

UNITED NATIONS DEVELOPMENT PROGRAMME



*Empowered lives.
Resilient nations.*

REQUEST FOR PROPOSAL
RFP for the provision of Adobe Experience Manager (AEM) Managed Services

RFP No.: UNDP-BERA- 2019 -011

Country: USA

Issued on: 10 July 2019

Contents

Section 1. Letter of Invitation.....	4
Section 2. Instruction to Bidders	5
A. GENERAL PROVISIONS	
1. Introduction	5
2. Fraud & Corruption, Gifts and Hospitality	5
3. Eligibility	5
4. Conflict of Interests	5
B. PREPARATION OF PROPOSALS	
5. General Considerations.....	6
6. Cost of Preparation of Proposal	6
7. Language	6
8. Documents Comprising the Proposal	6
9. Documents Establishing the Eligibility and Qualifications of the Bidder.....	6
10. Technical Proposal Format and Content.....	6
11. Financial Proposals.....	7
12. Proposal Security.....	7
13. Currencies	7
14. Joint Venture, Consortium or Association.....	7
15. Only One Proposal.....	8
16. Proposal Validity Period.....	8
17. Extension of Proposal Validity Period.....	9
18. Clarification of Proposal.....	9
19. Amendment of Proposals.....	9
20. Alternative Proposals.....	9
21. Pre-Bid Conference	9
C. SUBMISSION AND OPENING OF PROPOSALS	
22. Submission.....	10
23. Deadline for Submission of Proposals and Late Proposals.....	11
24. Withdrawal, Substitution, and Modification of Proposals	11
25. Proposal Opening	11
D. EVALUATION OF PROPOSALS	11
26. Confidentiality	11
27. Evaluation of Proposals	12
28. Preliminary Examination	12
29. Evaluation of Eligibility and Qualification.....	12
30. Evaluation of Technical and Financial Proposals	12
31. Due Diligence	13
32. Clarification of Proposals	13
33. Responsiveness of Proposal.....	13
34. Nonconformities, Reparable Errors and Omissions.....	13
E. AWARD OF CONTRACT	
35. Right to Accept, Reject, Any or All Proposals	14

36. Award Criteria	14
37. Debriefing	14
38. Right to Vary Requirements at the Time of Award	14
39. Contract Signature	14
40. Contract Type and General Terms and Conditions	14
41. Performance Security	14
42. Bank Guarantee for Advanced Payment	15
43. Liquidated Damages	15
44. Payment Provisions	15
45. Vendor Protest	15
46. Other Provisions	15
Section 3. Bid Data Sheet	16
Section 4. Evaluation Criteria	19
Section 5. Terms of Reference	23
Section 6: Returnable Bidding Forms / Checklist	33
form a: technical proposal submission form	34
form b: bidder information form	35
form c: joint venture/consortium/association information form	36
form d: qualification form	37
form e: format of technical proposal	39
form f: financial proposal submission form	43
form g: financial proposal form	44

SECTION 1. LETTER OF INVITATION

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet (BDS):

Section 1: This Letter of Invitation

Section 2: Instruction to Bidders

Section 3: Bid Data Sheet (BDS)

Section 4: Evaluation Criteria

Section 5: Terms of Reference

Section 6: Returnable Bidding Forms

- Form A: Technical Proposal Submission Form
- Form B: Bidder Information Form
- Form C: Joint Venture/Consortium/Association Information Form
- Form D: Qualification Form
- Form E: Format of Technical Proposal
- Form F: Financial Proposal Submission Form
- Form G: Financial Proposal Form

Section 7: General Terms and Conditions GTC

Annex A- Mutual Non-Disclosure Agreement Note:

Information on the current environment context (Appendix A and B) will be shared with a Proposer upon submission of signed the MUTUAL NON-DISCLOSURE AGREEMENT and before the deadline of the proposal submission.

If you are interested in submitting a Proposal in response to this RFP, please prepare your Proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the Deadline for Submission of Proposals set out in Bid Data Sheet.

Please acknowledge receipt of this RFP by sending an email to cpu.bids@undp.org, indicating whether you intend to submit a Proposal or otherwise. You may also utilize the “Accept Invitation” function in eTendering system, where applicable. This will enable you to receive amendments or updates to the RFP. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Bid Data Sheet as the focal point for queries on this RFP.

If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal. Please send your query to cpu.bids@undp.org.

Please note that at any time prior to the deadline for submission of Proposals, UNDP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Proposer, modify the Solicitation Documents by amendment, including through provision of supplementary information. Prospective Proposers are, therefore, advised to regularly check the UNDP website <http://procurement-notices.undp.org/> for amendments.

UNDP looks forward to receiving your Proposal and thank you in advance for your interest in UNDP procurement opportunities.

Issued by:

Paola Laurenzano

Name: Paola Laurenzano
Title: Procurement Analyst
Date: **July 10 2019**

Approved by:

Yana Dovga

Name: Yana Dovga
Title: Officer-in-Charge CPU
Date: **July 10, 2019**

SECTION 2. INSTRUCTION TO BIDDERS

A. GENERAL PROVISIONS	
1. Introduction	<p>1.1 Bidders shall adhere to all the requirements of this RFP, including any amendments in writing by UNDP. This RFP is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://poppp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</p> <p>1.2 Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFP.</p> <p>1.3 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.</p>
2. Fraud & Corruption, Gifts and Hospitality	<p>2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</p> <p>2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>2.3 In pursuance of this policy, UNDP (a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf</p>
3. Eligibility	<p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p>
4. Conflict of Interests	<p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <p>a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;</p>

	<p>b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or</p> <p>c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.</p> <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such a conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:</p> <p>a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and</p> <p>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</p> <p>Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.</p> <p>4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal.</p>
B. PREPARATION OF PROPOSALS	
5. General Considerations	<p>5.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the UNDP</p>
6. Cost of Preparation of Proposal	<p>6.1 The Bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
7. Language	<p>7.1 The Proposal, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.</p>
8. Documents Comprising the Proposal	<p>8.1 The Proposal shall comprise of the following documents:</p> <p>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</p> <p>b) Technical Proposal;</p> <p>c) Financial Proposal;</p> <p>d) Proposal Security, if required by BDS;</p> <p>e) Any attachments and/or appendices to the Proposal.</p>
9. Documents Establishing the Eligibility and Qualifications of the Bidder	<p>9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.</p>
10. Technical Proposal Format and Content	<p>10.1 The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP.</p> <p>10.2 The Technical Proposal shall not include any price or financial information. A</p>

	<p>Technical Proposal containing material financial information may be declared non-responsive.</p> <p>10.3 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by UNDP, and at no expense to UNDP</p> <p>10.4 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the services and/or equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.</p>
11. Financial Proposals	<p>11.1 The Financial Proposal shall be prepared using the Standard Form provided in Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.</p> <p>11.2 Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p> <p>11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.</p>
12. Proposal Security	<p>12.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal.</p> <p>12.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected.</p> <p>12.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in the event of any one or combination, of the following conditions:</p> <ol style="list-style-type: none"> If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or; In the event that the successful Bidder fails: <ol style="list-style-type: none"> to sign the Contract after UNDP has issued an award; or <p>12.6 to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</p>
13. Currencies	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:</p> <ol style="list-style-type: none"> UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and In the event that UNDP selects a proposal for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.
14. Joint Venture, Consortium or Association	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association</p>

	<p>jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ol style="list-style-type: none"> Those that were undertaken together by the JV, Consortium or Association; and Those that were undertaken by the individual entities of the JV, Consortium or Association. <p>14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
15. Only One Proposal	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.</p> <p>15.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ol style="list-style-type: none"> they have at least one controlling partner, director or shareholder in common; or any one of them receive or have received any direct or indirect subsidy from the other/s; or they have the same legal representative for purposes of this RFP; or they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Bidder regarding this RFP process; they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.
16. Proposal Validity Period	<p>16.1 Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Proposal validity period, the Bidder shall maintain its original Proposal</p>

	without any change, including the availability of the Key Personnel, the proposed rates and the total price.
17. Extension of Proposal Validity Period	<p>17.1 In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.</p> <p>17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.</p>
18. Clarification of Proposal	<p>18.1 Bidders may request clarifications on any of the RFP documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.</p>
19. Amendment of Proposals	<p>19.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.</p>
20. Alternative Proposals	<p>20.1 Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNDP shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.</p> <p>20.2 If multiple/alternative proposals are being submitted, they must be clearly marked as “Main Proposal” and “Alternative Proposal”</p>
21. Pre-Bid Conference	When appropriate, a Bidder’s conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder’s conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Bidder’s Conference or issued/posted as an amendment to RFP.

C. SUBMISSION AND OPENING OF PROPOSALS	
22. Submission	<p>22.1 The Bidder shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the BDS. The submission shall be in the manner specified in the BDS.</p> <p>22.2 The Proposal shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Proposal.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p>
Hard copy (manual) submission	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <ul style="list-style-type: none"> a) The signed Proposal shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail. b) The Technical Proposal and the Financial Proposal envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each envelope SHALL clearly indicate the name of the Bidder. The outer envelopes shall: <ul style="list-style-type: none"> i. Bear the name and address of the bidder; ii. Be addressed to UNDP as specified in the BDS iii. Bear a warning that states “<i>Not to be opened before the time and date for proposal opening</i>” as specified in the BDS. <p>If the envelopes and packages with the Proposal are not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p>
Email Submission	<p>22.5 Email submission, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS; b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE. The financial proposal shall be encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the BDS. c) The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose Technical Proposal has been found to be technically responsive. Failure to provide correct password may result in the proposal being rejected.
eTendering submission	<p>22.6 Electronic submission through eTendering, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;

	<p>b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled.</p> <p>d) The Financial Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose technical proposal has been found to be technically responsive. Failure to provide the correct password may result in the proposal being rejected.</p> <p>c) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>d) Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/</p>
23. Deadline for Submission of Proposals and Late Proposals	<p>23.1 Complete Proposals must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognize the date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.</p>
24. Withdrawal, Substitution, and Modification of Proposals	<p>24.1 A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Proposal by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as “WITHDRAWAL” “SUBSTITUTION,” or “MODIFICATION”</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos.</p> <p>24.4 Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened</p>
25. Proposal Opening	<p>25.1 There is no public bid opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at least two (2) members. In the case of e-Tendering submission, bidders will receive an automatic notification once their proposal is opened.</p>
D. EVALUATION OF PROPOSALS	
26. Confidentiality	<p>26.1 Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP’s decision, result in the rejection of its Proposal and may be subject to the application of prevailing UNDP’s vendor sanctions procedures.</p>

27. Evaluation of Proposals	<p>27.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP. UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> <p>27.2 Evaluation of proposals is made of the following steps:</p> <ul style="list-style-type: none"> a) Preliminary Examination b) Minimum Eligibility and Qualification (if pre-qualification is not done) c) Evaluation of Technical Proposals d) Evaluation of Financial Proposals
28. Preliminary Examination	<p>28.1 UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at this stage.</p>
29. Evaluation of Eligibility and Qualification	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required; d) They are able to comply fully with UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
30. Evaluation of Technical and Financial Proposals	<p>30.1 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the BDS. When necessary and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the bid document where required.</p> <p>30.2 In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.</p> <p>30.3 The evaluation method that applies for this RFP shall be as indicated in the BDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Bidders; or (b) the combined scoring method which will be based on a combination of the technical and financial score.</p> <p>30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:</p>

	<p><u>Rating the Technical Proposal (TP):</u></p> <p>TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p>Combined Score = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p>
31. Due Diligence	<p>31.1 UNDP reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. Clarification of Proposals	<p>32.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Bidder for a clarification of its Proposal.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.</p>
33. Responsiveness of Proposal	<p>33.1 UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself. A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.</p> <p>33.2 If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
34. Nonconformities, Repairable Errors and Omissions	<p>34.1 Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial</p>

	<p>nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.</p> <p>34.3 For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case the line item total as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.</p>
E. AWARD OF CONTRACT	
35. Right to Accept, Reject, Any or All Proposals	<p>35.1 UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.</p>
36. Award Criteria	<p>36.1 Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS.</p>
37. Debriefing	<p>37.1 In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Bidder's submission shall not be discussed.</p>
38. Right to Vary Requirements at the Time of Award	<p>38.1 At the time of award of Contract, UNDP reserves the right to vary 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.</p>
39. Contract Signature	<p>39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and on which event, UNDP may award the Contract to the Second Ranked Bidder or call for new Proposals.</p>
40. Contract Type and General Terms and Conditions	<p>40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>
41. Performance Security	<p>41.1 40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within fifteen (15) days of the contract signature by</p>

	both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42. Bank Guarantee for Advanced Payment	42.1 Except when the interests of UNDP so require, it is UNDP's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://poppp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default
43. Liquidated Damages	43.1 If specified in BDS, UNDP shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.
44. Payment Provisions	44.1 Payment will be made only upon UNDP's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of contract.
45. Vendor Protest	45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html
46. Other Provisions	<p>46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar services, UNDP shall be entitled to same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p>

SECTION 3. BID DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Request for Proposals. In the case of a conflict between the Instructions to Bidders, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall prevail.

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Proposal	English
2		Submitting Proposals for Parts or sub-parts of the TOR (partial bids)	Not Allowed
3	20	Alternative Proposals	Shall not be considered
4	21	Pre-proposal conference	<p>Will be Conducted Date and Time: July 30,2019 11:00am EST New York Venue: On line – Link and contact details will be provided.</p> <p>The UNDP focal point for the meeting is Paola Laurenzano/ Jonas Mantey Email: cpu.bids@undp.org</p>
5	10	Proposal Validity Period	120 days
6	14	Bid Security	Not Required
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will not be imposed
9	40	Performance Security	Not Required
10	18	Currency of Proposal	United States Dollar
11	31	Deadline for submitting requests for clarifications/questions	<p>5 days before the submission deadline Clarifications will be provided on rolling basis and last request for questions/clarification should be submitted to UNDP no later than 10 calendar days before the submission deadline</p>
12	31	Contact Details for submitting clarifications/questions	<p>Focal Person in UNDP: Paola Laurenzano – Jonas Mantey E-mail address: cpu.bids@undp.org</p>

13	18, 19 and 21	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<p>Posted directly to eTendering. Once uploaded, Prospective Proposers (i.e. Proposers that have accepted the bid invitation in the system) will be notified via email that changes have occurred. It is the responsibility of the Proposers to view the respective changes and clarifications in the system.</p> <p>Posting on the website: http://procurement-notices.undp.org/</p>
14	23	Deadline for Submission	<p>4PM 8 AUGUST 2019 EST New York time</p> <p>For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.</p> <p><u>PLEASE NOTE:</u></p> <p>1. Date and time visible on the main screen of event (on eTendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. The correct bid closing time is as indicated in the eTendering portal and the system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline.</p> <p>2. Bidders are requested to submit their bid a day prior or well before the closing time. It is strongly discouraged to wait until last minute. If bidders face any issue submitting their bid at the last minute, UNDP may not be able to assist.</p>
14	22	Allowable Manner of Submitting Proposals	<p><input type="checkbox"/> e-Tendering Online bidding in eTendering System</p>
15	22	Proposal Submission Address	<p>https://etendering.partneragencies.org</p> <p>BU Code: UNDP 1 Event ID: CPUP 19-011</p>
16	22	Electronic submission (email or eTendering) requirements	<p><u>Submission through eTendering Only</u></p> <ul style="list-style-type: none"> ▪ Format: PDF files only ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Password for financial proposal <u>must</u> not be provided to UNDP until requested by UNDP ▪ Max. File Size per transmission: N/A ▪ Mandatory subject of email: N/A <p>The Proposers shall submit their proposals online in eTendering system. In this regard, the Proposer shall upload separate proposals for:</p> <p>1) Technical Proposal; and 2) Financial Proposal, as separate attachments/files clearly marked as “Technical Proposal” and “Financial Proposal.”.</p> <p>2. To secure your financial offer, please SET-UP A PASSWORD for the Financial Proposal which will be requested as follows:</p> <p>a) The password for Financial Proposal will be requested from Proposers if they are successful in the Technical Proposal evaluation. Only those who</p>

			<p>achieved the minimum score on the technical evaluation will be requested to provide the password to the financial proposals.</p> <p>b) It is strongly suggested that Proposers make a note of the passwords and keep them in a safe place. If we are unable to open the file because of forgotten password (s), the proposal will be disqualified.</p> <p><u>Please note:</u> Any proposal sent to the private email addresses of any procurement staff will not be accepted</p>
17	27 36	Evaluation Method for the Award of Contract	<p>Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively</p> <p>The minimum technical score required to pass is 700 points out of 1000 points. The financial proposals will be reviewed based on the total price for 3 years.</p>
18		Expected date for commencement of Contract	<i>November 1, 2019</i>
19		Maximum expected duration of contract	One year with possibility of extension for another one/two year upon satisfactory service and UNDP needs with the selected vendor.
20	35	UNDP will award the contract to:	One Proposer Only
21	39	Type of Contract	<p>Contract Face Sheet (Goods and/or Services)</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>
22	39	UNDP Contract Terms and Conditions that will apply	<p>UNDP General Terms and Conditions for Good and Services</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p> <p><u>Please note that the notice period for termination of contract has been updated.</u></p> <p>20. TERMINATION: 20.1 Either Party may terminate the Contract for cause, in whole or in part, upon Ninety (90) days' notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 23 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.</p>
23		Other Information Related to the RFP	

SECTION 4. EVALUATION CRITERIA

Preliminary Examination Criteria (Stage 1)

Proposals will be examined to determine whether they are complete and submitted in accordance with RFP requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney
- Minimum documents provided
- Technical and Financial Proposals submitted separately
- Bid Validity

Minimum Eligibility and Qualification Criteria

Eligibility and Qualification will be evaluated on Pass/Fail basis.

If the Proposal is submitted as a Joint Venture/Consortium/Association, each member should meet minimum criteria, unless otherwise specified in the criterion.

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Technical Proposal Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Technical Proposal Submission Form
Bankruptcy	Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Technical Proposal Submission Form
QUALIFICATION		
History of Non-Performing Contracts¹	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience	Minimum 5 years of relevant experience.	Form D: Qualification Form
	Minimum 3 contracts of similar value, nature and complexity implemented over the last 3 years.	Form D: Qualification Form

¹ Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

	<p>Each proposal should contain references to the current or past clients which contracted offeror to provide AEM managed services in similar volume</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	
Certifications	<p>At least achieved a “Business Partner” level for application hosting.</p> <p>Each proposal will need to include documentation of the partner level. This will also be verified online via this page that filters the list of partners down by the selections “Adobe Experience manager” and “Application Hosting” together: http://solutionpartners.adobe.com/home/partnerFinder.html</p>	
Financial Standing	<p>Minimum average annual turnover of USD200,000 for the last 3 years.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form
	<p>Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p> <p>Dunn & Bradstreet report or Audited Financial Statement (Income Statement and Balance Sheet) including Auditor’s Report for last three years duly certified by a Public Accountant, and with authentication of receiving by the Government’s Internal Revenue Authority. Include any indication of credit rating, industry rating, etc</p>	Form D: Qualification Form

Technical Evaluation Criteria Evaluation

Stage 2:

Technical Evaluation Criteria

Offerors should bear in mind that demonstrating a thorough understanding of the requirements, and an ability to propose solutions that are both creative and responsive for each of the 3 phases of the project are likely to receive highest scores. Offerors are required to make reference to similar work, with proven successful outcomes, with organizations that have international operations.

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Bidder's qualification, capacity and experience	250
2.	Proposed Methodology, Approach and Implementation Plan	500
3.	Management Structure and Key Personnel	250
	Total	1000

Section 1. Bidder's qualification, capacity and experience		Points obtainable
1.1	<p>Reputation of Organization and Staff Credibility / Reliability / Industry Standing</p> <p>General Organizational Capability which is likely to affect implementation</p> <ul style="list-style-type: none"> Financial stability Loose consortium, holding company or one firm Age and size of the firm and annual turnover project financing capacity, project management controls, Relevance of specialized knowledge and experience on similar engagements done in the region/country <p>Years of organizational experience in providing CQ5/AEM Managed Services (minimum 3 years)</p>	170
1.2	<p>Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills):</p> <ul style="list-style-type: none"> Number of engaged subcontractors on client projects with requisite skills and management arrangements with the subcontractors List external service providers that contribute to the provisioning of hosted AEM managed services (for example, third-party spam providers and SaaS and PaaS providers). 	30
1.3	Quality assurance procedures and risk mitigation measures	20
1.4	<p>Organizational Commitment to Sustainability (mandatory weight)</p> <p>-Organization is compliant with ISO 14001 or ISO 14064 or equivalent – 20 points</p> <p>-Organization is a member of the UN Global Compact -5 points</p> <p>-Organization demonstrates significant commitment to sustainability through some other means- 5 points, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues</p>	30
Total Section 1		250

Section 2. Proposed Methodology, Approach and Implementation Plan			Points obtainable
2.1	Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another? To what degree is the relevance of the company's specialized knowledge? The company's organizational experience on similar programmes.		50
2.2	Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Terms of Reference Details on how the different service elements shall be organized, controlled and delivered Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic		350
2.3	To what degree is the relevance of work performed for UN and private-sector enterprise; major multilateral or bilateral programmes; or international organizations; or Fortune Global 500; or US Fortune 500?		50
2.4	How relevant are the differentiating factors, will they add value to the project?		50
Total Section 2			500

Section 3. Management Structure and Key Personnel			Points obtainable
3.1	Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services?		20
3.1a	Manager of AEM Managed Services Division <ul style="list-style-type: none"> - Minimum 5 years of experience in leading a managed services division of technical resources - Fluency in written and spoken English is required 		30
3.1b	AEM Engineer <ul style="list-style-type: none"> - Minimum 3 years of experience in Adobe AEM / Adobe CQ application support and JVM performance tuning. Additional skills include continuous integration support and website performance and reliability analysis - Fluency in written and spoken English is required 		75
3.2 a	System Administrator <ul style="list-style-type: none"> - Minimum 4 years of experience in system administration and configuration and cloud provider hardware provisioning and configuration 		75
3.2 b	Account Manager <ul style="list-style-type: none"> - Minimum 3 years of experience in managing client relationships within a managed service offering. - Fluency in written and spoken English is required 		50
Total Section 3			250

SECTION 5. TERMS OF REFERENCE

Provision of Adobe Experience Manager (AEM) Managed Services

Current State**Background**

For managing the public-facing internet websites, UNDP uses AEM as its single global technology platform. This platform is used to manage UNDP's corporate website <https://www.undp.org/> as well as the individual country, regional, and representation office websites. Currently the platform hosts 150+ sites and is used 24x7 across all time-zones around the world.

The platform is hosted at a third-party data centre that provides 24x7 managed services including dedicated hosting, network, security, and data backup for the platform. The platform consists of production, disaster recovery, staging, and development environments. In addition, the platform uses version control and a continuous integration server for code deployments and uses various performance and monitoring tools to monitor the performance and health of the platform.

Current State of Management

The AEM system is currently managed on an application support level by an outside service provider since October 2013. That service provider works alongside with UNDP personnel in the management and availability of the platform from application layer and operating system level stand-points. The hardware and network layers are managed by another outside service provider and the relationship with the provider is managed by UNDP personnel. The development and end user support are handled in-house at UNDP.

Current Environment Context

Upon request to intention to bid on the ITB and a signed non-disclosure agreement, UNDP will provide the necessary documents that captures this information.

Scope of Managed Services**Service Description**

The selected vendor will provide following services (see Appendix A for proposed technical architecture):

- Managed Hosting for the following AEM Environments:
 - Production Environment
 - Staging Environment
 - Development Environment
 - Continuous Delivery services
 - Disaster Recovery (DR) for the Production Environment

Scope of Managed Hosting

- Cloud-based Infrastructure
- OS Administration
- Administration of AEM production, staging, development, and DR environments
- Provide development infrastructure which should at minimum include version control system, continuous integration services, ticketing system and online documentation system (runbook)
- Systems and application monitoring
- Backup and restores
- 24/7 incident management support
- Creating and managing support tickets with Adobe support on behalf of UNDP
- Disaster Recovery
- Intrusion Detection and Web Application Firewall management
- Ability to work with UNDP on the following integration points
 - Active Directory Authentication
 - SMTP Transport to Office365.com

Out-of-scope for Managed Hosting

- Hosting of Active Directory and Email Environments

Summary of Services**Standard operations**

1. Administration
 - a. Manage servers and services in an environment; Manage AEM instance security; Configure AEM logs and reports;
2. Repository Maintenance;
 - a. Check for and repair consistency and search index errors ; Monitor size of AEM repository; Shrink AEM Datastore and run and monitor Datastore Garbage Collection; Shrink AEM Repository and run and monitor Tar PM optimization and Index Re-indexing; Create and configure the maintenance plan
3. System Monitoring;
 - a. Monitor OS logs, Apache logs, and AEM logs; Clean up log files; Trace connectivity problems with UNDP Corporate Email and Active Directory
4. Monitoring Performance and availability (see Service Delivery Metrics for specific details)
5. Manage Dispatcher / Apache configuration including integrated modules (mod_pagespeed, mod_security)
6. Keep AEM instances up to date with all hot fixes, security patches, and service packs
7. Test and Deploy software updates on a continuous basis
8. Create support tickets with Adobe Support and follow up on any issues with AEM product
9. Backup
10. Maintain technical documentation related to technical architecture, maintenance plans, integration points, and escalation procedures
11. Manage SSL certificates for UNDP infrastructure

On-request Operations

1. Restore operations
2. Manage content syncing between Production Publisher Instances
3. Deployment of custom solutions provided by UNDP (JSP, OSGI bundles, etc.) to the Production Environment
4. Refresh Staging and Development Environments with a copy of the Production Environment
5. Create a separate environment for a limited duration and perform AEM application server installation, configuration and set-up for any invasive AEM upgrades or patches
6. Perform load and penetration tests for various environments

Roles and Responsibilities

Service Activity	Responsible
System Administration – Production, Staging, Development, and Disaster Recovery environments <ul style="list-style-type: none"> • Server management and hosting of AEM infrastructure – including OS updates and patching • Keep AEM instances up to date with all hot fixes, security patches, and service packs • AEM administration <ul style="list-style-type: none"> ○ Check for and repair consistency and search index errors ○ Monitor size of AEM repository and datastore and shrink AEM repository and datastore periodically ○ Create and configure the maintenance plan ○ Monitor replication queues to Publishers for excessive buildup and remedy if blocked ○ Monitor performance of AEM application and tune JVM as needed • Backup and restore operations; 	Selected Vendor
AEM Administration - Production, Staging, Development, and Disaster Recovery environments <ul style="list-style-type: none"> • Manage Dispatcher / Apache configuration • Review AEM application logs and identify and implement reliability and performance improvement opportunities and work with UNDP developers if needed. 	Selected Vendor

<ul style="list-style-type: none"> • Manage content syncing between Production Publisher Instances • Refresh Staging and Development Environments with a copy of the Production Environment • Deployment of custom solutions provided by UNDP (JSP, OSGI bundles, etc.) • Upon request by UNDP, refresh Staging Environment with a copy of the Production Environment and assist with AEM content item recovery due to accidental deletion or inactivation • Perform yearly security audits on the AEM application layer (requirements can be defined in a scope and assessment together with UNDP and the selected vendor) • Maintain documentation related to the environment, maintenance plans, integration points, and escalation procedures 	
<p>Monitoring – Production, Staging, Development, and Disaster Recovery environments</p> <ul style="list-style-type: none"> • System monitoring and alerting (Hardware, CPU, Memory, Disk) • Monitoring of AEM sites • Monitoring of separate services specific to AEM including Apache services • OS logs, Apache logs, and AEM logs; Clean up log files • Troubleshoot connectivity problems with UNDP Corporate Email and Active Directory 	Selected Vendor
<p>High Availability</p> <ul style="list-style-type: none"> • The managed service is fully virtualized and scalable using Hyper-V, VMWare ESX Server, Xen, or equivalent virtualization platforms. All servers are virtual in high availability. • Redundancy for UNDP AEM Production environment through the deployment of minimum of two Publishers and Dispatchers for the Publishing environment portion and mirror setup in DR environment 	Selected Vendor
<p>Intrusion Detection and Web Application Firewall</p> <ul style="list-style-type: none"> • The managed service is protected by an in-line intrusion detection service or a web application firewall installed on all external-facing servers • Upon request, full disclosure of network, intrusion detection or web application firewall, web server, and application logs needs to be given to UNDP Security Team for any security incident. 	Selected Vendor
<p>Access to systems - Production, Staging, Development, and Disaster Recovery environments</p> <ul style="list-style-type: none"> • The environment will be available to UNDP users worldwide over the Internet • Access to the Authoring environment will be restricted to authorized users only through appropriate user id, password, and ACLs 	Selected Vendor
<p>Continuous Delivery, Release Management</p> <ul style="list-style-type: none"> • Perform source-control based deployments from VCS to Production Environment via scripts (such as Maven or Ant) combined with continuous integration tools. Trouble-shoot any application issues related to source-control and continuous integration tools 	Selected Vendor
<p>Disaster Recovery and Security Audits</p> <ul style="list-style-type: none"> • Work with UNDP to set up disaster recover procedures that are part of UNDP's business continuity plans. • Execute and manage testing of failover from Staging Environment to the Disaster Recovery environment on a scheduled basis as described in the "Service Delivery Metrics" section. • Refresh the Disaster Recovery environment with data from Production Environment to fit Recovery Time and Recovery Point Objects as described in the "Service Delivery Metrics" section. • Work with UNDP to remedy all issues found in periodic security audits conducted by UNDP of all AEM environments 	Selected Vendor
<p>Incident Reporting and Review Meetings</p> <p>The selected vendor will provide the following monitoring reports to UNDP:</p> <ol style="list-style-type: none"> 1. Capacity Utilization (monthly) <ol style="list-style-type: none"> a. Individual Sites list and size of AEM Repository per site <ol style="list-style-type: none"> i. Size of /content/[site] – 160 sites and increasing 	Selected Vendor

<ul style="list-style-type: none"> ii. Size of /content/dam/[site] – 160 sites and increasing b. Memory and CPU Utilization of AEM application <ol style="list-style-type: none"> 2. Performance Reports for each environment (weekly basis) <ul style="list-style-type: none"> a. Throughput b. Application response times c. Error % Rate d. Number of Requests e. SLA performance and Uptime 3. Incident and Remedy Ticket Report (monthly basis) <ul style="list-style-type: none"> a. Number, category and priority of incidents reported b. Average acknowledgement time for each category and priority c. Average resolution time for each category and priority d. Lists the Adobe Support tickets created by the selected hosting provider on any issue related to the AEM environment (product functionality, outage, impairment, development, infrastructure integration) 4. Security and OS Patching Report (monthly basis) <ul style="list-style-type: none"> a. Lists the OS patches installed after every OS patching run b. Lists the AEM security patches installed c. Lists the custom AEM fixes installed as recommended by Adobe Support <p>The format and the specific information for these reports will be outlined in a scoping exercise with the selected vendor.</p> <p>The selected vendor will also schedule quarterly review meetings to discuss and review the state of the environment with UNDP and discuss any future steps. The location and timing of the meetings (face-to-face or remote) will be determined by the selected vendor in agreement with UNDP.</p>	
<p>Application Development</p> <ul style="list-style-type: none"> • Development of custom AEM solutions (JSP, OSGI bundles, etc.) • Development and administration of AEM sites • Integration to other systems 	UNDP
<p>Application Security</p> <ul style="list-style-type: none"> • Creation, modification, and deletion of user accounts and groups • Permission assignment in AEM – access to sites and sites content 	UNDP
<p>Integration to Active Directory, and Email Infrastructure</p> <ul style="list-style-type: none"> • Monitor Active Directory and Email Infrastructure health and alert vendor of outage and any downtime of services • Work with Selected Vendor and troubleshoot related connection issues with Active Directory, and Email Infrastructure 	UNDP
<p>User Support and Communication to UNDP users</p> <ul style="list-style-type: none"> • End user support and training • Handling of all communications to UNDP users, developers, and technical staff 	UNDP
<p>Changes to Capacity Requirements</p> <ul style="list-style-type: none"> • Advance communication of potential changes to capacity requirements. Plans to increase number of users significantly, or to roll-out new functionalities / implement additional modules, or any system changes that will impact capacity requirements will be communicated to the Vendor by UNDP. Such communications must provide adequate time to implement the requested changes. 	UNDP

Handling Spikes in Traffic to External Sites due to Event Launches

The vendor will need to have the capacity to scale up and handle periodic spikes in traffic to the external sites hosted in the Publishing Environment due to any pre-determined or unannounced event launches. The vendor will need to have service agreements to scale up and add more Dispatcher instances to cache more content and handle the traffic or incorporate the use of a content delivery network (CDN) to handle the load of traffic for periodic short period of

time.

An example of an event launch is the yearly Human Development Report launch. Every year UNDP has a global launch where it releases the Human Development Report to the general public. Generally, there is a 50% spike in traffic for 2-3 days as users from around the world are downloading the report and browsing content related to the publication across the corporate UNDP site (<https://www.undp.org/>).

Service Level Agreement

The following measures will need to be incorporated into the managed services offering. The service availability and reliability will be collected via New Relic Monitoring and portal accounts will need to be created and distributed to UNDP:

- The selected vendor will provide 24/7 support for incidents
- Publisher AEM application performance (weekly average)
 - AEM application transaction response time before the initial http response occurs and renders to the user browser - 175 ms
 - Throughput – 3000 requests per minute
- Authoring AEM application performance (weekly average)
 - AEM application transaction response time before the initial http response occurs and renders to the user browser - 100 ms
 - Throughput – 500 requests per minute
- The AEM Disaster Recovery (DR) environment
 - Recovery Time Objective (RTO): 4 hours
 - Recovery Point Objective (RPO): 8 hours
 - Disaster Recovery test of failover from Staging environment to Disaster Recovery environment is conducted once a year
 - Setup of a Disaster Recovery Environment in a different geographical area as the Production Environment

	SLA
AEM Production Publishers and Dispatchers	99.5%
AEM Production Authoring	99.0%
AEM Staging Environment	99.0%
AEM Development Environment	99.0%
Continuous Delivery environment	99.0%

- High availability and redundancy.
- We need to have the production authoring environment in a high-availability cluster in an active-active node configuration. The traffic is load balanced across all nodes in the cluster.
- We need to have the production publishing environment to have a shared-nothing architecture and the publishers and dispatchers are separate from each other and the data is redundant between each server. The traffic is load balanced across all dispatchers and the traffic between the dispatchers and publishers are load balanced as well. We would like the ability to scale up and add additional publisher or dispatcher servers if needed.

Backup Retention Guidelines

The table below are our guidelines for backup schedule and retention.

Environment	Backup Retention SLA
Development	<ul style="list-style-type: none"> • Full backup every week and have a retention policy of 8 weeks
Staging	<ul style="list-style-type: none"> • Full backup every week and have a retention policy of 8 weeks
Production Authoring instances	<ul style="list-style-type: none"> • Daily full backup with incremental backup every 8 hours and have a retention policy of 2 days. • Full backup every 24 hours and have a retention policy of 14 days. • Full backup every week and have a retention policy of 2 months.

	<ul style="list-style-type: none"> Full backup done on a monthly basis and have a retention policy of 3 months.
Production Publisher + Dispatcher instances	<ul style="list-style-type: none"> Full backup every 24 hours and have a retention policy of 14 days. Full backup every week and have a retention policy of 2 months. Full backup done on a monthly basis and have a retention policy of 3 months.
Disaster Recovery	<ul style="list-style-type: none"> Full backup every 24 hours and have a retention policy of 14 days
Continuous Delivery	<ul style="list-style-type: none"> Full backup every week and have a retention policy of 1 month.

Patching Type and Frequency Guidelines

The table below are our guidelines for patching type and frequency.

Patching Type	Patching Frequency Guidelines
Operating System and Security	Monthly basis at a date and time determined by UNDP
AEM Service Packs and Recommended Hotfixes	Applied on a monthly basis within public bulletin release.
AEM Security Hotfix	Applied within 1 week after public security bulletin release
Any zero-day exploit on the Operation System and Application layers. For example: <ul style="list-style-type: none"> OpenSSL / Heartbleed Apache Java AEM 	Applied within 24 hours after public security bulletin release.

Support Structure and Incident Response Times and Escalation

- The selected provider will need to have following support structure in place on a 24/7/365 basis (including holidays):
- Dedicated primary resource with a secondary resource available Monday – Friday 9 AM EST – 5 PM EST.
- Off-hour support via phone and remote communication (email address, ticketing portal, etc.)
- The support for manages services support will be requested by UNDP through a vendor-maintained ticket tracking system or via the pager email address. UNDP expects the vendor to use a case management system to track ticket status and categories. A vendor-assigned support or project manager will manage all submitted tickets. New tickets will be assigned to the appropriate resources to perform the work requested. Tickets will be categorized and prioritized to indicate the importance
- The ticket categories, the priorities assigned to them, and target SLAs for completion, and the type of tickets are guidelines to the vendors.
- The types of tickets assigned to these ticket categories and priorities can be refined in a scoping exercise later with the selected vendor.

Ticket Categories:

- Bug - Faulty feature and/or functionality within the system to be fixed.
- Question - Inquiry to be answered by a subject matter expert.
- Task - Request for other work to be performed, e.g. refresh staging environment, perform and execute code deployments, enhancements.

Ticket Priority:

- The selected vendor will acknowledge receipt of a support request entered into the ticketing system or pager email address in accordance with the UNDP-assigned criticality of the ticket on a 24/7/365 basis (including holidays). Tickets will be assigned a status of criticality by the UNDP team to identify the required priority and requirement for response turnaround.
- For all support requests that come into the ticket queue, the vendor will respond with an estimated level of effort and expected resolution time. For outages, the vendor would not provide a level of effort and resolution time and immediately begin troubleshooting. Notification and response times will vary according to the following UNDP-assigned criticality
- Blocker - Notification and remediation begin within fifteen (15) minutes.
- Critical - Notification and remediation begin within two (2) hours.

- Major - Acknowledgment within eight (8) business hours; ticket analysis start depends on queue priorities.
- Less important - May be addressed after all other blocker, critical, and major priorities are addressed. Acknowledgment within twenty-four (24) business hours. Ticket analysis start depends on queue priorities.

Severity	Description of Issue
Blocker	<p>Business critical item, may cause significant damage to business interests if not adjusted immediately, requires immediate action. No workaround available.</p> <p>For example:</p> <ul style="list-style-type: none"> • Production Authoring not available to authors • Production Publishers not serving content to Dispatchers • Sites hosted on Production Dispatchers that are not publicly available to users • Replication queues blocked and content cannot be activated from Authoring to Publishers
Critical	<p>Items that needs top priority and immediate response.</p> <p>For example:</p> <ul style="list-style-type: none"> • Performances and Latency Issues related to Production Authoring and Production Publishers • Cloning of Staging Environment from a backup of Production Environment to help resolve and recovery any accidental content item deletions
Major	<p>Items that needs to be addressed after all other blocker and critical priorities are addressed.</p> <p>For example:</p> <ul style="list-style-type: none"> • Code deployments to Production Environment • Scheduled Downtime for Patching and other Maintenance tasks • Assist UNDP help desk and help troubleshoot and analyze the network latency issues that UNDP users based in our Country Office locations around the world occasionally face when accessing the Production the Publisher and Authoring environments. Submit a recommendation for the remediation to the UNDP infrastructure team and to the Country Office IT Manager if the issue is on the local Internet Service Provider level • Issue with AEM product functionality that does not create the desired result (AEM product defect) and requires collaboration with Adobe support to troubleshoot, determine the necessary patch, and test and install the patch. • An example of a product defect would be trying to configure the AEM product cropping tool to used specified rendition sizes and the renditions are not saved to the AEM application.
Less Important	<p>Items that needs to be addressed after all other blocker, critical, and major priorities are addressed</p>

Escalation Procedures for Support Requests

When and How does UNDP Escalate a Support Request

The selected vendor needs to provide a toll-free phone number that can be used to escalate a support request at any time. UNDP can escalate a support request and ask for it to be triggered:

- by speaking directly to the resource assigned to the support request or
- by requesting to speak with the manager of the resource at the time or
- by speaking directly to the primary contact designated to handle the oversight of the AEM managed solution for UNDP

The following reasons for escalation are described below:

- The UNDP Production Environment goes down during or any implementation or any change to the environment
- UNDP needs to communicate a critical business impact to the support structure that is in place
- UNDP is dissatisfied with the responsiveness to or resolution of a support request

The severity level of a support request can be increased without an escalation if the business impact of a support request has changed or was not correctly recorded initially.

What Happens Once UNDP Requests an Escalation

Once an escalation request has been made, the head of the Managed Services department for the selected vendor

will evaluate the situation and determine the appropriate resources to assign and/or process correction to make. The primary contact designated to handle the oversight of the AEM managed solution for UNDP will be assigned as the primary point of contact for the issue and will coordinate with all parties involved to ensure an expedited resolution. The primary contact will set up a conference call with the appropriate parties to begin outlining the action plan and troubleshooting the situation.

The head of the Managed Services is made aware of all escalations and their current status on a daily basis. The head of the Managed Services will work with the primary contact to ensure that the appropriate resources, communication and action plans are in place to expedite resolution.

Updates on Escalation

As the escalation is initiated, the assigned primary resource will work with UNDP to determine a communication plan that fits the needs of the support request. Agreements between UNDP and the selected vendor will be made on communication mode (email, phone call, or conference bridge call), frequency, and required attendees for all updates. If required, the assigned Account Manager and the head of the Managed Services department for the selected vendor will attend any scheduled conference calls to ensure satisfaction with the current progress.

Engagement with other Vendors

The selected vendor will need to have the ability to engage with other vendors as needed. The selected vendor will need to have an AEM support contract with Adobe. In addition, if the selected vendor has any component of the managed hosting service serviced by other vendors (hardware, network, etc.), then UNDP expects the appropriate support mechanisms be established formally between the selected vendor and the other vendors and have partner agreements.

The selected vendor may utilize any support contracts that UNDP has at that time with Adobe.

De-escalate Support Request

Once the support request is back on track and making acceptable progress toward resolution, it can be de-escalated. Before the support request is de-escalated, UNDP will ask the primary resource that handles the oversight of the AEM managed solution for UNDP to complete the following tasks:

- Confirm that the action plan is acceptable
- Ensure that the troubleshooting or root cause analysis process is on track
- Document in the support request UNDP's agreement to de-escalate the service request

Migration from current vendor

The selected vendor has to take over existing environment and start service provisioning as of 11/1/18.

Engineering Support

For work that is outside the scope of hosting and services as described in the TOR and requires additional engineering resources from the selected vendor to implement the tasks, an hourly rate for 1 engineering resource needs to be provided.

Examples of work outside scope of managed services:

- Working with UNDP to implement and integrate ADFS authentication
- Working with UNDP to implement and syndicate content from UNDP's SharePoint environment

The scope for each engagement for additional work will be specified by UNDP well in advance of the implementation so that the quote for services can be determined by the selected vendor. The project timelines and procedures for implementation of the engagement will be determined mutually by both UNDP and the selected vendor.

Integration with UNDP Help Desk

UNDP's internal support structure consists of a Tier 1 Help Desk (known as iHelp) and a single Tier 2 QA Analyst. The selected provider will integrate with the support structure and collaborate with them on notifying the UNDP user base of any unscheduled and scheduled maintenance and downtime to the Production environments.

SECTION 6: RETURNABLE BIDDING FORMS / CHECKLIST

This form serves as a checklist for preparation of your Proposal. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Proposal submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Proposal, please ensure compliance with the Proposal Submission instructions of the BDS 22.

Technical Proposal Envelope:

Have you duly completed all the Returnable Bidding Forms?	
▪ Form A: Technical Proposal Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Proposal	<input type="checkbox"/>
▪ Form H: Proposal Security Form	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>

Financial Proposal Envelope

(Must be submitted in a separate sealed envelope/password protected email)

▪ Form F: Financial Proposal Submission Form	<input type="checkbox"/>
▪ Form G: Financial Proposal Form	<input type="checkbox"/>

FORM A: TECHNICAL PROPOSAL SUBMISSION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we *embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.*

We declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification and/or sanctioning by the UNDP.

We offer to provide services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Terms of Reference

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Proposal you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Proposal and bind it should UNDP accept this Proposal.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

FORM B: BIDDER INFORMATION FORM

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]
Contact person UNDP may contact for requests for clarification during Proposal evaluation	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Please attach the following documents:	<ul style="list-style-type: none"> ▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured ▪ Certificate of Incorporation/ Business Registration ▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder ▪ Trade name registration papers, if applicable ▪ Local Government permit to locate and operate in assignment location, if applicable ▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country ▪ Power of Attorney

FORM C: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

To be completed and returned with your Proposal if the Proposal is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information (<i>address, telephone numbers, fax numbers, e-mail address</i>)	Proposed proportion of responsibilities (in %) and type of services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

Name of leading partner

(with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)

[Complete]

We have attached a copy of the below document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture **OR** ☐ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

Name of partner:

Signature: _____

Date: _____

Name of partner:

Signature: _____

Date: _____

Name of partner:

Signature: _____

Date: _____

Name of partner:

Signature: _____

Date: _____

FORM D: QUALIFICATION FORM

Name of Bidder:	<input style="width: 90%;" type="text" value="[Insert Name of Bidder]"/>	Date:	<input style="width: 90%;" type="text" value="Select date"/>
RFP reference:	<input style="width: 90%;" type="text" value="[Insert RFP Reference Number]"/>		

If JV/Consortium/Association, to be completed by each partner.

Historical Contract Non-Performance

<input type="checkbox"/> Contract non-performance did not occur for the last 3 years			
<input type="checkbox"/> Contract(s) not performed for the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

Bidders may also attach their own Project Data Sheets with more details for assignments above.

☐ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

Mandatory Pass/Fail Criteria	Compliance (Yes/No)	Comments
<p>At least achieved a “Business Partner” level for application hosting.</p> <p>Each proposal will need to include documentation of the partner level. This will also be verified online via this page that filters the list of partners down by the selections “Adobe Experience manager” and “Application Hosting” together:</p> <p>http://solutionpartners.adobe.com/home/partnerFinder.html</p>		
<p>Able to provide Managed Services and Hosting for AEM Environment Minimum 5 years of relevant experience.</p> <p>Each proposal should contain references to the current or past clients which contracted offeror to provide AEM managed services in similar volume.</p>		
<p>Acceptance of UNDP’s Terms and Conditions</p>		<p>If not, please explain. Please note that If vendor declines or proposes major deviations from UNDP’s Terms and Conditions UNDP may reject the proposal.</p>

Financial Standing

Annual Turnover for the last 3 years	Year	USD
	Year	USD
	Year	USD
Latest Credit Rating (if any), indicate the source		

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

FORM E: FORMAT OF TECHNICAL PROPOSAL

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

The Bidder's proposal should be organized to follow this format of Technical Proposal. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 Brief description of the organization, including the year and country of incorporation, and types of activities undertaken.
- 1.2 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.3 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.4 Quality assurance procedures and risk mitigation measures.
- 1.5 Organization's commitment to sustainability.

SECTION 2: Proposed Methodology, Approach and Implementation Plan

This section should demonstrate the bidder's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

- 2.1 A detailed description of the approach and methodology for how the Bidder will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 The methodology shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.3 Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.4 Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.
- 2.5 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.6 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.
- 2.7 Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 2A: Bidder's Comments and Suggestions on the Terms of Reference

Provide comments and suggestions on the Terms of Reference, or additional services that will be rendered beyond the requirements of the TOR, if any.

SECTION 3: Management Structure and Key Personnel

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/ Qualifications	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i>
	[Insert]
Professional certifications	<i>[Provide details of professional certifications relevant to the scope of services]</i>
	<ul style="list-style-type: none"> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert]
Employment Record/ Experience	<i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i>
	[Insert]
References	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i>
	Reference 1: [Insert] Reference 2: [Insert]

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experiences, and other relevant information about myself.

Signature of Personnel

Date (Day/Month/Year)

FORM F: FINANCIAL PROPOSAL SUBMISSION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

Our attached Financial Proposal is for the sum of [Insert amount in words and figures].

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

We understand you are not bound to accept any Proposal you receive.

Name: _____
Title: _____
Date: _____
Signature: _____

[Stamp with official stamp of the Bidder]

FORM G: FINANCIAL PROPOSAL FORM