

REQUEST FOR PROPOSALS



**United Nations Development Programme
October 2014**

Section 1. Letter of Invitation

Subject: RFP for the provision of Adobe CQ Managed Services

Ref: RFP/UNDP/OIST/024/2014

Date: 9 October 2014

Dear Sir/Madam,

1. The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.
2. The Procurement Support office of UNDP is issuing this tender document for the purpose of concluding a Contract for Professional Services with the successful Proposer.
3. This RFP includes the following documents:

Section 1 – This Letter of Invitation

Section 2 – Instructions to Proposers (including Data Sheet)

Section 3 – Terms of Reference

Section 4 – Proposal Submission Form

Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer

Section 6 – Technical Proposal Form

Section 7 – Financial Proposal Form

Section 8 – Contract for Professional Services including General Terms & Conditions for Services

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.

4. Your offer, comprising of a Technical and Financial Proposal, in separate sealed envelopes, should be submitted in accordance with Section 2.
5. You are kindly requested to submit a letter advising whether your company intends to submit a Proposal to UNDP at the following email address: ferouze.mohamed@undp.org and cc karla.dalimunthe@undp.org; bakhtiyor.khamraev@undp.org. The letter should be received by UNDP preferably no later than **16 October 2014**.
6. Should you require further clarifications, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this RFP.

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

Yours sincerely,



Bakhtiyor Khamraev

Chief, Central Procurement Unit

BoM/Procurement Support Office

United Nations Development Programme

Section 2: Instruction to Proposers

Definitions

- a) *“Contract”* refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) *“Country”* refers to the country indicated in the Data Sheet.
- c) *“Data Sheet”* refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) *“Day”* refers to calendar day.
- e) *“Government”* refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) *“Instructions to Proposers”* (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) *“LOI”* (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) *“Material Deviation”* refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and : (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) *“Proposal”* refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) *“Proposer”* refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) *“RFP”* refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) *“Services”* refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.
- m) *“Supplemental Information to the RFP”* refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.

- n) *“Terms of Reference”* (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, 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:
 - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged 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;
 - 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
 - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not

such conflict exists.

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following :

- 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family 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
- 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

- 7. The eligibility of Proposers 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 as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
- 8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

Proposers are required to complete, sign and submit the following documents:

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8);
- 9.6 Any attachments and/or appendices to the Proposal.

1. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 10.2 UNDP shall endeavor to provide such 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.

11. Amendment of Proposals

- 11.1 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 Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

C. PREPARATION OF PROPOSALS

12. Cost

The Proposer 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 in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

15. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both

domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.

- 15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer’s response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP’s policies and procedures. All proposers are therefore required to submit the following in their proposals:

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
- b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.

- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP’s acceptance of the justification for substitution, and UNDP’s approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

- 15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the

following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
 - i. to sign the Contract after UNDP has awarded it;
 - ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. 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.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) 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
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

18. Documents Establishing the Eligibility and Qualifications of the Proposer

18.1 The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and

- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

18.2 Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following :

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or
- d) 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 Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

19. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of 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 joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along 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.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/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 Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

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 joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

20. Alternative Proposals

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. 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.

21. Validity Period

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers 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.

22. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

23.1 The Financial Proposal and the Technical 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 MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer's name and address, as well as a warning that state "*not to be opened before the*

time and date for proposal opening” as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.

- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP’s deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as “Original Proposal” and “Copy of Proposal” as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the “Original Proposal” and the “Copy of Proposal”, the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 9.

24. Deadline for Submission of Proposals and Late Proposals

Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

25. Withdrawal, Substitution, and Modification of Proposals

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.
- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, 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 must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".

25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.

25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

26. Proposal Opening

UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer 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.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

E. EVALUATION OF PROPOSALS

28. Preliminary Examination of Proposals

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP

may reject any Proposal at this stage.

29. Evaluation of Proposals

29.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

Rating the Financial Proposal (FP):

FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

Total Combined Score:

(TP Rating) x (Weight of TP, e.g. 70%)

+ (FP Rating) x (Weight of FP, e.g., 30%)

Total Combined and Final Rating of the Proposal

29.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to

its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- 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 Proposer, or any other entity that may have done business with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, 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 Clause 32.

Any unsolicited clarification submitted by a Proposer 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.

31. Responsiveness of Proposal

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.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

32. Nonconformities, Reparable Errors and Omissions

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.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial 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 Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:

- 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 subject to the above.*

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals

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 Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for details)

34. Award Criteria

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

35. Right to Vary Requirements at the Time of Award

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.

36. Contract Signature

Within seven (7) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall 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 Proposer with the second highest rated Proposal, or call for new Proposals.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNDP.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:

<http://www.undp.org/procurement/protest.shtml>

Section 2: Instructions to Proposers

DATA SHEET

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

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	Adobe CQ Managed Services
2		Title of Services/Work:	See above Title
3		Country / Region of Work Location:	As per TOR
4	C.13	Language of the Proposal:	✓ English
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	✓ Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	✓ Shall not be considered
7	C.22	A pre-proposal conference will be held on:	<p>A Proposer's Conference will be held:</p> <p>Venue: UNDP HQ</p> <p>Date: 16 October 2014, 9.30 AM Eastern Standard Time</p> <p>Place/Tel: Audio conference details will be provided to the prospective Proposers that have confirmed their intended participation before</p> <p>The UNDP focal point for this arrangement is: Ferouze.mohamed@undp.org and cc karla.dalimunthe@undp.org</p>

8	C.21	Period of Proposal Validity commencing on the submission date	✓ 120 days
9	B.9.5 C.15.4 b)	Proposal Security	✓ Not Required
10	B.9.5	Acceptable forms of Proposal Security	N/A
11	B.9.5 C.15.4 a)	Validity of Proposal Security	N/A
12		Advanced Payment upon signing of contract	✓ Not allowed
13		Liquidated Damages	✓ Will not be imposed
14	F.37	Performance Security	✓ Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	✓ United States Dollars (US\$)
16	B.10.1	Deadline for submitting requests for clarifications/ questions	Clarifications will be provided on rolling basis and last request for questions/clarifications should be submitted to UNDP no later than 7 calendar days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions	<p>Focal Person in UNDP: Ferouze Mohamed/ Karla Dalimunthe Address: One United Nations Plaza, DC1-1772, 17th floor, New York, 10017</p> <p>Facsimile: E-mail address dedicated for this purpose: Ferouze.mohamed@undp.org; karla.dalimunthe@undp.org and cc bakhtiyor.khamraev@undp.org</p>
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	✓ Direct communication to prospective Proposers by email and Posting on the website: http://procurement-notices.undp.org/

19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	The Proposer shall prepare the Proposal in two parts: the Technical Proposal and the Financial Proposal. Proposals must be submitted electronically. Please refer to DS No. 23 for details.
20	D.23.1 D.23.2 D.24	Proposal Submission Address	Cpu.bids@undp.org Please refer to DS 23 below for instructions Procurement Support Office/Central Procurement Unit, BoM
21	C.21 D.24	Deadline of Submission	Date : 6 November 2014 Time : 5 p.m. Eastern time
22	D.23.2	Allowable Manner of Submitting Proposals	✓ Electronic submission of Proposals
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed Please refer to section 23 (Submission) above for details on electronic submission.	<ul style="list-style-type: none"> ✓ Official Address for e-submission: cpu.bids@undp.org ✓ Free from virus and corrupted files ✓ Format : PDF files only ✓ Password <u>must</u> not be provided to UNDP ✓ Max. File Size per transmission: 5 MB ✓ No. of copies to be transmitted : 1 ✓ Mandatory subject of email: <i>See below instruction for details.</i> ✓ Virus Scanning Software to be Used prior to transmission: Yes ✓ Time Zone to be Recognized: <i>Eastern standard time</i> ✓ Other conditions: <i>See below instruction for electronic submission.</i> <p style="text-align: center;">Instruction for electronic submission</p> <p>The Proposer may choose to submit their proposals by e-mail to cpu.bids@undp.org. In this case the Proposer shall send separate proposals for: 1) technical proposal; 2) financial proposal as separate attachments to the message(s).</p> <p>Having prepared the Technical Proposal in paper formats as specified in Sections 4, 5, and 6. The entire Technical Proposal should be scanned or otherwise converted into one or more electronic .pdf (Adobe Acrobat) format files and attached to one or more E-mails. Same should be done for Section 7 – Financial Proposal.</p> <p>The Subject line of the E-mail(s) should state: “Technical</p>

			<p>proposal RFP/UNDP/OIST/024/2014– Adobe CQ Managed Services”; and separate email “Financial proposal for the RFP/UNDP/OIST/024/2014– Adobe CQ Managed Services - DO NOT OPEN”</p> <p>To secure your <u>financial offer</u> please SET-UP A PASSWORD for the <u>Financial Proposal</u> which will be requested as follows:</p> <p>a) The password for Financial Proposal will be requested from the Proposers if they are successful in the Technical Proposal evaluation. Only those who achieved the minimum score on the technical evaluation will be requested to provide the password to the financial proposals.</p> <p>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>Proposers may send as many e-mails as needed; however, <u>the size of each e-mail (including the attachments) should not exceed five megabytes (5 MB).</u> As an e-mail can take some time to arrive after it is sent, we advise all Proposers to send e-mail submissions well before the deadline. Please be aware that bids e-mailed to UNDP will be rejected if they are <u>received</u> after the deadline for bid submission.</p> <p>When choosing to submit their proposals electronically, Proposers are solely responsible for ensuring that any and all files sent to UNDP are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and malware. Failure to provide readable files will result in the proposal being rejected.</p> <p>Please Note: Any proposal sent to the private email addresses of any procurement staff will not be accepted.</p>
24	D.23.1	Date, time and venue for opening of Proposals	Not applicable for public bid opening.

25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<p>Stage 1: Non-Discretionary “Pass/Fail” Criteria on the Technical Specifications; and</p> <p>Stage 2: Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively whereas only proposal passing the minimum 70% threshold (700 out of 1000 points) will be considered for financial evaluation.</p> <p>Proposers are requested to provide price proposal for both Option 1 and 2 of the Financial Proposal (Section 7 of RFP). First, UNDP will evaluate Option 1 price proposal from all technically qualified bidders to determine the highest combined score of technical and financial proposal and to be awarded the contract.</p> <p>However, if UNDP budget cannot cover the proposed price of the highest combined score of proposal under Option 1, UNDP has the right to evaluate Option 2 price proposal from all technically qualified bidders and determine the highest combine score of technical and financial proposal under this Option 2.</p> <p>The bidder under Option 2 then will be awarded the contract unless there is a technically qualified proposal under option 1 whose total technical and financial score is higher but the price proposal is lower than the bidder with the highest combined score of technical and financial under option 2. In this case, the bidder with higher total combined score but lower price under Option 1 will be awarded the contract.</p>
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In “Certified True Copy” form only)	<ul style="list-style-type: none"> ✓ Company Profile, including printed brochures and product catalogues relevant to the goods/services being procured ✓ Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Proposer is not a corporation ✓ Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Proposer, if any ✓ Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor’s Report ✓ Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value the past 5 years ✓ All information regarding any past and current litigation during the last three (3) years, in which the Proposer is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded. ✓ Documentation of the partner level.

27		Other documents that may be Submitted to Establish Eligibility	Provide at least three client references for similar projects (amount and scale) contracted as main contractor.
28	C.15	Structure of the Technical Proposal (only if different from the provision of Section 6)	N/A
29	C.15.2	Latest Expected date for commencement of Contract	1 January 2015
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	Three years with possibility of extension for another 2 years upon satisfactory of service and UNDP needs.
31		UNDP will award the contract to:	One Proposer only who achieves the highest combined score of technical and financial evaluation.
	E.28	Preliminary Examination of Proposals	<p><u>Memo to Offerors (Examples of Bid Rejection)</u></p> <p>Proposals have been rejected at the submission stage or found to be technically noncompliant due to errors in presentation and failure to follow bidding instructions.</p> <p>Below are some of the more common examples of why proposals are rejected by UNDP. Proposers are urged to read this before submission and to check that their proposal conforms to each of these points and the instructions as noted in the bidding documents.</p> <ul style="list-style-type: none"> ➤ Proposal is submitted <u>after</u> the deadline for submission, either by hand or electronically. Emailed proposals sent just before the deadline may arrive after the deadline and be rejected. Therefore, make sure to submit your proposals beforehand. ➤ Proposal <u>not</u> submitted to correct physical or electronic address. Note that the address for proposal submission is different to the address for bid questions. ➤ Proposal is submitted as a single package, without separating technical and financial proposal (including CDs). ➤ Proposal is <u>not</u> signed as per the instructions in the RFP. ➤ <u>Not</u> all sufficient documents have been provided. ➤ Documents provided are <u>not</u> in English. ➤ Documents provided do <u>not</u> directly address each point of the evaluation criteria. ➤ Proposal is more like a brochure for the firm without specifically addressing the specific evaluation criteria of the RFP and TOR.

			<ul style="list-style-type: none"> ➤ Proposal does <u>not</u> offer goods or services which have been specifically requested by UNDP in the Terms of Reference. ➤ Failure to enclose the Proposal Submission Form (see Section 4). ➤ The Proposer failed to consult the UNDP website before the deadline for bid submission and did not see the changes to the RFP/TOR listed there which need to be incorporated in the proposal. ➤ The Proposer failed to read the minutes of the Proposers conference and to include the relevant points in their proposal. ➤ The Proposer declines or proposes a major deviation to UNDP General Conditions of Contract (see Section 8). ➤ Proposal contains viruses and/or corrupted files. The Proposers should ensure that submitted proposals DO NOT contain viruses and/or corrupted files. Such proposals will be rejected. <p>The above examples illustrate some errors which may be made by Proposers. This is a partial list. The bidding documents contain the full list of instructions relevant to each particular bid and should be followed carefully.</p>
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	See award criteria below.
33	E.29.4	Post-Qualification Actions	<ul style="list-style-type: none"> ✓ Verification of accuracy, correctness and authenticity of the information provided by the Proposer on the legal, technical and financial documents submitted; ✓ Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; ✓ Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
34		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> A countersigned and duly executed contract
35		Other Information Related to the RFP	http://procurement-notice.undp.org/

Stage 1:

Proposer must meet all the following mandatory Pass/Fail criteria to qualify for Stage 2 of the evaluation:

Mandatory Pass/Fail Criteria	Compliance (Yes/No)	Comments
At least achieved a “Business Plus Partner” level for application hosting. 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 “CQ” and “Application Hosting” together: http://solutionpartners.adobe.com/home/partnerFinder.html		
Able to provide Managed Services and Hosting for AEM Environment with SLA 99.5% - 99.9% (Ultra High Availability) and 99.0 % – 99.4% (High Availability)		
Acceptance of UNDP’s Terms and Conditions		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.

Stage 2:

Summary of Technical Proposal Evaluation Forms		Score	Points
1.	Expertise and Organizational Capability of Firm/ Organization	40%	400
2.	Quality of Managed AEM Services Resources and Proven Track Record	52.5%	525
3.	Key Personnel	7.5%	75
	Total		1000

The obtainable number of points specified for each criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm/Organisation Submitting Proposal

Form 2: Quality of Managed AEM Services Resources and Proven Track Record

Form 3: Personnel

Technical Proposal Evaluation Form 1		Points Obtainable
Expertise and Organizational Capability of the Firm/Organization		
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	100
1.2	General Organizational Capability which is likely to affect implementation <ul style="list-style-type: none"> Financial stability Loose consortium, holding company or one firm Age and size of the firm and annual turnover Years of organizational experience in providing CQ5/AEM Managed Services (minimum 2 years) 	200
1.3	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): <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). 	50
1.4	Risk Management - Quality assurance procedures, warranty and risk mitigation measures	50
		400

Technical Proposal Evaluation Form 2		Points Obtainable
Quality of Managed AEM Services Resources and Proven Track Record		
2.1	To what degree is the relevance of the company's specialized knowledge? <ul style="list-style-type: none"> The company's organizational experience on similar programmes. 	50
2.2	Are the company's client references relevant and substantial in providing AEM managed services? <ul style="list-style-type: none"> Is the presentation of references clear and detailed? 	100
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?	75
2.4	Is the company's technical proposal addresses in sufficient detail and appropriate to the terms of reference? Do the referenced examples indicate clear understanding of the task? <ul style="list-style-type: none"> Have the important requirement of the TOR understood and addressed in sufficient detail in the reference examples covering <ul style="list-style-type: none"> Approaches and resource assignments to the project Operating procedures to carry out outlined responsibilities and routine tasks that conforms to the SLA requirements as well as support mechanisms as described in the TOR. The operating procedures listed in the TOR are guidelines and are not necessarily exact UNDP requirements 	250

	<p>and in the company's proposal can closely meet the standard operating procedures that the company has established and standardized across their other clients. The description of the operation procedures will also need to include the following additional information as well:</p> <ul style="list-style-type: none"> - Service metrics typically maintained for the customers. - The process for establishing customer-specific SLAs. - SLAs recommended for UNDP. - Sample of performance reports including information whether they are available over the Web and if they are real-time statistics or batch statistics. - Process for periodic status and SLA reporting. - Process/policy for face-to-face customer meetings/updates. - Methodology/policy regarding the stewardship of assets (such as equipment and bandwidth upgrades, and capacity management) - Procedures for issue logging/escalation/resolution and reporting. - Number of dedicated/share resources that will be dedicated to UNDP account and percentage of commitment for each resource. - Procedure for changes to service (adds/changes). - How are customer-impacting architectural or technology decisions made within your organization, and how are they communicated to the customer base? - Methodology for developing and implementing customer specific Linux server management and AEM application management requirements. - Policy/methodology for applying vendor recommended operating system patches, including customer communication and coordination. - Any partner arrangement Proposer have for the management and hosting of AEM environments. - Proposer' standard schedule for maintenance windows and notification process. - Procedure for notification of system and application errors/exceptions. - Proposer policy for maintaining the training and education level of their technical personnel. - Proposed recommendations for backing up and restoring. - Procedures to restore data for the customers? - Backup and recovery procedures? - How many disaster recovery scenarios have proposer experienced/completed with the last two years? Provide two after action reports. - How often do proposer test their disaster recovery plans and what level of involvement do customers have in this process? <ul style="list-style-type: none"> ○ Proposed technical architecture for managed service requirements and how any contractors and external providers will be used to support the architecture. - A list of recommended architecture improvements that could happen 	
--	---	--

	<p>with the AEM 6.0 upgrade of the proposed AEM 5.6.1 Production environment and how it would affect the total cost of ownership in terms of Adobe licensing and storage requirements as it is related to performance. Including stating the partner used for storage. UNDP expects that any decrease in the storage cost, a discount would also be provided to UNDP. Calculation of discount to be provided to UNDP.</p> <ul style="list-style-type: none"> - A list of recommended architecture improvements and suggestions that would help improve the authoring experience for users who live in high latency and low bandwidth areas. These techniques may include incorporating WAN acceleration and WAN optimization in the proposed technical architecture for the AEM environment. UNDP would like to see how the selected vendors will architect extending the proposed AEM environment via a network diagram that describes the network layout and any products or applications used in improving the user authoring experience. - An architecture diagram that describes and details the proposed architecture ○ Proposed patching type and frequency policy and backup retention policy as well as ticket priority, response time, and target SLA for completion structure that will. <ul style="list-style-type: none"> - adequately match UNDP's needs based on these guidelines in the TOR or - propose an industry-norm strategy that closely matches the backup schedule and retention requirements imposed by the majority of your clients and complies with the spirit of the guidelines that UNDP has mentioned in the TOR <ul style="list-style-type: none"> • Provide a set of diagrams and a capacity proposal (processor, memory, disk space, RAID disk level, IOPS) that describes the network design, hardware, software and needed to implement and manage the proposed technical architecture in TOR and in Appendix A and Appendix B (both appendixes will be provided upon signed NDA). The proposal to include: <ul style="list-style-type: none"> ○ Architecture by which the proposer segregate network traffic within and across the data centers. (Attach a diagram with the current topographical design.) ○ The networking architecture utilized between servers and storage architectures. ○ Spam, virus and MTA capabilities information including capabilities for DoS protection. ○ Proposer approach/methodology to network security (firewalls, VLANs, intrusion detection and so on). ○ Proposer standard operating procedure for monitoring and resolution of data center internal networking issues. ○ Proposer load balancing methodology. 	
--	--	--

	<ul style="list-style-type: none"> • Provide a project plan that details the resources and milestones needed to implement the migration of the current environment to the proposed environment <ul style="list-style-type: none"> ○ Methodologies, partners and tools used in migrating UNDP's current environment to the proposed environment. • Project Management related to AEM Upgrades <ul style="list-style-type: none"> ○ Proposer project management methodology in regards to AEM upgrades. ○ What project management and technical resources do you expect from the UNDP during implementation? ○ Number of upgrade implementations that proposer have completed in the last two years? ○ Provide an example of an AEM upgrade implementation project plan (to include regression testing scenarios and cutover tasks). • SLA Language And Assurance Providing the uptime service-level agreement used with the clients. Describing the time period for which they are calculated (for example, monthly or quarterly) and describe the penalties for missing the SLA and the components cover by the SLA. In addition, explaining service metrics typically maintained for the customers and describe the process for establishing customer-specific SLAs. 	
2.5	How relevant are the differentiating factors, will they add value to the project?	50
		525

Technical Proposal Evaluation Form 3		Points Obtainable
Key Personnel		
3.1	<ul style="list-style-type: none"> ○ Qualification of key personnel assigned to the project: <ul style="list-style-type: none"> • Manager of AEM Managed Services Division Minimum 5 years of experience in leading a managed services division of technical resources • AEM Engineer 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 • System Administrator Minimum 4 years of experience in system administration and configuration and cloud provider hardware provisioning and configuration • Account Manager Minimum 3 years of experience in managing client relationships within a managed services offering. 	75
		75

***Note:** For evaluation purposes the average score of CVs will be used for multiple CVs.

Section 3: Terms of Reference (TOR)

Provision of Adobe CQ 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 (<http://www.undp.org/>) as well as the individual country, regional, and representation office websites. Currently the platform hosts 144 sites and is used 24x7 across all time-zones around the world.

The platform is hosted at a third-party datacenter that provides 24x7 managed services including dedicated hosting, network, security, and data backup for the platform. The platform consists of production, staging, and development environments. In addition, the platform uses subversion 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 Office of Information Systems and Technology (OIST) 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 OIST personnel. The development and user support is handled in-house at UNDP.

- **CURRENT ENVIRONMENT CONTEXT**

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

PROPOSED FUTURE STATE FOR MANAGED HOSTING

- **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 Environment
- Disaster Recovery (DR) for the Production Environment
- **SCOPE OF MANAGED HOSTING**
 - Virtual or Physical Infrastructure
 - OS Administration
 - Administration of AEM production, staging, development, continuous delivery, and DR environments
 - Systems and application monitoring
 - Backup and restores
 - 24/7 incident management support
 - Creating and managing support tickets with AEM support
 - Disaster Recovery
 - Intrusion Detection and/or Web Application Firewall
 - Ability to work with UNDP on the following integration points
 - LDAP Authentication
 - Active Directory Authentication
 - SMTP Transport to Office365.com
- **OUT-OF-SCOPE FOR MANAGED HOSTING**
 - Hosting of LDAP, Active Directory and Email Environments

- **SUMMARY OF SERVICES**

Standard AEM operations

1. Administration
 - a. Manage servers and services in an environment; Manage AEM instance security; Configure AEM logs and reports;
2. CRX 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; Connectivity problems with UNDP Corporate Email and LDAP and Active Directory
4. Monitoring Performance and availability (see Service Delivery Metrics for specific details)
5. Keep AEM instances up to date with all hot fixes, security patches, and service packs
6. Test and Deploy software updates on a continuous basis
7. Create support tickets with Adobe Support and follow up on any issues with AEM product
8. Backup
9. Maintain technical documentation related to technical architecture, maintenance plans, integration points, and escalation procedures

On-request AEM Operations

1. Restore operations
2. Manage Dispatcher / Apache configuration
 - a. Create, modify, or delete Apache virtual hosts. Create and configure Apache virtual host for new AEM sites
 - b. Create, modify, or delete Apache redirects
 - c. Generate SSL certificate with the assistance of UNDP and add them to the servers.
3. Manage content syncing between Production Publisher Instances
4. Deployment of custom solutions provided by UNDP (JSP, OSGI bundles, etc.) to the Production Environment
5. Refresh Staging Environment with a copy of the Production Environment
6. 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

- **ROLES AND RESPONSIBILITIES**

Service Activity	Responsible
<p>System Administration – Production, Staging, Development, and Disaster Recovery environments</p> <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
<p>AEM Administration - Production, Staging, Development, and Disaster Recovery environments</p> <ul style="list-style-type: none"> • Manage Dispatcher / Apache configuration <ul style="list-style-type: none"> ○ Create, modify, or delete Apache virtual hosts. Create and configure Apache virtual host for new AEM sites ○ Create, modify, or delete Apache redirects ○ Generate SSL certificate with the assistance of UNDP and add them to the servers. • Review AEM application logs and identify and implement reliability and performance improvement opportunities and work with UNDP developers if needed. • Manage content syncing between Production Publisher Instances • Refresh Staging Environment with a copy of the Production Environment • Deployment of custom solutions provided by UNDP (JSP, OSGI bundles, etc.) 	Selected Vendor

<ul style="list-style-type: none"> • 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 LDAP 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. • High-availability for UNDP AEM Production environment through clustering at the Authoring Environment portion; and redundancy through the deployment of minimum of two Publishers and Dispatchers for the Publishing environment portion 	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 and Regression Testing</p> <ul style="list-style-type: none"> • Perform source-control based deployments from Subversion to Production Environment via scripts (such as Maven or Ant) combined with continuous integration tools such as Bamboo and issue-tracker software JIRA • Trouble-shoot any application issues related to source-control and continuous integration tools • Create and administer regression test suite that will be used in testing the Production and Staging environments after custom code deployments, AEM patches, or any other third-party modules are installed to the specific AEM environment 	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 	<p>Selected Vendor</p>
<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] – 144 sites and increasing ii. Size of /content/dam/[site] – 144 sites and increasing b. Memory and CPU Utilization of AEM application 2. Performance Reports for each environment (weekly basis) <ol 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) <ol 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) <ol 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</p>	<p>Selected Vendor</p>

selected vendor in agreement with UNDP.	
Application Development <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
Application Security <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
Integration to LDAP, Active Directory, and Email Infrastructure <ul style="list-style-type: none"> • Monitor LDAP, 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 LDAP, Active Directory, and Email Infrastructure 	UNDP
User Support and Communication to UNDP users <ul style="list-style-type: none"> • End user support and training • Handling of all communications to UNDP users, developers, and technical staff 	UNDP
Changes to Capacity Requirements <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 (www.undp.org).

If the vendor has a contractual agreement with a CDN provider vendor, the vendor should provide cost estimates on the use and provide a blended rate of bandwidth usage of GB per month (data transfer to the Internet for all regions of the world). The costs for the CDN bandwidth usage incurred will be invoiced back to the selected vendor and then paid by UNDP to the selected vendor in a subsequent invoice

The integration of the AEM environment with a CDN provider is understood to be an advanced engineer task that will need to be scoped out and quoted for proposal with the selected vendor. The integration will need to be periodically terminated and then reinstated based on UNDP budgetary needs and demand.

- **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

	Option #1 SLA for High Availability	Option #2 SLA for Ultra-High Availability
AEM Production Publishers and Dispatchers	99.4%	99.9%
AEM Production Authoring	99.0%	99.5%
AEM Staging Environment	99.0%	99.5%
AEM Development Environment	99.0%	99.5%
Continuous Delivery environment	99.0%	99.5%

- 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. • 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 have to the 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 one (1) hour.
- 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. <p>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.</p>
Less Important	Items that needs to be addressed after all other blocker, critical, and major priorities are addressed

• 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 an upgrade or any other 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 formal 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 ENVIRONMENT TO PROPOSED ENVIRONMENT**

The selected vendor will migrate the following systems from the current hosting provider to the proposed technical architecture (as cited in Appendixes A and B) within 90 days of the contract being signed. The financial proposal for the migration should be clearly separated from the ongoing managed hosting. The scope for the migration project is as follows:

- Migrate the current AEM Production environment in its entirety (see Appendix A for current architecture) to a new proposed technical architecture for the new Production Environment
- Clone the new Staging Environment from new proposed Production Environment
- Create the new Development Environment from copy of Production Environment and reduce the DAM asset data on both Authoring and Publisher instances by 95%. There is no need to have high-availability for the authoring environment and to have redundancy for the publishing environment.
- Setup of a Disaster Recovery Environment in a different geographical area from the Production Environment
- Migrate the UNDP Subversion repository and Maven configuration in its entirety (previous code Adobe CQ 5.4 and Adobe CQ 5.5 branches and commit history) to the proposed technical architecture for the new Continuous Delivery Environment
- Migrate and archive the data for 6 Atlassian JIRA projects into the Atlassian JIRA instance hosted in the new Continuous Delivery Environment.
- Develop a Continuous Integration workflow using Atlassian JIRA and Atlassian Bamboo together to allow UNDP to do continuous custom code deployments to development, staging, and production environments.

The selected vendor will need to provide project management, engineering, and quality assurance resources to execute the migration project. The selected vendor will also need to execute full regression testing of each environment and share the testing plans with UNDP for their review.

UNDP will provide the following resources on a part-time basis for this project:

- 1 developer resource to test the code commit check-in to the UNDP code repository and the continuous delivery deployment process to the development, staging, and production environments.
- 1 quality assurance resource to perform user-acceptance testing for the user functionality of each of the development, staging, and production environments.
- 1 infrastructure resource that can work with the selected provider and provide the following assistance:
 - Create and provision accounts for SSH access to the current AEM hosting environment
 - Open up the firewall between the selected vendor's hosting environment and the UNDP infrastructure environment to allow network connections to the UNDP LDAP directory servers and UNDP Email Provider Microsoft Office365.
 - Help facilitate and troubleshoot any network traffic connection issues to the UNDP infrastructure.
- 1 application resource that provide access to the UNDP JIRA instance data.

- **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
- Upgrade AEM to the next version in the product upgrade cycle

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.

- **ARCHITECTURE IMPROVEMENTS**

UNDP is currently on AEM 5.6.1 with the current environment architecture in Appendix A. UNDP is looking to upgrade to AEM 6.0 to leverage some of its performance enhancements in a distributed authoring and high levels of user generated data. In addition, the UNDP user base for the AEM Authoring Environment is distributed in all geographic regions around the world. Many of those users experience high latency and low bandwidth issues while using the AEM Authoring Environment and so experience a sub-par user authoring experience.

- **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.

- **QUALIFYING CRITERIA OF THE COMPANY:**

The selected vendor must fit the following criteria: At least achieved a "Business Plus Partner" level for application hosting.

Will have the following minimum personnel requirements:

- Manager of AEM Managed Services Division
Minimum 5 years of experience in leading a managed services division of technical resources
- AEM Engineer
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
- System Administrator
Minimum 4 years of experience in system administration and configuration and cloud provider hardware provisioning and configuration
- Account Manager
Minimum 3 years of experience in managing client relationships within a managed services offering.

Section 4: Proposal Submission Form¹

[insert: Location, Date]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to provide [insert: title of services and Lot] :

in accordance with your Request for Proposal dated [insert: Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that :

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

¹ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

We agree to abide by this Proposal for *[insert: period of validity as indicated in Data Sheet]*.

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details : _____

[please mark this letter with your corporate seal, if available]

Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

Proposer Information Form²

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
2. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? (Y / N)		

² The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

14. Attached are copies of original documents of:

☐ All eligibility document requirements listed in the Data Sheet

If Joint Venture/Consortium – copy of the Memorandum of Understanding or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered

If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.

Joint Venture Partner Information Form (if Registered)³

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		

³ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.

13. JV's Party Authorized Representative Information

Name: *[insert name of JV's Party authorized representative]*

Address: *[insert address of JV's Party authorized representative]*

Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Party authorized representative]*

Email Address: *[insert email address of JV's Party authorized representative]*

14. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*

All eligibility document requirements listed in the Data Sheet

Articles of Incorporation or Registration of firm named in 2.

In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.

Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT

INSERT TITLE OF THE SERVICES

Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.

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

STAGE I (Mandatory Requirements):

1. At minimum, Proposer must At least achieved a “Business Plus Partner” level for application hosting.

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 “CQ” and “Application Hosting” together:

<http://solutionpartners.adobe.com/home/partnerFinder.html>

2. Able to provide Managed Services and Hosting for AEM Environment with SLA 99.5% - 99.9% (Ultra High Availability) and 99.0 % – 99.4% (High Availability).
3. Acceptance of UNDP’s Terms and Conditions (Please note that If vendor declines or proposes major deviations from UNDP’s Terms and Conditions UNDP may reject the proposal).

STAGE 2 (Technical Evaluation)

SUB - SECTION 1: EXPERTISE AND ORGANIZATIONAL CAPABILITY OF THE FIRM/ORGANIZATION

1.1 Brief Description of Proposer as an Entity:

Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organization / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration;

1.2 General Organizational Capability which is likely to affect implementation

- Financial capacity. – Please provide the latest Audited Financial Statement (Income Statement and Balance Sheet) 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.,
- Loose consortium, holding company or one firm – Please indicate and explain structure.
- Age and size of the firm and annual turnover.
- Years of organizational experience in providing AEM Managed Services.
- Internal Project management controls and dedicated Account Manager - Please provide detailed outline of project management controls.

1.3 Subcontracting

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. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

1.4 Risks /Mitigation Measures

Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these.

SUB - SECTION 2: QUALITY OF MANAGED AEM SERVICES RESOURCES AND PROVEN TRACK RECORD

○ Relevance of Specialized Knowledge

Outline specialized knowledge and demonstrate how it relates to task.

○ Proven Track Record and Experiences

To demonstrate proven track record of providing AEM Managed Services to global international entities such as UN, governmental / non-profit sector or similar, or corporate private-sector for which your organization had a lead role. Please provide names of (3) three client engagements from within the last 3 years where your organization provide requisite support for 1 year or more in line with the functionalities listed in the TOR.

Indicate the three references using the table below:

Name of Client:	
Name of project:	
Duration of engagement: (start / end date)	
Types of activities undertaken: <ul style="list-style-type: none"> • Purpose of engagement • Number of your company’s resources on engagement (employees /sub-contracted personnel) 	

<ul style="list-style-type: none"> • Full Name and description of your lead role in engagement • Number of Authors supported and whether or not distributed in different geographic regions or centralized • Number of Page Requests per day served by publishers 	
Status or Date Completed:	
Client references contact details: (Name, Phone, Email)	

- **Major international organization or Fortune Global 500 or US Fortune 500:**
Work performed for UNDP; major multilateral; or bilateral programmes; or Fortune Global 500; US Fortune 500: provide description of work performed to demonstrate capacity of resources to meet requirement of task
- **Approaches to service provision**
- Describe the operating procedures for managed AEM services that conforms to the specification, outlined responsibilities and SLA requirements as well as support mechanisms as described in the TOR. The operating procedures listed in the TOR are guidelines and are not necessarily exact UNDP requirements and in the company's proposal can closely meet the standard operating procedures that the company has established and standardized across their other clients. The description of the operation procedures will also need to include the following additional information as well:
 - Explain service metrics typically maintained for your customers.
 - Describe the process for establishing customer-specific SLAs.
 - Describe SLAs you would recommend for UNDP
 - Provide a sample of performance reports and specify if they are available over the Web and if they are real-time statistics or batch statistics
 - Describe your process for periodic status and SLA reporting.
 - Describe your process/policy for face-to-face customer meetings/updates.
 - What is your methodology/policy regarding the stewardship of assets (such as equipment and bandwidth upgrades, and capacity management)?
 - Describe your procedures for issue logging/escalation/resolution and reporting.
 - Indicate the number of dedicated/share resources that will be dedicated to our account and percentage of commitment for each resource (provide a service team matrix if applicable).
 - Describe your procedure for changes to service (adds/changes).
 - How are customer-impacting architectural or technology decisions made within your organization, and how are they communicated to your customer base?

- Describe your methodology for developing and implementing customer specific Linux server management and AEM application management requirements.
 - Describe your policy/methodology for applying vendor recommended operating system patches, including customer communication and coordination.
 - Indicate what (if any) partner arrangement you have for the management and hosting of AEM environments.
 - Describe your standard schedule for maintenance windows and notification process.
 - Describe your procedure for notification of system and application errors/exceptions.
 - Describe your policy for maintaining the training and education level of your technical personnel.
 - Based on our requirements listed in this document, detail your recommendations for backing up and restoring.
 - What procedures do you require to restore data for your customers?
 - How often do you test your backup and recovery procedures?
 - How many disaster recovery scenarios have you experienced/completed with the last two years? Provide two after action reports.
 - How often do you test your disaster recovery plans and what level of involvement do customers have in this process?
- Proposed technical architecture for managed service requirements and how any contractors and external providers will be used to support the architecture.
 - A list of recommended architecture improvements that could happen with the AEM 6.0 upgrade of the proposed AEM 5.6.1 Production environment and how it would affect the total cost of ownership in terms of Adobe licensing and storage requirements as it is related to performance. Including stating the partner used for storage. UNDP expects that any decrease in the storage cost, a discount would also be provided to UNDP. **Please provide the calculation of discount to be provided to UNDP. This discount shall be part of the contract later if selected.**
 - A list of recommended architecture improvements and suggestions that would help improve the authoring experience for users who live in high latency and low bandwidth areas. These techniques may include incorporating WAN acceleration and WAN optimization in the proposed technical architecture for the AEM environment. UNDP would like to see how the selected vendors will architect extending the proposed AEM environment via a network diagram that describes the network layout and any products or applications used in improving the user authoring experience.
 - An architecture diagram that describes and details the proposed architecture
 - Proposed patching type and frequency policy and backup retention policy as well as ticket priority, response time, and target SLA for completion structure that will.
 - adequately match UNDP's needs based on these guidelines in the TOR or
 - propose an industry-norm strategy that closely matches the backup schedule and retention requirements imposed by the majority of your clients and complies with the spirit of the guidelines that UNDP has mentioned in the TOR

- Provide a set of diagrams and a capacity proposal (processor, memory, disk space, RAID disk level, IOPS) that describes the network design, hardware, software and needed to implement and manage the proposed technical architecture in TOR and in Appendix A and Appendix B (both appendices will be provided upon signed NDA). Please also include the following in the proposal:
 - Describe the architecture by which you segregate network traffic within and across your data centers. (Attach a diagram with the current topographical design.)
 - Describe the networking architecture utilized between servers and storage architectures.
 - Describe spam, virus and MTA capabilities including capabilities for DoS protection.
 - Describe your approach/methodology to network security (firewalls, VLANs, intrusion detection and so on).
 - Describe your standard operating procedure for monitoring and resolution of data center internal networking issues.
 - Describe your load balancing methodology.
- Provide a project plan that details the resources and milestones needed to implement the migration of the current environment to the proposed environment (see section Migration from Current Environment to Proposed Environment for details)
 - Describe the methodologies, partners and tools used in migrating UNDP's current environment to the proposed environment.
- Describe the Project Management related to AEM Upgrades
 - Describe your project management methodology in regards to AEM upgrades.
 - What project management and technical resources do you expect from the UNDP during implementation?
 - How many upgrade implementations have you completed in the last two years?
 - Please provide an example of an AEM upgrade implementation project plan (please include regression testing scenarios and cutover tasks).
- **SLA Language And Assurance**

In the technical proposal, please provide the uptime service-level agreement used with your clients. In the agreement, describe the time period for which they are calculated (for example, monthly or quarterly) and describe the penalties for missing the SLA and the components cover by the SLA. For any component of the SLA not met above, please provide a penalty structure that involve service credits that escalate as the length of downtime increases. Please also provide the escalation process for resolving contractual issues, especially those associated with SLA adherence.

In addition, explain service metrics typically maintained for your customers and describe the process for establishing customer-specific SLAs.
- **Differentiating factors**

Indicate what you believe are the primary characteristics that differentiate your firm from others in this market, and explain why you believe you are uniquely positioned to work successfully with UNDP.

Please describe the following in terms of your company vision:

- **Strategies for Differentiation:** How will your company differentiate itself in the marketplace (in terms of products, services, relationships and so on)?
- **Long-Term Investments and Goals:** In what areas does your company plan to invest? To what goals are the investments linked? Please specify time frame.
- **Future Service Offerings:** Describe plans for future service offerings.
- **Experience working with multi-cultural organizations:** describe any experience in working with UN organizations, International Financial Institutions, non-profit international entities or corporate private-sector companies operating in a multicultural context. Describe what particular factors are peculiar to such organizations

SUB - SECTION 3: KEY PERSONNEL

3.1 CVs of Key Managed Services Personnel

Attach CVs of key personnel who will provide manages services support for UNDP account

- **Manager of AEM Managed Services Division**
Minimum 5 years of experience in leading a managed services division of technical resources
- **AEM Engineer**
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
- **System Administrator**
Minimum 4 years of experience in system administration and configuration and cloud provider hardware provisioning and configuration
- **Account Manager**
Minimum 3 years of experience in managing client relationships within a managed services offering.

Section 7: Financial Proposal Form

The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in the Instruction to Proposers.

All consultancy fees /rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes as detailed in Clause 18 of the UNDP General Conditions for Contract.

The Financial Proposal must provide a detailed price breakdown of consultancy fees.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal.

Cost Breakdown

	OPTION 1 - Ultra High Availability*	INITIAL CONTRACT						POSSIBLE EXTENSION				
No	Activity	First Year (2015)		Second Year (2016)		Third Year (2017)		Fourth Year (2018)		Fifth Year (2019)		Total Cost (5 years)
	MAIN Service	Monthly Cost	Total 12 Months	Monthly Cost	Total 12 Months	Monthly Cost	Total 12 Months	Monthly Cost	Total 12 Months	Monthly Cost	Total 12 Months	
1	Managed Services and Hosting for AEM Environment - 99.5% - 99.9%											
2	One Time Cost for Migrating AEM Environment from current environment to the selected vendor's hosting environment											
	SUB TOTAL I											

	ADDITIONAL Support - case by case based on needs during the contract period**	Est. Qty of Request (3 years)	Est. Qty of data transfer (3 years)	Unit Cost	UoM	Sub Total Cost (3 years)	Est. Qty of Request (2 years)	Est. Qty of data transfer (2 years)	Unit Cost	UoM	Sub Total Cost (2 years)	Total Cost (5 years)
1	CDN on demand costing											
	Range 0 - 5000 GB	9 months	4500 GB/month		GB/ Month		6 months	4900 GB/month		GB/ Month		
	Range 5001 - 10000 GB	3 months	8500 GB/month		GB/ Month		2 months	9500 GB/month		GB/ Month		
2	AEM Engineer	480 hours			Hours		320 hours			Hours		
3	System Administrator	480 hours			Hours		320 hours			Hours		
	SUB TOTAL II											
	GRAND TOTAL (Sub Total I + II)											

	OPTION 2 - High Availability*	INITIAL CONTRACT						POSSIBLE EXTENSION				
N o	Activity	First Year (2015)		Second Year (2016)		Third Year (2017)		Fourth Year (2018)		Fifth Year (2019)		Total Cost (5 years)
	MAIN Service	Monthly Cost	Total 12 Months	Monthly Cost	Total 12 Months	Monthly Cost	Total 12 Months	Monthly Cost	Total 12 Months	Monthly Cost	Total 12 Months	
1	Managed Services and Hosting for AEM Environement - 99.0% - 99.4%											
2	One Time Cost for Migrating AEM Environment from current environment to the selected vendor's hosting environment											

	SUB TOTAL I											
	ADDITIONAL Support - case by case based on needs during the contract period**	Est. Qty of Request (3 years)	Est. Qty of data transfer (3 years)	Unit Cost	UoM	Sub Total Cost (3 years)	Est. Qty of Request (2 years)	Est. Qty of data transfer (2 years)	Unit Cost	UoM	Sub Total Cost (2 years)	Total Cost (5 years)
1	CDN on demand costing											
	Range 0 - 5000 GB	9 months	4500 GB/month		GB/ Month		6 months	4900 GB/month		GB/ Month		
	Range 5001 - 10000 GB	3 months	8500 GB/month		GB/ Month		2 months	9500 GB/month		GB/ Month		
2	AEM Engineer	480 hours			Hours		320 hours			Hours		
3	System Administrator	480 hours			Hours		320 hours			Hours		
	SUB TOTAL II											
	GRAND TOTAL (Sub Total I + II)											

* Bidders are requested to provide price proposal for both Option 1 and 2. First, UNDP will evaluate Option 1 price proposal from all technically qualified bidders to determine the highest combined score of technical and financial proposal and to be awarded the contract. However, if UNDP budget cannot cover the proposed price of the highest combined score of proposal under Option 1, UNDP has the right to evaluate Option 2 price proposal from all technically qualified bidders and determine the highest combined score of technical and financial proposal under this Option 2. The bidder under Option 2 then will be awarded the contract unless there is a technically qualified proposal under option 1 whose total technical and financial score is higher but the price proposal is lower than the bidder with the highest combined score of technical and financial under option 2. In this case, the bidder with higher total combined score but lower price under Option 1 will be awarded the contract.

** The quantity stated under additional support here is only an estimation. The contract shall not guarantee an estimate volume of sales on the part of UNDP.

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



Section 8: Contract for Professional Services

THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE PROPOSER'S REFERENCE. ADHERENCE TO ALL TERMS AND CONDITIONS IS MANDATORY.

Date _____

Dear Sir/Madam,

Ref.: _____/ _____/ _____ [INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your [company/organization/institution], duly incorporated under the Laws of _____ [INSERT NAME OF THE COUNTRY] (hereinafter referred to as the "Contractor") in order to perform services in respect of _____ [INSERT SUMMARY DESCRIPTION OF THE SERVICES] (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
 - a) this Letter;
 - b) the Terms of Reference [ref.dated.....], attached hereto as Annex II;
 - c) the Contractor's Proposal [ref....., dated]
 - d) The UNDP Request for Proposal [ref....., dated.....]
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

- 2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency

and in accordance with the Contract.

- 2.2 The Contractor shall provide the services of the following key personnel:

<u>Name</u>	<u>Specialization</u>	<u>Nationality</u>	<u>Period of service</u>
-------------	-----------------------	--------------------	--------------------------

....
....

- 2.3 Any changes in the above key personnel shall require prior written approval of _____ **[NAME and TITLE]**, UNDP.

- 2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

- 2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES]

[INDICATE DELIVERY DATES]

e.g.

Progress report/..../....
...../..../....
Final report/..../....

- 2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by _____ **[MAIL, COURIER AND/OR FAX]** to the address specified in 9.1 below.
- 2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

FIXED PRICE

3. Price and Payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u>	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon....././....
....././....

Invoices shall indicate the milestones achieved and corresponding amount payable.

4. Special conditions

- 4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.
- 4.2 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.
- 4.3 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.
- 4.4 Owing to [.....], Article(s) [.....] of the General Conditions in Annex I shall be amended to read/be deleted.

5. Submission of invoices

- 5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:
.....
- 5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

- 6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.
- 6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

_____ **[NAME OF THE BANK]**

_____ **[ACCOUNT NUMBER]**

_____ **[ADDRESS OF THE BANK]**

7. Entry into force. Time limits.

- 7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than _____ **[INSERT DATE]** and shall complete the Services within _____ **[INSERT NUMBER OF DAYS OR MONTHS]** of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and _____ **[NAME AND TITLE]** UNDP.

9. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

For the Contractor:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME AND DESIGNATION]

For **[INSERT NAME OF THE COMPANY/ORGANIZATION]**

Agreed and Accepted:

Signature _____
Name: _____
Title: _____

Date: _____



UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the

Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

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

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT: Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party, and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the

Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

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

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and

immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

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

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

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

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual

favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 SECURITY:

23.1 The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

23.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

24.0 AUDITS AND INVESTIGATIONS:

24.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

24.2 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

25.0 ANTI-TERRORISM:

25.1 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

26.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.
