## INTERNATIONAL DEVELOPMENT LAW ORGANIZATION INVITATION TO BID

Reference: ITB No. HQ-2022-011	Date: April 11, 2022

Dear Sir/Madam,

The International Development Law Organization (IDLO) kindly invites your Company/Organization to submit a Bid for **Backup Solution and Services.** The full requirement is described in Annex C.

We also request that your Bid is submitted using the format specifically detailed in Annex D, E and F.

Bids submitted by email must be limited to a maximum of **10MB**, virus-free and no more than two email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

Bids shall be evaluated based on the criteria set in Annex B.

IDLO is not bound to accept any Bid, nor award a Contract, nor be responsible for any costs associated with a Bidder's preparation and submission of a Bid, regardless of the outcome or the manner of conducting the selection process.

IDLO encourages every prospective Supplier to avoid and prevent conflicts of interest, by disclosing to IDLO if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this Invitation to Bid (ITB).

By submitting a Bid in response to this information, Bidders are confirming acceptance of IDLO General Terms and Conditions for the Procurement of Goods or Services and IDLO Supplier Code of Conduct in full and; Payment Policy where payment is made within 30 days after delivery of service on presentation of complete and correct invoice.

This ITB consists of the following Annexes. Please be guided by these in preparing your Bid:

a.	Instructions to Bidders	Annex A
b.	Preliminary Screening Criteria	Annex B
c.	Terms of Reference (TOR)	Annex C
d.	Bid Submission Form	Annex D
e.	Bidder Information Form	Annex E
f.	Price Schedule	Annex F
g.	IDLO Special Conditions of Contract	Annex G
h.	IDLO General Terms and Conditions for the Procurement of Goods or Services	Annex H
	and IDLO Supplier Code of Conduct	

For any questions/clarifications related to this ITB before Deadline for Submissions of Bid, please contact IDLO on <u>tenders@idlo.int</u> and mention **Clarification ITB HQ-2022-011** in the subject section of your email.



Deadline for Submission of Proposals: On or before **Date: April 26, 2022** 

Time: 15:00 hours Rome, Italy local time.

Thank you and we look forward to receiving your Bid.

Sincerely yours, International Development Law Organization | IDLO IDLO Headquarters



# ANNEX A INSTRUCTIONS TO BIDDERS

1.	General Considerations	In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.			
		The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify IDLO.			
2.	Cost of the Bid	The Bidder shall bear all costs associated with the preparation and submission of the Bid.			
		IDLO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.			
3.	Currency of Bid	Bids shall be nominated exclusively in EURO			
		Note: Local Suppliers must comply with any applicable laws regarding doing business in other currencies			
4.	Language of the Bid	The Bid and all correspondences and documents relating to the Bid exchanged by the Bidder and IDLO shall be written in the English language.			
5.	Deadline for Submissions of Bid	The Bid shall be addressed to IDLO on or before  Date: April 26, 2022			
	Submissions of Bid	Time: 15:00 hours Rome, Italy local time.			
		Note: Proposals submitted by email must be limited to a maximum of <b>10MB</b> , virus-free and no more than two email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.			
6.	Delivery Term and Place	The Backup Solution will be activated within 10 working days after receipt of PO or contract from IDLO and the Services will be delivered based on the mutually agreed Implementation Plan.			
7.	Customs clearance , if	□-IDLO			
	needed, shall be done by:	□ Supplier ☑ N/A			
8.	Special Packing	⊠ N/A			
	Requirement or Temperature Control	<del>□ Yes</del>			
9.	Documents comprising the Bid	The Bid shall comprise the following components:			
	tile blu	<ol> <li>Bid Submission Form (see Annex D);</li> <li>Bidder Information Form (see Annex E)</li> </ol>			
		3. Price Schedule (Annex F)			
10.	Contents of solicitation documents	The Bidder 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 Bidder's risk and will affect the evaluation of the Bid.
11. Clarification of solicitation documents	A prospective Bidder requiring any clarification on this ITB may contact IDLO by email on <a href="mailto:tenders@idlo.int">tenders@idlo.int</a> no later than 72 hours prior to the deadline for submission of Bids.
	Please mention <b>Clarification ITB NO. HQ-2022-011</b> in the subject section of your email.
	Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that have received the Solicitation Documents or posted on IDLO website.
	Any delay in IDLO's response shall not be used as a reason for extending the deadline for submission, unless IDLO determines that such an extension is necessary and communicates a new deadline to all the Bidders.
12. Amendments of solicitation documents	At any time prior to the deadline for submission of Bids IDLO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Solicitation Documents by amendment.
	All prospective Bidders that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.
	In order to afford prospective Bidders reasonable time for taking the amendments into account and preparing their offers, the procuring IDLO entity may, at its discretion, extend the deadline for the submission of Bids.
13. Format, signing sealing, marking and submission of Bids	The Bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Bid.
	The Bid must be submitted using the format specifically detailed in Annex D, E and F.
	A Bid shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.
	Before the stipulated deadline, the Bidder shall send one email to the following e-mail address: <a href="mailto:tenders@idlo.int">tenders@idlo.int</a> with the Subject: "Submission for ITB No. HQ-2022-011"



14. Joint Venture, Consortium, or Association

If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that: (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between IDLO and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of IDLO.

The lead entity and the member entities of the JV, Consortium or Association shall abide by the requirement outlined in the following section in respect of submitting only one bid.

The description of the organization of the IV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IDLO.

A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:

- a) Those that were undertaken together by the JV, Consortium or Association; and
- b) Those that were undertaken by the individual entities of the JV, Consortium or Association.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

JV, Consortium or Associations are encouraged for high value, multisectoral requirements when the spectrum of expertise and resources required may not be available within one firm.

The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IDLO.



15 Only One Bid	
15. Only One Bid	The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.
	Bids submitted by two (2) or more Bidders 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 ITB; 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 Bid of, another Bidder regarding this ITB process;
	e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder;
	f) or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
16. Late Bids	Any Bid received by IDLO after the deadline for submission of Bids, pursuant to clause <i>Deadline for the submission of Bid</i> , will be rejected and sent back unopened or destroyed unopened if the return cannot be secured unless the Bid was sent by email but was not properly received due to issues in IDLO mailing system.
17. Validity Period of Bids	All Bids will be valid for <b>90 days</b> from the deadline for submission of Bids. In exceptional circumstances IDLO may request the Bidders to extend the validity of the Bid beyond what has been initially indicated in this ITB. The Bidders shall be invited to confirm the extension in writing, without any modification whatsoever on the Bid. The Bidders may choose not to extend the validity period of the Bid upon request of IDLO.
18. Modification and withdrawal of Bids	The Bidder may modify/withdraw its Bid after the Bid's submission, provided that written notice of the withdrawal is received by IDLO prior to the deadline prescribed for submission of Bids.
	The Bidder's modification/withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Bids.
	No Bid may be modified nor withdrawn after the deadline for submission of Bids.
	No Bid may be modified/withdrawn in the Interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder in the Bid Submission Form.



19. Amendment of the Bid	At any time prior to the deadline of Bid submission, IDLO may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.  If the amendment is substantial, IDLO may extend the Deadline for submission of bid to give the Bidders reasonable time to incorporate the amendment into their Bids.
20. Bidders' conference	⊠ N/A
	□ Yes
21. Right to accept, reject, or render non-responsive any or all Bids	IDLO reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to annul the solicitation process and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for IDLO's action. Furthermore, IDLO shall not be obliged to award the contract to the lowest priced offer.
22. Clarification of Bids	To assist in the examination, evaluation and comparison of Bids, IDLO may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.
23. Evaluation of Eligibility and Qualification	In general terms, Bidders that meet the following criteria may be considered qualified:  a) They are not included in IDLO Sanctions lists (EU, US, UN); b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required; d) They are able to comply fully with IDLO General Terms and Conditions of Contract and IDLO Supplier Code of Conduct; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
24. Price variation	Bidders shall not vary their prices for any reason after the deadline of the tender and while the Bid is still valid.
25. Preliminary Screening	IDLO will screen the Bids' Annex D and E to determine whether they are complete, whether the documents have been properly signed, and whether the Bid is generally in order.
26. Correction of errors	In the event of a discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected



	by IDLO. If the Bidder does not accept the final price based on IDLO's correction of errors, its Bid will be rejected.
27. Due Diligence	<ul> <li>IDLO reserves the right to undertake a due diligence exercise aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following: <ul> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;</li> <li>c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;</li> <li>d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary;</li> <li>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> <li>f) Other means that IDLO may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul> </li></ul>
28. Responsiveness of Bid	IDLO will determine the substantial responsiveness of each Bid to the ITB. For purposes of this Clause, a substantially responsive Bid is the one which materially conforms to the requirement of the tender and any mandatory terms contained in the Solicitation Documents.  IDLO's determination of a Bid's responsiveness is based on the contents of the Bid itself without recourse to extrinsic evidence.
29. Evaluation of Bid	All eligible Bids are assessed whether they are compliant, i.e., meet or exceed the specifications of the ITB
30. Right to Vary Requirements at the time of the Award	<ul> <li>□ N/A for Framework Agreement</li> <li>☑ Yes - At the time of award of Contract, IDLO reserves the right to vary (increase or decrease) the quantity of Services, 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.</li> </ul>
31. Contract Award	Contract Award shall be granted according to:  a) Full submission of relevant documentation as per Preliminary Screening Criteria (Annex B); b) Full submission of Bid Submission Form (Annex D) signed and stamped; c) Full submission of Bidder Information Form (Annex E);



	<ul> <li>d) Full submission of Price Schedule (Annex F) signed and stamped;</li> <li>e) Lowest priced, most technically acceptable/compliant offer;</li> </ul>
32. Contract Signature	Within seven (07) calendar days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to IDLO. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, IDLO may award the Contract to the Second Ranked Bidder or call for new Bids.
33. Debriefing	In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from IDLO. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future bids for IDLO procurement opportunities. The content of other bids and how they compare to the Bidder's submission will not be discussed.
34. Payment Terms	IDLO will make payment within <b>30 days</b> after satisfactory receipt of all goods and upon submission of the invoice by the Supplier.
35. General Terms and Conditions and Supplier Code of Conduct	Any Contract or Purchase Order that will be signed as a result of this ITB shall be subject to the IDLO's General Terms and Conditions and Supplier Code of Conduct attached as Annex H.  The mere act of submission of a Bid implies that the Bidder accepts both Annexes in full.
36. Liquidated Damages	☐ N/A  ☑ Yes - For late delivery of <u>Services</u> , IDLO shall be entitled to claim liquidated damages from the Contractor in accordance with Article 18 of the General Terms and Conditions.
	If the Contractor fails to perform the requested Services within the time period specified and as stipulated in the terms and conditions of the Contract, IDLO may, without formal notice and without prejudice to its other remedies under the Contract, be entitled to liquidated damages for every day delay in the provision and completion of the Services.
37. Partial Bid	<ul><li>☑ Not permitted (All or Nothing)</li><li>☐ Permitted</li></ul>

## ANNEX B PRELIMINARY SCREENING CRITERIA



## A. MINIMUM ELIGIBILITY CRITERIA

Subject	Criteria	<b>Document Submission Requirement</b>		
ELIGIBILITY				
Legal Status	Vendor is a legally registered entity.	Certificate of Incorporation/Registration		
Tax Revenue	Vendor is registered with pertinent country's revenue authority.	Valid Tax Compliance Certificate		
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB Annex A Clause 22.	Self-Attestation Letter		
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Self-Attestation Letter		
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Self-Attestation Letter		
Certificates and Licenses	<ul> <li>Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer</li> <li>Quality Certificates for the Goods</li> <li>Brochures</li> </ul>	<ul> <li>Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer);</li> <li>Product Catalogues or Brochures (Product Data Sheets) attesting compliance with Technical Specifications as mentioned under Annex B; OR, provision of link to Manufacturer's website showing the Product Data Sheet</li> </ul>		



### **B.** QUALIFICATION CRITERIA

QUALIFICATION	Criteria	Document Submission Requirement
Previous Experience	Minimum 3 years of relevant experience.	Copies of past POs or Reference Letters for services of similar nature and value in the past 3 years.
	Minimum 3 contracts of similar value, nature and complexity implemented over the last 3 years. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Copies of past POs or Reference Letters for services of similar nature and value in the past 3 years.
Financial Standing	Minimum average annual turnover of EUR 100.000 for the last 3 years.  (For JV/Consortium/Association, all Parties cumulatively should meet requirement).  Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability by submitting an audited financial statement (balance sheets, including all related notes, and income statements) for the last 3 years  (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Audited Financial Statements or Bank Statements for the past 3 Years



## ANNEX C TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS

#### **Backup and Recovery Solution and Services**

- A. About IDLO
- B. Background
- C. Description of Services sought under the Contract
- **D.** Duration of the Contract
- E. <u>Minimum required Specifications</u>
- F. Technical Evaluation Criteria
- **G.** Financial Evaluation Criteria

#### A. About IDLO

The International Development Law Organization (IDLO) is an intergovernmental organization exclusively devoted to promoting the rule of law. Established in 1983, IDLO works to enable governments and empower people to reform laws and strengthen institutions to promote peace, justice, sustainable development and economic opportunity. Its programs, research and policy advocacy cover the spectrum of rule of law from peace and institution building to social development and economic recovery in countries emerging from conflict and striving towards democracy.

The Assembly of Parties is IDLO's highest decision-making body. It is composed of Representatives of all Member Parties, which have joined the Establishment Agreement of IDLO. IDLO currently has 37 Member Parties.

IDLO has its Headquarters in Rome, a Branch Office in The Hague, Liaison Offices for the United Nations in New York and Geneva, and Country Offices in Afghanistan, Armenia, the Bahamas, Burkina Faso, Honduras, Indonesia, Kenya, Kyrgyzstan, Jordan, Liberia, Mali, Mexico, Moldova, Mongolia, Myanmar, Niger, the Philippines, Somalia, Tunisia, Uganda and Ukraine.

The work of IDLO is sustained by a dynamic, diverse, multinational and multicultural workforce, comprised of over 400 employees plus additional personnel in the non-employee category such as consultants and interns. About one fourth of the IDLO workforce is based in its Headquarters in Rome, while the rest are spread across the globe in our Branch and Country offices.

#### B. Background

IDLO generates a significant amount of data (emails, files, etc.) that needs to be protected, preserved and accessible for years, often for legal or auditing reasons.

Based on IDLO's current adoption level of Microsoft 365, HQ infrastructure services and remote working scenarios, a Cloud Backup and Recovery solution fits the Organization' backup needs for business data.

The current usage/storage of Microsoft 365 apps is:

- Exchange online 3.9TB (data location: USA)
- OneDrive 8.2TB (data location: USA)



Sharepoint Online - 3.4TB (data location: USA)

The purchased Microsoft 365 services are: Office 365 E3 (500 licenses).

#### C. Description of Services sought under the Contract

This ITB is for a Cloud Backup and Recovery as a service (BaaS) - without any required hardware on IDLO on-premises:

- for daily, automated, on-demand Microsoft 365 backups that auto-discovers new and/or altered content from Exchange Online, SharePoint Online, OneDrive and Microsoft Teams
- with unlimited retention space and unrestricted/custom retention policies to guarantee that IDLO data on Microsoft 365 is fully backed up and recoverable at all times.

The Backup and Recovery services are required for:

- 500 Users' mailboxes (Office 365 E3 licensed) with related Online Archive
- 500 Users' OneDrive
- 120 Shared mailboxes
- Sharepoint online (15 sites)
- MS Teams Groups (30)
- O365 Groups (150)
- MS Dynamics CRM (2 instances)

The restore ability is not only allowed to IT Admins but End-User Self-Service Restore options are available for any licensed user within IDLO tenant.

Browsing through Point-In-Time snapshots, critical requirements are:

- granular search & restore options for file-level
- bulk recoveries (for folders, files, emails, etc.)

Secure access and zero trust architecture with air-gapped data must be In place to prevent unauthorized access to BaaS-managed data.

The Contract will include unlimited storage, infrastructure, compliance certifications, SLAs, 24/7 support Services (via email, phone or support ticket submission) and a dedicated technincal resource of the Vendor from the initial setup up to the production-mode of the Cloud Backup and Recovery services for IDLO.

A complete list of requirements that the Cloud Backup and Recovery solution must offer for the apps included in Microsoft 365 (Exchange online, OneDrive, SharePoint online, MS Teams) and MS Dynamics is described under "Minimum required Specifications".

#### D. Duration of the Contract

The initial subscription of the BaaS is 2 (two) or 3 (three) years as will be deemed appropriate at the conclusion of this process. The planned subscription starting date is within 10 working days after receipt of PO or contract from IDLO and the Services will be delivered based on the mutually agreed Implementation Plan.

#### E. Minimum required Specifications

The list of requirements are divided by "Mandatory" and "Desirable".



The Vendor must specify if the Requiments of the offered "Cloud Backup and Recovery solution" are fully complaint (Yes) or not complaint (No) with "Mandatory" IDLO specifications.

Bidders that fail to comply with **less than 10% of "Mandatory" criteria (**with Compliance = "No") will be marked as "Fail" at Technical Evaluation stage.

"Desirable" features will not be included in the scoring therefore their Compliance level will not contribute to the Max Points specified in the "Technical Evaluation Criteria" schema.

Please provide extensive evidence on how the "Cloud Backup and Recovery solution" is compliant with these requirements.



Арр		Data Type	Description	Requirement	Compliance Yes (Y)/No (N)	Additional Notes
	1.01	<ul> <li>User's Mailbox</li> <li>Entire set of folders (InBox, Sent, Draft, Deleted Items, etc.)</li> <li>Sub-folders created by the user</li> </ul>	Restore Points with retained folder structure:  Same User's Mailbox	Mandatory		
	1.02		Restore Points with retained folder structure:  Different User's Mailbox	Mandatory		
	1.03		Restore Points with retained folder structure:  Export (PST)	Mandatory		
	1.04	Shared Mailbox	Restore Points with retained folder structure:  Same Mailbox	Mandatory		
	1.05	<ul> <li>Entire set of folders (InBox, Sent, Draft, Deleted Items, etc.)</li> </ul>	Restore Points with retained folder structure:  • Different User's Mailbox	Mandatory		
	1.06	Sub-folders created by the user	Restore Points with retained folder structure:  Export (PST)	Mandatory		
Exchange	1.07	<ul> <li>In-Place Archived Mailbox</li> <li>Entire set of folders (InBox, Sent, Draft, Deleted Items, etc.)</li> <li>Sub-folders created by the user</li> </ul>	Restore Points with retained folder structure:  Same Mailbox	Mandatory		
Online	1.08		Restore Points with retained folder structure:  • Different User's Mailbox	Mandatory		
	1.09		Restore Points with retained folder structure:  Export (PST)	Mandatory		
	1.10	Resource (Room and Equipment) Mailboxes	Restore Points with retained folder structure:  Same Mailbox	Mandatory		
	1.11		Restore Points with retained folder structure:  Same Mailbox	Mandatory		
	1.12		Restore Points with retained folder structure:  • Different User's Mailbox	Mandatory		
	1.13		Restore Points with retained folder structure:  Export (PST)	Mandatory		
	1.14	Contacts		Mandatory		

Арр		Data Type	Description	Requirement	Compliance Yes (Y)/No (N)	Additional Notes
	1.15	Calendar/Appointments/Meetings		MANDATORY		
	1.16	Tasks		DESIRABLE		
	1.17	Notes		DESIRABLE		
	1.18	Microsoft 365 Group	Name/Description/Privacy	Mandatory		
	1.19		Restore Points with retained folder structure:  Same Group's Mailbox	Mandatory		
	1.20	M365 Group (Mailbox items and Folders)	Restore Points with retained folder structure:  Different Group	Mandatory		
	1.21		Restore Points with retained folder structure:  Export (PST)	Mandatory		
	1.22	M365 Group (Calendar/Appointments/Meetings)	Restore Points with retained folder structure:  Same Group	Mandatory		
	1.23	Microsoft 365 Group	Membership permissions	Mandatory		
	2.01	Documents (single files and folders)	Restore Points with retained folder structure:  Same User's OneDrive	Mandatory		
	2.02		Restore Points with retained folder structure:  Different User's OneDrive	Mandatory		
One Drive	2.03	Documents Permissions		Mandatory		
	2.04	Document Version History		Mandatory		
Teams	3.01	MS Teams	Name/Description	Mandatory		

Арр		Data Type	Description	Requirement	Compliance Yes (Y)/No (N)	Additional Notes
	3.02	MS Teams	Privacy/Membership	Mandatory		
	3.03	MS Teams	Membership permissions	Mandatory		
	3.04	Files and Folders	Restore with retained folder structure	Mandatory		
	3.05	Meetings		Mandatory		
	3.06	Tabs		DESIRABLE		
	3.07	Conversations		Mandatory		
	3.08	Apps	Forms, OneNote, Stream, Planner	Mandatory		
	4.01		Settings	Mandatory		
	4.02		Site Collection Features	Mandatory		
	4.03	Site collection	Navigation	Mandatory		
Sharepoint Online	4.04		Permissions	Mandatory		
	4.05		Apps Permissions	Mandatory		
	4.06	Site/Subsite (Modern/Classic)	Users and Permissions	Mandatory		
	4.07		Site Features	Mandatory		

Арр		Data Type	Description	Requirement	Compliance Yes (Y)/No (N)	Additional Notes
	4.08		Look and Feel (Navigation, Page layouts and site templates)	Mandatory		
	4.09		Title, description, and navigation	Mandatory		
	4.10		Permissions	Mandatory		
	4.11	Site libraries and lists	Document Version History	Mandatory		
	4.12		Content Types	Mandatory		
	4.13		Standard Views (Public)	Mandatory		
	4.14	Groups	Users Membership	Mandatory		
	4.15	Site Pages	Permissions	Mandatory		
	4.16	Site rages	Version History	Mandatory		
	4.17		Permissions	Mandatory		
	4.18	Document library	Document Version History	Mandatory		
	4.19		Standard Views (Public)	Mandatory		
	4.20	File	Item-level Permissions	Mandatory		
	4.21	THE	Document Version History	Mandatory		

Арр		Data Type	Description	Requirement	Compliance Yes (Y)/No (N)	Additional Notes
	4.22		Site Collection Templates	MANDATORY		
	4.23	Templates	Sub-Site Templates	Mandatory		
	4.24		List Templates	Mandatory		
	4.25	Workflows	Built-in Workflows	Mandatory		
	4.26	WORKHOWS	SharePoint Designer Workflows	MANDATORY		
	4.27		Term Group	Mandatory		
4.	4.28	Terms store	Term Set	MANDATORY		
	4.29		Term	Mandatory		
	4.30		Content Rollup	MANDATORY		
	4.31	Web parts	Media and Content	Mandatory		
	4.32		Forms (InfoPath Form Web Part)	Mandatory		
MS Dynamics	5.01	Instances	CRM	DESIRABLE		
General Specs and Features	6.01	Managament Bashura & Bashara Carral	Cloud based	Mandatory		
	6.02	Management Backup & Restore Console	Centralized for Backup and Restore operations	Mandatory		

Арр	Data Type	Description	Requirement	Compliance Yes (Y)/No (N)	Additional Notes
6.0	3	Roles segregation	DESIRABLE		
6.0	14	Delegation to internal Teams	DESIRABLE		
6.0	5	Reports (errors, failed backups)	Mandatory		
6.0	96	Alerts (errors, failed backups)	Mandatory		
6.0	17	Activity Logs/Audit	Mandatory		
6.0	18	Export Logs options	Mandatory		
6.0	9	Centralized Search	Mandatory		
6.1	.0	Search Scope across all M365 apps	Mandatory		
6.1	.1	Scheduled (custom frequency: daily, weekly, etc.)	Mandatory		
6.1	.2 Backup type	On-Demand	Mandatory		
6.1	3	Snapshot	DESIRABLE		
6.1	4	Restore to Original Location	Mandatory		
6.1	.5 Restore Points	Restore to Another Location (Destination)	Mandatory		
6.1	6	Restore to External Storage	DESIRABLE		

Арр		Data Type	Description	Requirement	Compliance Yes (Y)/No (N)	Additional Notes
	6.17		Export	DESIRABLE		
	6.18	Datastias	Custom retention policies	Mandatory		
	6.19	Retention	Archive policies for deleted objects	Mandatory		
	6.20	(C. 16 C. m. i // p. p. p. p. p. p. j. m. j.	Mailbox	DESIRABLE		
	6.21	"Self-Service" restore option for end users	OneDrive	DESIRABLE		
	6.22	GDPR compliance	Identifying data about subjects for appropriate retention and/or "right to be forgotten" requests	Mandatory		
	6.23		Unlimited for Scheduled Backups	Mandatory		
	6.24	Storage	Unlimited for On-Demand Backups	Mandatory		
	6.25	Storage Location	Regions Option to choose	DESIRABLE		
	6.26		Unlimited	Mandatory		
	6.27		H 24/7/365	Mandatory		
	6.28	Support and Trainings	By phone/email/ticket	Mandatory		
	6.29		Trainings to IDLO Technical Team for the initial setup	Mandatory		
	6.30		Trainings to IDLO Technical Team for new releases and/or updates of the Cloud Solution	Mandatory		

Арр	App Data Type		Description	Requirement	Compliance Yes (Y)/No (N)	Additional Notes
	6.31		Support Long Files names	Mandatory		
	6.32	Languages	Special characters (Arabic, Cyrillic, Burmese)	Mandatory		
	6.33	End-of-Contract	Retention Policy	Mandatory		

#### F. Technical Evaluation Criteria

To facilitate accuracy and completeness of the offer the Bidders are provided with a table below table which summarizes the evaluation criteria and the weight given to each criteria.

CATEGORY	DESCRIPTION	MAX POINTS
Exchange Online	"Cloud Backup and Recovery solution" for Exchange Online based on the complete list of technical requirements specified in "Minimum required Specifications" (see page 15)	150
One Drive	"Cloud Backup and Recovery solution" for OneDrive based on the complete list of technical requirements specified in "Minimum required Specifications" (see page 15)	150
Teams	"Cloud Backup and Recovery solution" for Teams based on the complete list of technical requirements specified in "Minimum required Specifications" (see page 15)	100
Sharepoint Online	"Cloud Backup and Recovery solution" for SharePoint Online based on the complete list of technical requirements specified in "Minimum required Specifications" (see page 15)	150
MS Dynamics	"Cloud Backup and Recovery solution" for MS Dynamics based on the complete list of technical requirements specified in "Minimum required Specifications" (see page 15)	50
General Specs and Features	"Cloud Backup and Recovery solution" with General Specs and Features of technical requirements specified in "Minimum required Specifications" (see page 15)	200

#### **G.** Financial Evaluation Criteria

CATEGORY	DESCRIPTION	MAX POINTS
Priced bid	Detailed costs of the provided "Cloud Backup and Recovery solution" based on the complete list of technical requirements specified in "Minimum required Specifications" (see page 15)	200



## ANNEX D BID SUBMISSION FORM

## (This Form must be submitted using the Supplier's Official Letterhead/Stationery in the format specified below)

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide **Services** for [INSERT AMOUNT OF MONEY AND CURRENCY] as may be ascertained in accordance with the Price Schedule (Annex F) attached herewith and made part of this Bid.

We undertake, if our Bid 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 Bid for a period of 90 days from the date fixed for opening of Bids in the Invitation to Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We hereby accept the IDLO's General Terms and Conditions in full and Payment Policy of payment within 30 days after delivery of service on presentation of complete and correct invoice.

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

Company/Organization:	
Name:	
Title:	
Date: <mark>Select date</mark>	
Signature:	

Duly authorized to sign this Bid



# ANNEX E BIDDER INFORMATION FORM

Name of Bidder:	[Insert Name of E	<mark>Bidder]</mark>		Date:	Select date	
ITB reference:	ITB No. HQ-2022	-011				
Legal name of Bidde	r	[Complete]				
Legal address		[Complete]				
Year of registration		[Complete]				
Bidder's Authorized F Information	Representative	Name: [Complete] Title: [Complete] Telephone numbers: [Complete] Email: [Complete]				
Are you an IDLO ven	dor?	☐ Yes ☐ No	If yes, <mark>[insert ID</mark>	LO vend	d <mark>or number]</mark>	
Countries of operation	on	[Complete]				
No. of full-time empl		[Complete]				
Quality Assurance Ce ISO 9000 or Equivaler provide a Copy of the	nt) (If yes,	[Complete]				
Contact person that IDLO may contact for requests for clarifications during Bid evaluation		Name: [Comple Title: [Comple Telephone nur Email: [Comple	<mark>te]</mark> mbers: <mark>[Complete</mark>	]		
Please attach the following documents:		<ul> <li>Please refer to Annex B, Preliminary Screening Documents</li> <li>Please refer to Annex C – Terms of Reference/Technical Specifications</li> <li>If a Joint Venture/Consortium/Association, copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium/Association, or Registration of JV/Consortium/Association, if registered</li> </ul>				



## ANNEX F PRICE SCHEDULE

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

The format shown in the below table should be used while preparing the price schedule.

The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.



## <u>Table 1: Offer to Supply Services Compliant with Technical Specifications and Requirements</u>

Lot	Item Name	Description	Unit of Measure	Quantity	Compliance with Technical Specifications in Annex B	Unit rate in EURO	Total amount in EURO
Lot 01	Cloud Backup and Recovery solution	1 yr Subscription of BaaS solution	Annual Subscription		☐ Comply ☐ Not Comply. Alternative specification offered (please attach)		
Lot 02	Cloud Backup and Recovery solution	2 yrs Subscription of BaaS solution	Annual Subscription		☐ Comply ☐ Not Comply. Alternative specification offered (please attach)		
Lot 03	Cloud Backup and Recovery solution	3 yrs Subscription of BaaS solution	Annual Subscription		☐ Comply ☐ Not Comply. Alternative specification offered (please attach)		
Total Cost of S	Services						
Total Cost of S	Services (1 Year subs	scription)					
Total Cost of S	Services (2 Years sub	oscription)					
Total Cost of Services (3 Years subscription)							
Other Charges (please specify)							
Taxes/ VAT ( %) (if applicable)							
<b>Grand Total</b>							

Name, position and signature of the Bidder	Bidder's Stamp
Duly authorised to sign this Bid	
Date:	

## ANNEX G IDLO SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement and/or amend the IDLO General Terms and Conditions for the Procurement of Services. Whenever there is a conflict, the provisions of the Special Conditions of Contract shall prevail over those in IDLO General Terms and Conditions for the Procurement of Services.

Place of delivery	Electronic submission
	Invoices to be billed to IDLO Headquarters, Viale Vaticano
	106, Rome, Italy
Delivery date	Within 10 working days after receipt of PO or contract from IDLO and the Services will be delivered based on the mutually agreed Implementation Plan
Payment terms	IDLO will process payment within 30 days after satisfactory receipt of all the services and upon receipt of the complete and correct invoice by the service provider.



# ANNEX H IDLO GENERAL TERMS AND CONDITIONS FOR THE PROCUREMENT OF SERVICES AND IDLO SUPPLIER CODE OF CONDUCT

Any proposal submission will imply the unconditional acceptance of IDLO General Terms and Conditions for Goods and Services and adherence to the Supplier Code of Conduct.

The documents are available on IDLO Procurement Website: <a href="https://www.idlo.int/sites/default/files/documents/general terms and conditions for goods august 2020.pdf">https://www.idlo.int/sites/default/files/documents/general terms and conditions for goods august 2020.pdf</a>

https://www.idlo.int/sites/default/files/documents/general terms and conditions for services fe b 2022.pdf

https://www.idlo.int/sites/default/files/documents/idlo-supplier-code-of-conduct.pdf

