

# **REQUEST FOR QUOTATION (RFQ)**

NAME & ADDRESS OF FIRM	DATE: September 1, 2014
	REFERENCE: RFQ-BD-2014-035

Dear Sir / Madam:

We kindly request you to submit your quotation for "Supply, Installation and providing support for Microsoft Office 365 Enterprise E3 Microsoft Office Professional Plus )" as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotation has to be submitted in the sealed envelope on or before September 10, 2014 at 2.00 PM and drop in person to the address below:

# **United Nations Development Programme**

UNDP Registry, IDB Bhaban, 12th Floor, Agargaon, Sher-E-Bangla Nagar, Dhaka, Bangladesh.
Md. Ziaur Rahman

Vendor may send their query/ queries to the below mentioned email for clarification related to this RFQ on or before September 5, 2014 by 11:00 AM mentioning in subject line "Queries on RFQ-BD-2014-035 in below e-mail:

bd.procurement@undp.org

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It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Please take note of the following requirements and conditions pertaining to the supply of the above mentioned good/s:

	✓ DAD Addross as no	or Annoy 1 and Annoy 4		
Delivery Terms [INCOTERMS 2010]	□ DAP, Address as per Annex 1 and Annex 4			
(Pls. link this to price schedule)				
Customs clearance <sup>1</sup> , if needed, shall be done by:	☐ Supplier/Offeror			
Exact Address/es of Delivery Location/s (identify all, if multiple)	National Human Rights Commissions; Plot#69,Sorwardi Avenue, Baridhara R/A, Dhaka			
UNDP Preferred Freight Forwarder, if any <sup>2</sup>	Not Applicable			
Distribution of shipping documents (if using freight forwarder)	Not Applicable			
Latest Expected Delivery Date and Time(if delivery time exceeds this, quote may be rejected by UNDP)	Licensing and onsite installation must be completed within 10 days after getting the Purchase Order or signing Contract.			
Delivery Schedule	Not applicable			
Packing Requirements	Not applicable			
	□ AIR	□LAND		
Mode of Transport	□SEA	<b>⊠OTHER Onsite installation</b>		
Preferred Currency of Quotation <sup>3</sup>	⊠Local Currency : Bangladesh Taka (BDT)			
Value Added Tax on Price Quotation <sup>4</sup>				
After-sales services required	As per Scope of work			

<sup>&</sup>lt;sup>1</sup>Must be linked to INCO Terms chosen

<sup>&</sup>lt;sup>2</sup>Depends on INCO Terms. The suggestion to use a UNDP preferred courier is only for purposes of familiarity with procedures and documentary requirements applicable to the UNDP when clearing with customs.

Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.

only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.

<sup>4</sup> This must be reconciled with the INCO Terms required by the RFQ. Furthermore, VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO/BU requiring the goods.

Deadline for the Submission	Wednesday, September 10, 2014 and 2:00 pm
of Quotation All documentations, including	⊠English
catalogs, instructions and operating manuals, shall be	
in this language	
Documents to be submitted For Eligibility Criteria	<ul> <li>☑ Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;</li> <li>☑ The firm must have the authorization of Office 365 Enterprise E3 solution (Certification must be submitted)</li> </ul>
	☑ 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. (Annex 3);
	Solution of timetre /  Solution of timetre /
	N.B: All Prospective vendors must submit necessary documentations
	to substantiate the above eligibility criteria. Failure to do so shall result in disqualification.
	□30 days
Period of Validity of Quotes	⊠90 days
starting the Submission Date	□120 days
	In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	⊠Not Permitted
Payment Terms <sup>5</sup>	
	Contract Administrator.
	⊠15% of the quoted price shall be paid after 6 (six) months after
	issuance of PO on completion of all requirement in TOR and upon certified by UNDP Contract Administrator.
	Solution is a super contract Administrator.  Solution is a super contract Administrator.  Solution is a super contract Administrator.
	of issuance PO on completion of all requirement in TOR and upon certified by UNDP Contract Administrator.

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<sup>&</sup>lt;sup>5</sup>UNDP preference is not to pay advanced amount upon signing of contract. If vendor strictly requires advanced payment, it will be limited only up to 20% of the total price quoted. For any higher percentage, or advanced payment of \$30,000 or higher, UNDP shall require the vendor to submit a bank guarantee or bank checque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.

Liquidated Damages	Liquidated damages for delay caused by the Vendor shall be 0.1% of the price of the Contract per each working day of delay but not exceeding 10% of the total value of the contract.
Evaluation Criteria [check as many as applicable]	<ul> <li>☑Technical responsiveness/Full compliance to requirements and lowest price<sup>6</sup>Comprehensiveness of after-sales services</li> <li>☑Full acceptance of the PO/Contract General Terms and Conditions[this is a mandatory criteria and cannot be deleted regardless of the nature of services required]</li> <li>☑Others Bid Validity, Delivery Period</li> </ul>
UNDP will award to:	⊠One supplier.
Type of Contract to be Signed	Purchase Order
Special conditions of Contract	N/A
Conditions for Release of Payment	
Annexes to this RFQ <sup>7</sup>	<ul> <li>Specifications of the Goods Required (Annex-1)</li> <li>Form for Submission of Quotation (Annex-2)</li> <li>General Terms and Conditions / Special Conditions (Annex-3).</li> <li>Annex</li> <li>Non-acceptance of the terms of the General Terms and Conditions (GTC) shall_be grounds for disqualification from this procurement process.</li> </ul>
Contact Person for Inquiries (Written inquiries only) <sup>8</sup>	bd.procurement@undp.org  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.
Pre conference meeting Date	N/A

<sup>6</sup> 

<sup>&</sup>lt;sup>6</sup>UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

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

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

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, 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 quotation. 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 Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that 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 Vendor to avoid and prevent 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, specifications, cost estimates, and other information used in this RFQ.

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

Thank you and we look forward to receiving your quotation.

Sincerely yours,

Pinak Ranjan Biswas Officer in Charge Procurement Unit

# **Scope of Work**

- Supply and Installation of License: 20 copy
- 1 year one site support and troubleshot as mentioned below.
- In house user and administration on job training

# Office 365 Enterprise E3 Specification. Microsoft Office Professional Plus

Office Professional Plus 2013 offers a complete toolset for both individual and team productivity and connects users to key business processes. The enhanced Enterprise Server Integration Features provide out-of-the-box integration with Microsoft Business Productivity server solutions, including Microsoft SharePoint Server 2013, Microsoft Exchange Server 2013, and Microsoft Lync Server 2013, creating new opportunities to collaborate within and across corporate boundaries, manage content more efficiently, and streamline everyday business processes. Office Professional Plus is a great choice if you

- 1. Have intellectual property you need to protect.
- 2. Need to create forms.
- 3. Want to manage content flow and access within your organization.
- 4. Have teams located in different places that need to work together on projects.
- 5. Need a central location for capturing information, such as notes.

# **Applications**

- Microsoft Word
- Microsoft Excel spreadsheet software
- Microsoft PowerPoint presentation graphics program
- Microsoft Outlook messaging and collaboration client
- Microsoft OneNote note-taking program
- Microsoft Publisher
- Microsoft Office Web Apps
- Enterprise Server Integration Features
- Microsoft InfoPath information-gathering program
- Microsoft Lync Server communications software
- Microsoft Access database software
- Access what matters from the start with a fast and fluid interface that puts your most-important documents, applications and people right up front.
- Discover new and better ways to create, edit, and browse—using a keyboard, pen, or touchscreen.

### Your documents and settings roam with you with Office in the cloud

- Sign in to your account and your Office applications, documents, and personal settings are right there, just the way you left them.
- Save your work online in SkyDrive or SharePoint where it's easy to access, edit, and share on the go.

# Keep your social networks and contacts well connected in Office

- View multiple email accounts, Facebook updates, and LinkedIn feeds all in one place with Outlook.
- Get ongoing updates on specific documents, sites and people delivered to your activity feed and stay connected in real-time by chatting with co-workers right within Office.

# Talk with family, co-workers, and friends virtually anywhere

- Coming soon, with the full release, talk to anyone using Skype, including 60 minutes of free international calls every month to landlines in over 40 countries and to cell phones in 7 countries. (Skype account required. Excludes special, premium and non-geographic numbers.)
- Transform meetings with presenter view and high definition video conferencing. (HD video camera required)

# Office 365 Enterprise E3 includes:

	ter prise E5 includes.
Office suite	Always have the latest versions of:  Capture your ideas however you work best—using a keyboard, pen, or a touchscreen.  Easily format information in Excel with tools that recognize your pattern and auto-complete data.  Easily incorporate content from PDFs to create your own great-looking Word documents.
Office on more devices	Stay productive and never miss a meeting, even on the go. Access, edit, and view Word, Excel, and PowerPoint documents with Office Mobile on iPhones, Android phones, and Windows Phones. Use the OneNote, OWA, Lync Mobile, and SharePoint Newsfeed apps on most devices.
Office on any PC	Stream full versions of Office programs on any Internet-connected PC running Windows 7 or Windows 8 with Office on Demand.
Email and calendars	Use business-class email through a rich and familiar Outlook experience you can access from your desktop or from a web browser using Outlook Web App. Get a 50 GB mailbox per user and send attachments up to 25 MB.
Advanced email	Use archiving and legal hold capabilities, plus unlimited storage, for compliance needs. And use data loss prevention (DLP) policies and policy tips that educate your users for additional compliance enforcement in email.
Document and email access control	Rights Management Services enables you to restrict access to documents and email to specific people and to prevent anyone else from viewing or editing them, even if they are sent outside the organization.
File storage and sharing	SkyDrive Pro gives each user 25 GB of personal cloud storage that can be accessed from anywhere and that syncs with their PC for offline access. Easily share documents with others inside and outside the organization and control who can see and edit each file.
Site mailboxes	Make it easier for teams to collaborate. Store and share email and documents in project-specific folders, so everyone on the team can find the information they need fast.
Office Web Apps	Create and edit Word, OneNote, PowerPoint, and Excel documents from a browser.

Mobility	Sync email, calendar, and contacts; access SharePoint sites; view and edit Office documents with Office Web Apps using a browser on Windows Phone, iOS, and Android devices.
Voicemail integration (Unified Messaging)	Hosted voicemail support with auto-attendant capabilities. Voicemails are recorded to Exchange Online and users can access them from Outlook, Outlook Web App, or a compatible mobile phone.
Advanced compliance tools	With the unified eDiscovery Center, you can search across SharePoint, Lync, and Exchange mailboxes. eDiscovery integrates with advanced retention and archiving, enabling in-place legal hold and case-based projects.

All Office 365 Enterprise plans include:

Reliability	Get peace of mind knowing your services are available with a guaranteed 99.9% uptime, financially backed service level agreement (SLA).
Security	Your data is yours. We safeguard it and protect your privacy.
Privacy	Your data belongs to you. Microsoft does not scan emails or documents for advertising purposes.
Administration	The admin portal provides IT detailed configuration options for your services, either from an online portal or through automated management with PowerShell commands. You can use the Admin app to manage your services on the go.
Up to date	No need to pay for version upgrades; updates are included in your subscription. New features are rolled out to Office 365 customers in an IT-configurable experience.
Support	24/7 phone support for all IT issues. For less urgent issues, you can make service requests directly through the admin portal.

# Plan

# **Features**

**Enterprise Plan E3** 

# **Exchange**

- Each user gets 50 GB of mailbox storage and can send message up to 25 MB in size
- Mobile access is available from all phones that can receive email, including Windows Phone, iPhone, Android, and Blackberry devices.
- Users can compare calendars to schedule meetings and can access collaboration features, including shared calendars, groups, the global address list, external contacts, tasks, conference rooms
- Every mailbox is protected with premier anti-malware and anti-spam protection via Exchange Online Protection.
- Reduce inbox clutter by automatically moving old messages to an In-Place Archive.
- Use In-Place Hold to preserve deleted and edited mailbox items from users' primary mailboxes and In-Place Archives.
- Take advantage of unlimited storage (50 GB of storage in the user's primary mailbox, plus unlimited storage in the user's In-Place Archive).

- Control sensitive business data with built-in DLP policies based on regulatory standards such as PII and PCI, which help to identify, monitor, and protect sensitive data through deep content analysis.
- Take advantage of hosted Unified Messaging services that provide call answering, a dial-in user interface, and company automated attendant capabilities.
- In-Place eDiscovery: Tools to support compliance. Search across Exchange mailboxes.

# Lync

- Instant Messgaing and Presence
- Multiparty (3+) Audio/Video/Content Sharing (Scheduled and Ad hoc)
- Online Meeting for Up to 250 attendies
- Desktop, Application, and Whiteboard Sharing
- Skype Connectivity
- Ability to transfer file through Lync Client

# **System Admin Training**

#### Module 1: Preparing for Office 365

This module reviews the features of Office 365 and identifies recent improvements to the service. It then identifies the challenges in deploying Office 365 the benefits of the FastTrack approach compared to the traditional plan/prepare/migrate deployment process. After this, you examine how to plan the pilot, provision tenant accounts and finally, verify that clients can connect to the Office 365 service.

#### Lessons

- Introduction to Office 365
- Provisioning the Tenant Accounts
- · Planning a Pilot
- Enabling Client Connectivity

#### Lab: Setting up the Lucerne Publishing Datacenter Environment

- Set Up and Configure the Lucerne Publishing Data Center Environment
- Build Environment Recovery Steps

#### Lab: Preparing for Office 365

- Planning a FastTrack Pilot
- Provisioning the Tenant Account
- Preparing to Manage Office 365

# Module 2: Managing Users, Groups, and Licenses

In this module, students learn about managing users, groups, and licenses by using the Office 365 console and Microsoft PowerShell.

#### Lessons

Manage Users and Licenses by Using the Administration Center

• Manage Security and Distribution Groups

• Manage Cloud Identities with Windows PowerShell

#### Lab: Managing Users, Groups, and Licenses

• Manage Users and Licenses by Using the Administration Center

Manage Security and Distribution Groups

• Manage Cloud Identities with Microsoft PowerShell

#### Lab: Continue Lucerne Publishing Datacenter Setup

• Set Up the Exchange Server

**Module 3:** Administering Office 365In this module, students learn about more complex administration functions, such as the management of administrators themselves, how to configure and set password policies in Office 365, and how to enable and administer rights management to protect confidential documents. **Lessons** 

Manage Administrator Roles in Office 365

Configure Password Management

· Administer Rights Management

#### Lab: Administering Office 365

Manage Administrator Roles in Office 365

• Configure Password Management

• Administer Rights Management

#### **Module 4: Planning and Managing Clients**

In this module, students learn how to plan for client deployment and ensure that users get the tools they need to interact with Office 365 effectively. This module covers the planning process, how to make Office 365 ProPlus available to endusers directly, and how to deploy it as a managed package. Finally, this module covers how to set up Office telemetry so that administrators can keep track of how users are interacting with Microsoft Office.

#### Lessons

• Plan for Office Clients

• Manage User-driven Client Deployments

Manage IT Deployments of Office 365 ProPlus

• Office Telemetry and Reporting

# Lab: Managing Clients

• Manage user-driven client deployments

• Manage IT deployments of Office 365 ProPlus

#### **Module 5: Planning DNS and Exchange Migration**

In this module, you learn about the factors that cover DNS domain configuration for Office 365, where you need to add the customer's existing domain or domains to Office 365. This module also covers the individual settings that you need to configure so that each Office 365 service works correctly and fully supports client access. These activities typically happen in the Deploy phase of the FastTrack process.

So far, you have been looking at Office 365 on its own. In this module, you move on to considering what you have to cover when migrating services from your on-premise environment, starting with your email system. This module addresses the key issues of migrating email accounts to Exchange Online and the planning involved in that process. In the lab, you will practice that planning and then carry out a cutover migration from your on-premises environment to Exchange Online.

#### Lessons

- Add and Configure Custom Domains
- · Recommend a Mailbox Migration Strategy

#### Lab: Preparing for Exchange Migration

• Configure Exchange Server for Cutover Migration

# Module 6: Planning Exchange Online and Configuring DNS Records

In this module, you learn about the factors that cover DNS domain configuration for Office 365, where you need to add the customer's existing domain or domains to Office 365. This module also covers the individual settings that you need to configure so that each Office 365 service works correctly and fully supports client access. These activities typically happen in the Deploy phase of the FastTrack process. This module also addresses the key issues of migrating email accounts to Exchange Online and the planning involved in that process.

#### Lessons

- Plan for Exchange Online
- Configure DNS Records for Services

#### Lab: Configuring DNS Records and Migrating to Exchange Online

- Perform a cutover migration to Exchange Online
- Configure DNS Records for Services

### Module 7: Administering Exchange Online

In this module, you learn how to configure Exchange Online settings that you planned in the previous module, including archive polices, anti-malware and anti-spam settings, additional email addresses and external contacts and resources.

These are actions that you would typically carry out during the Deploy phase of the Office 365 FastTrack deployment or

as part of the normal management operations of Exchange Online.

You typically carry out these actions through the Office 365 portal, although you can also use the Windows Azure Active Directory PowerShell console to access additional features.

#### **Module 8: Configuring SharePoint Online**

In this module, students learn how to plan a SharePoint Online implementation that reflects the customer's needs and then create site collections that reflect those requirements. This module then covers the process of external user sharing with SharePoint Online and describes how this arrangement helps organizations share information more effectively.

#### Lessons

- Manage SharePoint Site Collections
- · Configure External User Sharing
- Plan a Collaboration Solution

#### Lab: Configuring SharePoint Online

- Create SharePoint Site Collections
- Configure External User Sharing
- Configure Social and Collaboration Features

#### Module 9: Configuring Lync Online

In this module, students learn how to identify factors in the customer's environment that need to be reflected in the Lync Online deployment plan, then configure Lync Online to reflect the customer's business requirements, both at the end-user level and at the organization level.

#### Lessons

- Plan for Lync Online
- Configure Lync Online Settings

#### Lab: Configuring Lync Online

- Configure Lync End-User Communication Settings
- Configure Lync Organizational Settings

### **Module 10: Implementing Directory Synchronization**

In this module, students learn how to plan, prepare and implement DirSync as a methodology for user and group management in an Office 365 deployment. The module covers the preparation of an on-premises environment, the installation and configuration of DirSync, and how to manage Active Directory users after DirSync has been enabled.

#### Lessons

- Prepare On-premises Active Directory for DirSync
- Set up DirSync

• Manage Active Directory Users and Groups with DirSync In Place

# Lab: Implementing Directory Synchronization

- Prepare on-premises Active Directory for DirSync
- Set up DirSync
- Manage Active Directory Users and Groups with DirSync In Place

**Module 11: Implementing Active Directory Federation Services**In this module, students learn to plan for single signon (SSO) by using Active Directory Federation Services (AD FS) and then cover the process for setting up an AD FS server farm and an AD FS proxy. This module also cover the management process for certificates and the AD FS servers.**Lessons** 

- Planning for AD FS
- Install and Manage AD FS Servers
- Install and Manage AD FS Proxy Servers

**Lab: Implementing Active Directory Federation Services** 

- Install AD FS Servers and Proxy Servers
- Manage AD FS Servers and Proxy Servers

**Module 12: Monitoring Office 365**In this module, students learn about monitoring user connections to Office 365 and how to cope with service outages. They look at a range of tools that diagnose service health and review the reports that Office 365 provides.**Lessons** 

- Isolate Service Interruption
- Monitor Service Health
- Analyze Reports

# **Product detail**

Part no	Product Description	QTY
Q5Y-00003	Office365PlanE3Open ShrdSvr SNGL SubsVL OLP NL Annual Olfd	20

Sincerely yours,

Pinak Ranjan Biswas Officer in Charge Procurement Unit

# FORM FOR SUBMITTING SUPPLIER'S QUOTATION9

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>10</sup>)

	We, the unders	igned, hereby	accept in full	the UNDP	General	Terms and	Conditions,	and hereby
offer to	supply the items	s listed below i	n conformity	with the sp	ecificatio	n and requi	rements of L	JNDP as per
RFQ Ref	ference No	:						

# **TABLE 1: Offer to Supply Goods Compliant with Technical Specifications and Requirements**

Table: Pricing breakdown for one year Subscription, Deployment, Migration and Training for E3 solution:

		Deployment, Mig	iationa		19 101 L3 301	
S/L	Product	Product Description	QTY	Latest Delivery date	Unit Price in BDT	Total Price (BDT) = Quantity X Unit Price (BDT)
1	License	Office365PlanE3Open ShrdSvr SNGL SubsVL OLP NL Annual Olfd	20	10 days after within Purchase Order		
2	Implementation	Migrating existing mails from webmail/Archive server to Exchange/Lync/office	1			
3	Service level Agreement (SLA)	Support for Exchange/Lync/office	01 year			
5	Training	In house User & Training on (Outlook, lync, calendars, web interface, Document handling and sharing) on (1 day training by Local Resource)  System Administration Training (with Microsoft Certification)				
Total F	inal and All-Inclusive F	Price Quotation				

<sup>&</sup>lt;sup>9</sup>This serves as a guide to the Supplier in preparing the quotation and price schedule. <sup>10</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

TABLE 2: Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation	Your Responses			
are as follows :	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal	
The firm must have the authorization of Office 365 Enterprise E3 solution( Certification must be submitted)				
The Vendor shall have at least one commercial deployment experience of similar kind of solution in Bangladesh. (Contract/PO/related documents must be submitted)				
CV of the key personnel having previous experience of deploying similar system with reference				
Bidder shall submit the copy of customer experience letter for the same solution deployment with communication e-mail and contact details.				
Bidders shall have Microsoft Cloud Accelerate Partner Competency In House User training				
Administration training				
Migrating existing mails from webmail/Archive server to Exchange/Lync/office				
Delivery Lead Time				
Latest Business Registration Certificate				
VAT and TIN Certificate				
Validity of Quotation				
All Provisions of the UNDP General Terms and Conditions				
Other requirements: Documents to be submitted as per Eligibility Criteria mentioned above				

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

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

# **General Terms and Conditions**

#### 1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

#### 2. PAYMENT

- 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

#### 3. TAX EXEMPTION

- 3.1 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 utilities 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 UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
  - 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

#### 4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

# 5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

# 6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

# 7. INSPECTION

- 7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.
- 7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

#### 8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

#### 9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- 9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
- 9.2 Refuse to accept delivery of all or part of the goods.
- 9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

#### 10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to <u>Force Majeure</u>), if reasonably so requested by UNDP.

#### 11. ASSIGNMENT AND INSOLVENCY

- 11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
- 11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

#### 12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

# 13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

# 14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates 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.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

#### 15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates 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.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

# 16. 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 Purchase Order 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. Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of 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, including its provisions on applicable law. 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.

#### 17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

# 18. SEXUAL EXPLOITATION:

- 18.1 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.
- 18.2 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.

# 19.0 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.

#### **20. AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, 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 Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

# **Declaration**

Date:
United Nations Development Programme UNDP Registry, IDB Bhaban, Agargaon Sher-E-Bangla Nagar, Dhaka, Bangladesh
Assignment:
Reference:
Dear Sir, I declare that
Yours Sincerely,