



# **UNITED NATIONS DEVELOPMENT PROGRAMME**

## **Request for Proposal (RFQ) For Quality Assurance Services of Data Center Migration**

**July 7, 2009**

United Nations Development Programme  
Office of Information Systems and Technology  
Bureau of Management  
304 East 45<sup>th</sup> Street  
New York, NY 10017

## Request for Proposal (RFQ)

Date: 7 July 2009

Dear Sir/Madam,

### **Subject: RFQ for Quality Assurance Services of Data Center Migration**

1. You are requested to submit a proposal for Quality Assurance Services of Data Center Migration, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
  - i. Instructions to Offerors ..... (Annex I)
  - ii. General Conditions of Contract..... (Annex II)
  - iii. Terms of Reference (TOR)..... (Annex III)
  - iv. Proposal Submission Form ..... (Annex IV)
  - v. Price Schedule ..... (Annex V)
  - vi. Bidding Timetable ..... (Annex VI)
3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than Monday **July 13, 2009 5:00 PM** New York time.

**United Nations Development Programme  
Bureau of Management  
Office of Information Systems and Technology  
Attention: Mr. Isidro Duran - Procurement Associate  
304 East 45th Street,  
FF-527 B  
New York, NY 10017**

**Email: [isidro.duran@undp.org](mailto:isidro.duran@undp.org)  
Telephone number: 212 906 3605  
Fax number: 212 906 6365**

4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,

Shirin Hamid  
Chief Technology Officer and Director  
Office of Information Systems and Technology  
United Nations Development Programme

## **Table of Contents**

<b>Annex I - Instructions to Offerors .....</b>	<b>5</b>
<b>A. Introduction.....</b>	<b>5</b>
1. General.....	5
2. Purpose of RFQ .....	5
3. Cost of proposal.....	5
<b>B. Solicitation Documents.....</b>	<b>6</b>
4. Contents of solicitation documents .....	6
5. Clarification of solicitation documents .....	6
6. Amendments of solicitation documents .....	6
<b>C. Preparation of Proposals .....</b>	<b>6</b>
7. Language of the proposal.....	6
8. Documents comprising the proposal.....	6
9. Proposal form.....	7
10. Proposal prices .....	8
11. Proposal currencies.....	8
12. Period of validity of proposals.....	8
13. Format and signing of proposals .....	8
14. Payment .....	9
<b>D. Submission of Proposals .....</b>	<b>9</b>
15. Sealing and marking of proposals.....	9
16. Deadline for submission of proposals.....	9
17. Late Proposals .....	10
18. Modification and withdrawal of Proposals.....	10
<b>E. Opening and Evaluation of Proposals .....</b>	<b>10</b>
19. Opening of proposals.....	10
20. Clarification of proposals .....	10
21. Preliminary examination.....	10
22. Evaluation and comparison of proposals .....	11
<b>F. Award of Contract.....</b>	<b>12</b>
23. Award criteria, award of contract.....	12
24. Purchaser's right to vary requirements at time of award .....	12
25. Signing of the contract.....	12
<b>Annex II - General Conditions of Contract .....</b>	<b>13</b>
1. LEGAL STATUS.....	13
2. SOURCE OF INSTRUCTIONS .....	13
3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES .....	13

4.	ASSIGNMENT .....	13
5.	SUB-CONTRACTING .....	13
6.	OFFICIALS NOT TO BENEFIT .....	13
7.	INDEMNIFICATION .....	14
8.	INSURANCE AND LIABILITIES TO THIRD PARTIES .....	14
9.	ENCUMBRANCES/LIENS .....	14
10.	TITLE TO EQUIPMENT.....	14
11.	COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS.....	15
12.	USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS .....	15
13.	CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION.....	15
14.	FORCE MAJEURE; OTHER CHANGES IN CONDITIONS .....	15
15.	TERMINATION .....	16
16.	SETTLEMENT OF DISPUTES.....	16
17.	PRIVILEGES AND IMMUNITIES.....	17
18.	TAX EXEMPTION.....	17
19.	CHILD LABOUR .....	17
20.	MINES.....	17
21.	OBSERVANCE OF THE LAW.....	18
22.	AUTHORITY TO MODIFY.....	18
	<b>Annex III - Terms of Reference (TOR).....</b>	<b>19</b>
	<b>Annex IV - PROPOSAL SUBMISSION FORM .....</b>	<b>24</b>
	<b>Annex V - PRICE SCHEDULE .....</b>	<b>25</b>
	<b>Annex VI - Bidding Timetable.....</b>	<b>25</b>

## **Annex I - Instructions to Offerors**

### **A. Introduction**

#### **1. General**

UNDP is the UN's global development network, an organization advocating for change and connecting countries to knowledge, experience and resources to help people build a better life. UNDP is on the ground in 166 countries, working with the countries on their own solutions to global and national development challenges. More information on UNDP can be found at our website [www.undp.org](http://www.undp.org).

The Office of Information Systems and Technology (OIST) in the Bureau of Management (BOM) provides ICT support to UNDP Headquarters units, Country Offices, and Regional Service Centers. It is the body responsible for ensuring a robust ICT environment within UNDP. OIST also provides services to UN Partner Agencies, including the integrated, corporate Web-based Enterprise Resource Planning (ERP) system, Atlas.

#### **2. Purpose of RFQ**

OIST/BOM seeks to engage the services of a consulting firm to carry out the migration project attached to implement a forward looking state of the art infrastructure capable of supporting Atlas with projected annual transactional growth of 30% or more for UNDP and its partner agencies business needs, reliable architecture that is capable of supporting better system availability, scalable environment to accommodate additional module implementation, and predictable overall system performance. The scope of the project includes:

- Infrastructure sizing and design
- Installation and configuration of PeopleSoft instances, reverse proxies, SiteMinder authentication system, gateway server and Control M server
- Migration of ATLAS (PeopleSoft) non-Prod, Prod, Training and DR from current hosting environment to ICC as outlined in the Terms of Reference (TOR) Annex.

#### **3. Cost of proposal**

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

## **B. Solicitation Documents**

### **4. Contents of solicitation documents**

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

### **5. Clarification of solicitation documents**

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organisation's mailing address or fax number indicated in the RFQ. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

### **6. Amendments of solicitation documents**

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

## **C. Preparation of Proposals**

### **7. Language of the proposal**

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

### **8. Documents comprising the proposal**

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8 and 9.

## 9. Proposal form

The Offeror shall structure the operational and technical part of its Proposal as follows:

### (a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organisational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UNDP entity.

### (b) Resource plan

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

### (c) Proposed methodology

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

**The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.**

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFQ. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked “proprietary” next to the relevant part of the text and it will then be treated as such accordingly.

#### 10. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

#### 11. Proposal currencies

All prices shall be quoted in US dollars currency.

#### 12. Period of validity of proposals

Proposals shall remain valid for one hundred and twenty (120) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

#### 13. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each “Original Proposal” and “Copy of Proposal” as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorized to bind the Offeror to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.

**In addition to the hard copy, if possible, please also provide the proposal on CDs, keeping the pricing information on a separate CD than the technical information.**

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialled by the person or persons signing the Proposal.



#### 14. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

### D. Submission of Proposals

#### 15. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

United Nations Development Programme  
Bureau of Management  
Office of Information Systems and Technology  
Attention: Mr. Isidro Duran - Procurement Associate  
304 East 45th Street,  
FF-527 B  
New York, NY 10017  
Email: [isidro.duran@undp.org](mailto:isidro.duran@undp.org)  
Telephone number: 212 906 6305  
Fax number: 212 906 6365

Marked with: “RFQ for Quality Assurance Services of Data Center Migration” **do not open until July 13, 2009**

(b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked “Original” and “Copy”. The second inner envelope shall include the price schedule duly identified as such.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal’s misplacement or premature opening.

#### 16. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than **July 13, 2009, 5:00 PM** New York time.

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

## 17. Late Proposals

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

## 18. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

## E. Opening and Evaluation of Proposals

### 19. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UNDP entity.

### 20. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

### 21. Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept

the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFQ). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFQ without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

## 22. Evaluation and comparison of proposals

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The technical and financial scores will be considered combined in the following percentages & the contract will be awarded to the Vendor attaining the highest combined score:

<b>Technical Evaluation (in percentage points)</b>	<b>70%</b>
<b>Financial Evaluation (in percentage points)</b>	<b>30%</b>
<b>Total</b>	<b>100%</b>

### Technical Evaluation Criteria

No.	Description	max points	Obtained points				
			CO A	CO B	CO B	CO C	....
1	Companies experience	1					
2	Understanding of scope	3					
3	Proposed workplan	2					
4	Project team skills	4					

Subtotal	<b>Total score obtained (70% weight)</b>	<b>10</b>					
			0	0	0	0	0

## F. Award of Contract

### 23. Award criteria, award of contract

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organization and activity concerned.

### 24. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFQ without any change in price or other terms and conditions.

### 25. Signing of the contract

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

## **Annex II - General Conditions of Contract**

### **1. LEGAL STATUS**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis 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. 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 which may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

### **3. 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. 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. 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 with the provisions of this Contract.

### **6. 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. 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. 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 its 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:

(i) Name UNDP as additional insured;

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

(iii) Provide that 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 UNDP with satisfactory evidence of the insurance required under this Article.

## **9. 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 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. 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. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

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, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

#### **12. 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 the United Nations in connection with its business or otherwise.

#### **13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

- 13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.
- 13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

#### **14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

- 14.1 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 which are beyond the control of the Parties.
- 14.2 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 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 UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, 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.

- 14.3 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, 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.

## **15. TERMINATION**

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" 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. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 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, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

## **16. 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, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.



## **16.2. Arbitration**

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

## **17. PRIVILEGES AND IMMUNITIES**

Nothing in or 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. 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 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 UNDP before the payment thereof and 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 UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

## **19. 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. 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. 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. AUTHORITY TO MODIFY**

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

## **Annex III - Terms of Reference (TOR)**

### **Purpose of Request**

The United Nations Development Programme (UNDP) is in the process of migrating its infrastructure to host PeopleSoft applications (Atlas). The current Atlas infrastructure was built in 2003 and it will be 6 years old at the end of the hosting contract with a hosting vendor. This aging infrastructure reached its CPU capacity and do not have any further scope for expansion to accommodate the growth of the business processes. The current user experience is reflecting the status of the aging infrastructure and the Atlas performance is degrading over the period due the increased load on the system. The performance impact is clearly experienced during the year-end financial closings. Also, when the Atlas Finance 9.0 upgrade is implemented in production by 2 Jan 2009, the performance would be impacted further. The current storage entitlement of 1.9 TB is insufficient and already costing more than \$0.5 million per annum in addition to the current annual hosting cost.

The above indicates that a replacement of the current Atlas infrastructure is necessary to support the demands of the next 5 years. In designing the new arrangements with a new hosting partner, United Nations International Computing Centre (UNICC), the following growth factors will need to be considered from technical perspectives:

- Application and data storage have been growing consistently at the rate of 25% to 30% over the last 5 years. Anticipate system growth for next 5 years is around 30% per annum or more. In order to support this growth, our future Atlas infrastructure should be capable of handling the system growth at the estimated target and yet flexible enough to scale upwards to accommodate unexpected business transaction volume growth with minimal incremental investment.
- Only 23 modules were implemented out of 64 PeopleSoft ERP modules since 2004. It is anticipated that additional functionalities and modules such as ELM, Talent Management, HCM self-service etc to be implemented over next 5 years. This requires additional CPU, memory and storage capacity over and above the current infrastructure capacity.
- We have enabled limited access to external users to access and retrieve reports from Atlas. It is anticipated that the usage of External Access to grow and would include external users such as Donors, national counterparts, project users and others. In addition to this, the internal usage of Atlas is also expected to grow with the implementation of self-service features for HCM, CRM and Portal. We therefore expect the Atlas user base and the concurrent usage is expected to grow between 5% and 10% per annum.

The project includes a project quality assurance component to ensure that the project follows industry best practice to secure the successful implementation. In this context, UNDP is seeking a potential vendor for provision of such quality assurance services.

## **Project Overview**

The objective of the migration project is to implement a forward looking state of the art infrastructure capable of supporting Atlas with projected annual transactional growth of 30% or more for UNDP and its partner agencies business needs, reliable architecture that is capable of supporting better system availability, scalable environment to accommodate additional module implementation, and predictable overall system performance. The scope of the project includes:

- Infrastructure sizing and design
- Installation and configuration of PeopleSoft instances, reverse proxies, SiteMinder authentication system, gateway server and Control M server
- Migration of ATLAS (PeopleSoft) non-Prod, Prod, Training and DR from current hosting environment to ICC

The quality assurance service is requested to support the above project.

## **Project Organization**

Organizational Sponsor Name:

- United Nations Development Programme (UNDP)
- 

**Project Team Makeup:**

- 
- **The hosting migration project is governed by the following governance structure.**
- 

Project Sponsor(s)	Provide executive sponsorship; Ensure availability of required UNDP, Partner Agencies and ICC resources for the project
Project Advisory Board (PAB)	Review project status; Provide management oversight; address issues with major implications for the project
UNICC Project Director	Provide ICC management coordination and oversight
UNICC Project Manager	Plan, execute, control project Successful delivery of the project
UNICC Technical Manager	ICC focal point for technical matters
UNDP Coordinator	UNDP management focal point for the project; Advise and guide project direction

UNDP Technical Focal  
Point

Provide technical requirements; UNDP single point of  
contact for technical matters



- The QA consultant is expected to work with UNDP Coordinator and UNDP Technical Focal Point as well as Chief Application Support of Office. Guided by these UNDP contact points, QA consultant is expected to engage Atlas partner agencies.

### **Project Timeline**

#### **Project Start Date:**

The UNICC migration project has already begun with the initial migration of some environments underway and it is expected to be completed by September 2009 with the migration of production environments.

#### **Target Project Schedule:**

Annex 1 gives a high level UNICC Project Migration Schedule.

#### **Project Duration:**

The migration project is expected to end in September as outlined in Annex 1. We expect the Quality Assurance contract start in Mid July prior to the starting of testing to end with the UNICC Project Migration completion in September.

#### **Project Assumptions:**

The Quality Assurance vendor is expected to provide its team with the necessary equipment (eg. desktop, laptop etc.).

Workspace will be provided at a UNDP facility for the duration of the project.

Majority of the work will be performed at UNDP facilities. There is no anticipated travel to our existing data center nor our new one in Geneva.

The standard workday is comprised of eight hours per day Monday to Friday.

The Quality Assurance vendor is to observe all of the UNDP published holidays unless requested by the UNDP in advance.

This request may result in the award of one Time and Materials based contract.

### **Services Required of Quality assurance Vendor**

The UNDP Enterprise Support Services Management Team is requesting professional Quality Assurance consulting services for the UNICC data center migration project.

#### **Project Roles Of Quality Assurance Vendor:**

- Provide Quality Assurance services for the data center migration effort

- Provide Technology Subject Matter experts as needed.

**Responsibilities Of Quality Assurance Vendor:**

i. QUALITY ASSURANCE ACTIVITIES

As part of these project quality assurance responsibilities, the Vendor will be required to:

1. Evaluate the approach and methodologies employed by the UNDP project team and make recommendations regarding possible incorporation of industry best practices in regards to data center migrations execution and validation and application testing and validation;
2. Monitor and evaluate risk mitigation activities and assist UNDP management in the development of appropriate risk mitigation strategies;
3. Review new data center's ongoing operations procedures and documentation in order to identify gaps between existing ones;
4. Prior to go-live, provide a readiness assessment of UNDP's migration to UNICC;
5. Evaluate the work products of project team's, including the UNDP's internal and external vendors and any third party consultants retained by UNDP, for completeness, consistency and clarity per project goals and objectives;
6. Review project plans to ensure that quality assurance and controls are incorporated;
7. Review configuration approach documentation for evidence of best practices, completeness and traceability;
8. Review project plans, work plans and reports in detail, identify issues and obstacles and recommend changes or adjustments to project plans, including the adequacy of project team organization, communications, processes, reporting, financial planning, and reliance on in-house versus outside expertise;
9. Design and provide standardized written reports concerning project and/or department's progress, based on the requirements to UNDP project sponsor;
10. Make recommendations to UNDP project sponsor that will ensure that the planned efforts are completed on time and within budget;
11. Review project work orders, statements of work, change orders and related project scope documentation and advise management on reasonableness as requested;
12. Schedule, conduct, attend and document project review meetings;
13. Evaluate processes and products to ensure agreed-to expectations and best practices are being met.

**Vendor Critical Deliverables:**

- i. Quality Assurance Reviews (incorporating elements stated in 5.b.i)
- ii. Go-live Readiness Assessment
- iii. Testing Observation Documents
- iv. Periodic Risk Reports

v.

**Vendor Assignment Duration:** Approximately 20 working days in a 2 month span from mid-July to mid-September typically surrounding key project milestone dates

**Anticipated Start Date:** July 2009

**Required Expertise From Quality Assurance Vendor:**

**Quality Assurance** – Demonstrated experience providing quality assurance engagements and advisory services as they relate to data center migration, validation, and subsequent application validation and testing services.

**6. Quality Assurance Proposal and Content and Format**

Vendor should prepare written proposal and submit it in MS Word format. Proposals should adhere to the following outline, as well as to page limitations, where indicated:

6.1 A brief narrative of the company's background and history, including successfully completed projects relevant to the project being proposed. (Maximum of 4 pages)

6.2 Description of vendor's understanding of the scope, challenges, risks and issues particular to this project. (Maximum of 2 pages)

6.3 Description of vendor's approach and methodology and how it will be applied to the unique challenges of this project ( Maximum of 5 pages)

6.4 Provide a proposed Project Work Plan and schedule.  
< *Identify schedule assumptions and critical dependencies.*>

6.5. Proposed Vendor project team

6.5.1 Key project staff (name, location and project responsibility)

6.5.2 Descriptions of role of key project staff

6.5.3 Key project staff relevant skills and experience

6.5.4 Include resumes and (x) references for each key project staff person and please provide resumes as an appendix.

6.6 Cost Proposal

## Annex IV - PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services (profession/activity for Project/programme/office) for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 120 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Dated this day /month of year

Signature

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of



## **Annex V - PRICE SCHEDULE**

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFQ response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18.

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

The format shown on the following page should be used in preparing the price schedule.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

**In addition to the hard copy, if possible, please also provide the proposal on CDs, keeping the pricing information on a separate CD than the technical information.**

## **Annex VI - Bidding Timetable**

	<b>Deadlines</b>
Email intention to respond	8 July 2009
Deadline for receiving Respondent proposals	13 July 2009
Evaluation of proposals completed & Final Decision Made	16 July 2009
Announcement of recommended vendor	20 July 2009