactions so that UNICEF may duly receive the reimbursement from Government according to set procedures.
- (e) The VAT percentage rate must be stated in the space provided in this Bid. Where VAT is not applicable, bidder should indicate "ZERO" percentage.

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