REQUEST FOR PROPOSALS

for

Implementation of
Identity Management System via
Microsoft Forefront Identity Manager 2010

RFP # no.: 23/S/IT/HAAD/PT/2012

Bid issue date: July 08, 2012
Deadline for submission of proposals: August 02, 2012
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RFP #: 23 | SJT | HAAD | PT | 2012

Identity Management System via Microsoft FIM 2010
Contents of the Request for Proposals

The complete Request for Proposals shall include the following:

Section A: Instructions to Bidders
Section B: Terms of Reference (Technical requirements / specifications)
Section C: Draft Contract Agreement and Conditions
Annexes:
  • Annex I: Evaluation factors and scores
  • Annex II: Financial Proposal
Definitions and Abbreviations:

The terms used in this RFP and the subsequent contract shall have the following meanings:

<table>
<thead>
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<th>Term</th>
<th>Definition</th>
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<tr>
<td>Bidder</td>
<td>A legal entity entitled to submit a proposal in response to this bid</td>
</tr>
<tr>
<td>Vendor /Supplier</td>
<td>The awarded bidder selected to perform the project's scope of work specified here in this RFP</td>
</tr>
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<td>Contracting Authority/HAAD</td>
<td>Health Authority - Abu Dhabi</td>
</tr>
<tr>
<td>Days/months/years</td>
<td>Calendar days/ months/years</td>
</tr>
<tr>
<td>Project</td>
<td>Implementation of Forefront Identity Manager 2010 in HAAD.</td>
</tr>
<tr>
<td>N/A</td>
<td>Not applicable</td>
</tr>
<tr>
<td>RFP</td>
<td>Request for proposals</td>
</tr>
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<td>ToR</td>
<td>Terms of reference</td>
</tr>
<tr>
<td>ADSIC</td>
<td>Abu Dhabi Systems &amp; Information Centre</td>
</tr>
<tr>
<td>ISMS</td>
<td>Information Security Management System</td>
</tr>
<tr>
<td>FIM</td>
<td>(Microsoft) Forefront Identity Manager 2010</td>
</tr>
<tr>
<td>User /s</td>
<td>HAAD employee/ s</td>
</tr>
<tr>
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Section A - Instruction to Bidders

In submitting proposals, bidders must comply with all instructions contained in this RFP document. Failure to submit a proposal containing all the specified information and documentation (incl. all completed forms and templates, and a declaration that all the specified ToR will be accepted) within the stated submission deadline will lead to rejection of the proposal.

Article 1 - Tender Process Deadlines

<table>
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<th>Deadline for requesting clarifications from the HAAD</th>
<th>July 23, 2012</th>
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<td>Last date for issuing clarifications by the HAAD</td>
<td>July 25, 2012</td>
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<td>N/A</td>
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<td>Deadline for submission of proposals</td>
<td>August 02, 2012</td>
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Article 2 - Packing and Labelling of Proposals

Each submitted proposal must comprise a Technical offer and a Financial offer, each of which must be submitted separately in sealed envelopes (see article 3). Each Technical offer and Financial offer must contain one original, clearly marked "Original", and 2 copies, each marked "Copy". Failure to respect the requirements in Article 03 and 04 will constitute a formal error and will result to rejection of the proposal.

Article 3 - Submission of Proposals

Proposals must be submitted either by recorded delivery (official postal service) or hand delivery directly to the HAAD in return for a signed and dated receipt to the following address:

To: Mr. Sultan Al Marzouqi  
   Head, Procurement Section  
Att.: Mr. Moinudeen Zayed  
   Procurement Officer  
   Procurement & General Services - Section  
   Health Authority – Abu Dhabi  
   Airport Road – behind Al Futtaim Motors Agency  
   P.O. Box 5674  
   2nd floor

Note: Proposals submitted by any other means (i.e. fax or e-mail) will be rejected. Any deviation from these instructions (e.g., unsealed envelopes or references to price in the technical offer) is to be considered a breach of the rules, and will lead to rejection of the proposal.

The outer envelope should carry the following information:

a) The address for submission of proposal indicated above;  
b) The reference code of the bid to which the bidder is responding (RFP # 23/S HAAD/PT/2012)  
c) The name of the bidder.
   • The pages of the Technical and Financial offers should be numbered.
Article 4 -  Proposal Contents

A. Technical offer

The Technical offer must include the following documents:

- Letter of Submission on Vendor’s letterhead signed and stamped by the person in charge or the Vendor’s authorized representative acknowledging the Vendor’s agreement to the terms and conditions of this RFP and certifying that all information offered in the submitted proposal are true, accurate, and complete.
- Full contact details of the key person in the company in case of any clarification requirements.
- Table of Contents, including page numbers.
- *An executive summary*, demonstrating the Vendor’s understanding of the project’s requirements, the proposed project’s approach, solution and implementation plan including a time schedule for the project implementation.
- Audited Financial Statements for the past one year.
- The bidders should have a minimum of three years experience in UAE Market.
- Copy of valid trade license/ Legal registration documents
- Copy of Microsoft Certifications
- Business references for projects of similar nature and volume that verify that the bidder has a satisfactory performance record and demonstrate that the bidder has the capability of meeting the project requirements. The references should specify the bidder’s relevant contribution to each listed project. References can only be considered if the bidder clearly lists a point of contact in the client organization for that project (name, address, telephone number, etc.).
- Bidder’s project team organisation chart and duty statements.
- *Unconditioned Bid Bond* from a reputable bank in UAE
- Detailed CVs for the key experts and project’s staff

*Note: After the bid opening of the TECHNICAL proposals and in case any bidder did not submit the required documents stated above, the proposal will be administratively rejected without further consideration for review.*

- REVEALING THE FINANCIAL OFFER IN TECHNICAL OFFER WILL LEAD TO THE IMMEDIATE REJECTION OF THE PROPOSAL.
- Failure to submit the bid bond on time of the closing of the tender submission will lead to immediate rejection of the proposal.

B. Financial offer

The Financial offer must specify a total amount in U.A.E currency (AED), inclusive of all costs and all applicable tariffs and /or taxes. The Financial offer must be submitted using the attached template (Annex 2 – Financial offer).

The Bidder should quote his prices clearly stating the total amount “not to exceed basis” for providing the required services as per the RFP showing a breakdown of the fee structure

Notes to bidders in preparing the financial offer:

A. It is bidder’s responsibility to examine and consider all the RFP requirements while preparing the financial proposals for this tender.

B. Bidders should quote the prices including all anticipated costs (i.e: accommodations, travels expenses, etc)

Article 5 -  RFP Terms and Conditions

Failure to meet the specified terms and conditions of this RFP at the time of award will result in disqualification of the Bidder.

Article 6 -  Bid Bond

The bidder must submit a bid bond with an amount of 15,000 AED (Fifteen Thousand Dirham) enclosed in the technical proposal. The bond shall be unconditional, valid for 120 days starting from
the closing date of proposal submission and addressed to the Health Authority – Abu Dhabi. Priority for issuing the Bid bonds in UAE should be from Abu-Dhabi Banks. The bid bond will be returned back to bidders after the evaluation and awarding processes are completed. The Bid Bond will be forfeited for the benefit of the Contracting Authority in case the bidder withdraws after the RFP closing date. The Bid Bond shall be returned back to the bidders as follows:

- To those who are not awarded this RFP;
- In case the Contracting Authority cancels this RFP; and
- To the bidder who is awarded this RFP on condition that the contract is signed.

**Article 7 - Validity of Proposal**
Proposals must remain valid and open for the acceptance of the HAAD for 120 days from the RFP closing date. Proposals specifying a shorter acceptance period will be rejected.

**Article 8 - Incomplete and Late Offers:**
Incomplete and late proposals will not be accepted. It is the bidder’s responsibility to ensure that the proposal is submitted complete, on time and in accordance with the RFP terms and conditions. Late proposals shall be returned to Bidders unopened.

**Article 9 - Inquiries**
Bidders may submit questions in writing either through fax or e-mail to the following address and up to 10 days before the deadline for submission of proposals.

Contact name: Ms. Dina Mohsen
Procurement Officer
Address: Health Authority – Abu Dhabi
Fax no.: +9712 4496969
E-mail: dkhaled@haad.ae

Any clarification issued by the HAAD will be communicated in writing to all the bidders before date stated in the table above. No further clarifications will be given after the stated date.

Any prospective bidders seeking to arrange individual meetings with the HAAD or any of its employees concerning this contract during the bidding period may be excluded from the bidding procedure.

**Article 10 - Alteration of Proposals**
Bidders may alter their proposals by written notification prior to the deadline for submission of proposals stated in this RFP. No proposals may be altered after this deadline.

**Article 11 - Eligible Bidders**
Bidders considered eligible to submit proposals are defined as the entity /organisation that is legally registered in the UAE to do business and can provide a valid certificate of legal registration/ trade registration license.

**Article 12 - Proof of Nonprofit Status**
Bidders claiming non-profit status must provide certification from the registering body with their proposals.

**Article 13 - Costs for preparing proposals**
Under no circumstances will the HAAD accept liability for any costs incurred in connection to the preparation and submission of proposals even if the HAAD decides to reject all the proposals or cancel the tender altogether.

**Article 14 - Clarification**
During the evaluation process, the HAAD may request additional information from bidders with regard to the submitted proposal if deemed necessary by the tender evaluation committee.
Article 15 - Evaluation of proposals
The evaluation process will identify and recommend the proposal which is technically superior at reasonable price.

- The weight of the technical factors = 70%
- The weight of the price = 30%

Only proposals with average scores of at least 70 points in the technical evaluation criteria set out at Annex I qualify for the financial evaluation.

C. Technical evaluation of bids
The technical quality of each bid will be evaluated in accordance with the evaluation criteria specified in Annex I of this RfP document. No other award criteria will be used. The award criteria will be examined in accordance with the requirements indicated in this RfP.

D. Evaluation of financial offers
Upon completion of the technical evaluation, the financial offers of those bidders who passed the technical evaluation stage will be opened.

Article 16 - Amendments
During the proposal submission period, if the HAAD decides to modify/ change any requirement(s) of the RfP, [the modification(s) shall be released through the issuance of an amendment to the RfP.] Any amendment will be issued in writing and will be sent to all bidders.

Article 17 - Confidentiality
The entire evaluation procedure is confidential and all proposals are for official use only and may be communicated neither to the bidders nor to any party other than the HAAD.

Article 18 - Ownership of Proposals
The HAAD retains ownership of all proposals received as part of this tender. Consequently, bidders have no legal right to have their proposals returned to them.

Article 19 - Bid Cancellation
The HAAD has the right at any stage in the bidding process to cancel the whole bid without justification to any of the bidders. In the event, Bidders will be notified in writing of the cancellation by the HAAD.

Article 20 - Discussion/Negotiation
HAAD may initiate discussions should clarification or negotiation be necessary. Bidders should be prepared to provide qualified personnel to discuss technical and contractual aspects of the proposal.

Article 21 - Award
The HAAD reserves the option of contracting only for a portion of the specified project scope or of not awarding a contract to any bidder. Final approval to enter into a contract, and the scope of services to be provided pursuant to the contract, rests with the HAAD. A contract may be awarded to more than one bidder based on the quality of the proposals and the HAAD’s needs.

Article 22 - Signature of the contract(s)
The successful bidder will be notified in writing of the Award. The successful bidder must send its authorized representatives to sign the contract within one week of notification of the Award in such a contract form as advised by the Contracting Authority at its absolute discretion.
Section B – Terms of References

Article 1 - General background and HAAD objectives

The Health Authority - Abu Dhabi (HAAD) is a local governmental entity established by Law (01/2007); the main function of HAAD is to regulate the Healthcare Sector within the Emirate of Abu Dhabi, both Public and Private, through Policies, Laws, Regulations, Inspections and Audits. The corporate office of HAAD is located in the capital of UAE, Abu Dhabi.

HAAD is responsible for licensing, quality control and in regulating all of the healthcare facilities and health professionals in the Emirate of Abu Dhabi, with the vision in developing health communities, and to monitor healthcare facilities so that it delivers high quality healthcare services in accordance with the best international practices and quality standards to its population. HAAD does not itself provide healthcare services or health insurance.

For more information on the company please visit: www.haad.ae.

Article 2 - Purpose and Objectives of the RFP

a- Purpose of the RFP
Identity Management is a cornerstone of organization security. This technology is a requirement of HAAD to offer the best security services to its employees and maintain a high degree of security and manageability within the IT environment. This RFP is released inviting bidders to submit their best solution compatible with HAAD IT systems.

HAAD is looking for capable and experienced bidders to design and implement Microsoft Forefront Identity Manager 2010 R2 within the environment to assist HAAD in maintaining its strategic security management goals, and keeping the security of the environment at a high standard.

HAAD is in compliance with ISO 27001 standards and with the requirements of policy making facilitators such as the Abu Dhabi Systems & Information Centre (ADSIC), HAAD would like to further increase its Information Security compliance standards via increasing the security management excellence.

As part of this project, HAAD seeks to enhance the capabilities of the IT infrastructure to have a greater impact on streamlining processes and workflows within the environment to optimize the IT department’s ability to provide services to its end users.

b- Objectives of this RFP
- The objective of this project are as follows:
  a. Manage the user management within HAAD from one centric point via integrating with Active Directory, MS Exchange server, Oracle ERP applications & other 3rd Party Microsoft .Net applications.
  b. Reduce the time spent by administrators managing user accounts across the various systems used.
  c. Ensure that the lifecycle of users within the HAAD environment are tracked, monitored, created and removed where necessary reducing the burden on administrators and allowing them to be more productive
  d. Single Sign on across all HAAD web or client server applications
  e. To increase trust and usage of IT services and systems
  f. Ensure an ingrained security culture within HAAD by allowing end users to have visibility to a user management portal.
  g. To reduce the helpdesk call load.
Currently, there is no automated Identity Management process within HAAD hence the load on administrators and IT staff must be reduced by the end of this project.

Note: Haad will provide the required Hardware & Microsoft licenses for this solution based on Hyper-V Virtual environment; Bidder must provide the required hardware Design for implementing Identity Solution ensuring redundancy and high availability

**Article 3 - SCOPE OF WORK**

HAAD requires the services of an experienced bidder in the field of Information Security, Risk management, and extensively in the Identity Management domain to design and implement Microsoft Forefront Identity Manager 2010 R2 within the HAAD environment.

Following are the Scope of Services with the detail requirements of the Project:

1. The Vendor must deploy a MS Forefront Identity Manager and it should include the following features but not limited to:
   a. **User Management:**
      i. Automated, codeless user provisioning and de-provisioning from Oracle ERP application which is managed by HAAD HR Department, including active directory user account & mailbox creation, applications & data access rights assignment.
      ii. Self-service user profile management.
      iii. Manage all the internal HAAD users from centralize point.
      iv. Capable for identification, implementation, administration and termination of identities with access to information systems and data within an organization.
   
   b. **Credential Management:**
      i. The system should be integrated with HAAD internal existing system like Oracle ERP & 3rd party application for identity management.
      ii. Self-service password reset capabilities for employees to reset their AD password and synchronize the new password to downstream systems.
      iii. Management of multiple credential types.
      iv. Self-service password reset integrated with Windows logon as well as web-based tool.
   
   c. **Group Management:**
      i. The system should identify the individual and control the access to the resources in that system/network by placing restrictions on the established identities of the individuals.
      ii. Empower users to manage group memberships and resolve their own identity and pass-word issues.
   
   d. **FIM Portal:**
      i. The consultant should implement Forefront identity manager portal where admin/users have the ability to manage certain variables of their own information.
   
   e. **Password reset service for users who may have forgotten their password.**
   
   f. **Single Sign on across HAAD web or client server applications**, by using active directory windows user account

2. The system should streamline internal provisioning processes to include:
   a. Automated workflows and actions to streamline the provisioning and de-provisioning of Active Directory accounts and Exchange email boxes upon receipt of a manager's approval.
      i. This may include provisioning into other systems as mentioned below
   
   b. Implement workflows via management agents to support transfers of employees/retirees to non-employees and non-employees to employees.
3. The Vendor will provide training to HAAD’s IT staff.

**Article 4 - IT Infrastructure Coverage Summary**

Health Authority – Abu Dhabi (HAAD) wishes to define the scope of work as it’s IT Department and its IT Infrastructure

The following is the list of IT infrastructure components currently operating at HAAD:

<table>
<thead>
<tr>
<th>Item</th>
<th>Number &amp; Description</th>
</tr>
</thead>
</table>
| No of Locations under Scope | 1 – HAAD HO Abu Dhabi  
2-IPC  
3-Al Ain Branch  
4-Mafraq Zayed herbal Center  
5-Madinat Zayed Branch |
| Number of Internal Users | 500 |
| Number of IT Personnel | 12 |
| Number of Servers | 70 |
| OS Platforms Used | Windows, Linux |
| Number of Routers | 6 |
| Number of Switches | 2 Core Switches and Edge Switches |
| Antivirus | Symantec End Protection |
| Databases and applications | Databases - Oracle 10g, SQL 2000,2005 & 2008  
Oracle ERP (Finance, Procurement, Customer Service, HRMS, Payroll)  
Net Developed Applications  
Share Point  
Website Development Utilities |
| Help Desk | IHEAT |
| Desktops | 500 |
| Public IP’s | 16 |

**Article 5 - Results to be achieved by the end of the project**

By the end of the Project HAAD should have:

1. Complete implementation of Microsoft Forefront Identity Manager 2010 including:
   1. Full Design Documentation.
   2. Full Operational Guidance.
   3. Full Administrator Training on the implemented system including:
      i. Training on basic administration.
      ii. Training on workflow administration.
      iii. General system maintenance training.
4. Functional requirements include:
   i. User management across all systems listed above including:
      a) User ID and information Synchronization across multiple systems.
      b) Password synchronization across systems where this functionality is required.
   ii. User Self Service Password Reset Functionality.
   iii. User Self Service Portal.
   iv. Fully redundant Identity Management Infrastructure.
   v. Functional & Tested Management agents.
Article 6 - Period of project execution

The period of execution of the whole project will be within 2 – 3 months from signing the Agreement with HAAD.

Bidders should submit a detailed time schedule for the project implementation period and its phases.

Article 7 - Requirements

A. Personnel /Key experts

Vendor should have appropriate and capable staff with qualifications and experience as follows:
The qualifications, skills and expertise of the core team cover the current requirements of the HAAD’s project.

The project manager should have the experience of the implementation of this kind of systems additionally some certifications in Project Management, Security, Risk Management, IT Governance is preferable. Furthermore, All the members of the core team members must have participated in projects that involved strategic planning and Security risk management and previous, reference able any Identity Management projects implementation.

B. Equipment / Facilities

The Vendor will work in his own environment using his own equipment; however it is expected that the Vendor will spend appropriate time in HAAD to carry out the assignment, discussions and testing during that can be provided with office space in HAAD while using his own equipment.

C. Software/ Hardware

The scope of this RFP is only for the consultancy & software services not the hardware equipments. Hardware for the production will be provided by the IT HAAD Section but hardware for the application development; development environment, testing & UAT environment should be provided & owned by the vendor/consultant.

Microsoft Windows OS, SQL, Forefront Identity Manager 2010 licenses will be provided by HAAD.

It is Vendor responsibility for providing a complete working solution

Any other items/tools/software/licenses required to commission the project will have to be included in the offer.

The BOQ is a rough forecast to all the parts required, it is the vendors responsibility to provide a completely working solution, and to add any missing items or parts to this BOQ.

Article 8 - Deliverables

While the Authority will monitor the output of the bidder and the project progress, the Vendor should submit the following deliverables for HAAD Approval, as minimum requirement:

1. Project plan and Project charter
2. High level documents to include:
   a. Vision & Scope
   b. Functional Specifications
3. Low level documents to include:
   a. Implementation Guides
   b. Operational Guides
   c. Full Design Documentation
4. Training Documentation/Manuals
5. Full Administrator Training on the implemented system including:
   a. Training on basic administration
   b. Training on workflow administration
   c. General system maintenance training
Section C – Draft Contract Agreement and Conditions

This Contract (“Contract”) is entered into by and between the Health Authority - Abu Dhabi (the Contracting Authority) having its principal place of business at - P.O Box: 5674 – Abu Dhabi – United Arab Emirates , and ---------------- (“the Vendor”) having its / their principal place of business located at ----------------

The Contracting Authority wishes the Vendor to perform the services hereinafter referred to, and the Vendor is willing to perform these services.

Now therefore the Parties to this Contract hereby agree as follows:

Article 1 - Subject

The subject of this Contract is ----------------, with identification number: ----------------

Article 2 - Structure of the contract

The Vendor will carry out the services on the terms and conditions set out in this contract, which comprises, in order of precedence, the special conditions (“Special Conditions”) defined in this document and the following annexes:

Annex I: Request for Proposal
Annex II: Vendor’s proposal
Annex III: Personnel
Annex VI: Correspondences between both parties

In case of any contradiction between the above documents, their provisions shall be applied according to the above order.

Article 3 - Contract value

The contract value is ----- AED

Article 4 - Commencement date

The date for commencing the contract performance shall be the date of signature of this contract.

Article 5 - Personnel

A. The Personnel specified in the Staffing Plan set out in Annex III (the “Personnel”) shall carry out the Services indicated therein.

B. In the event that any of the Personnel specified in Annex III is, in the opinion of the Contracting Authority, incompetent in discharging his/her assigned duties, the Contracting Authority may request the Vendor, to immediately provide as a replacement, a person with qualifications and experience acceptable to the Contracting Authority without any additional cost. The Vendor shall submit to the Contracting Authority the names and curricula vitae (to include details of all qualifications) of any proposed substitute and shall permit the Contracting Authority to interview any substitute. The Contracting Authority may in its absolute discretion refuse to accept any proposed substitute and in such case the Vendor shall submit to the Contracting Authority further names and curricula vitae of proposed substitute personnel. The fees for the Services as set out below in Article 9 will not be changed by the replacement of Vendor’s personnel as requested by the Contracting Authority.

C. The Vendor shall make no change to the personnel specified in Annex III without the prior approval of the Contracting Authority. If the Contracting Authority shall approve a change in the Personnel, the Vendor shall submit to the Contracting Authority the names and curricula vitae
(to include details of all qualifications) of any proposed substitute and shall permit the Contracting Authority to interview any substitute. The Contracting Authority may in its absolute discretion refuse to accept any proposed substitute and in such a case the Vendor shall submit to the Contracting Authority further names and curricula vitae of proposed substitute personnel. Without prejudice to the foregoing, if the Contracting Authority so requests, the Vendor will provide the Contracting Authority with the names of proposed substitutes to enable the Contracting Authority to approve a substitute in accordance with the terms hereof in advance of any specific requirement by the Contracting Authority. The Contracting Authority shall promptly give or refuse its approval.

Article 6 - Information to be provided to the Vendor

The Authority shall supply free of charge all available data and information, and shall give such assistance to the Vendor at its request and as may be reasonably required for carrying out his duties under this Agreement. The Contracting Authority recognizes and confirms that the Vendor will use and rely primarily on the information provided by the Contracting Authority and on information available from public sources in performing the Services without having independently verified the same and does not assume responsibility for the accuracy or completeness of any information provided by the Contracting Authority or such other publicly available information.

Article 7 - Reporting

The Vendor shall provide the Contracting Authority with monthly progress reports as specified in the ToR.

Article 8 - Invoices

Payments will be made within 30 days from the date of receiving an acceptable invoice to the finance. The submitted invoice should be signed and stamped by the Vendor and include the following information:

- Contract no.
- Contact person in the firm
- The service provided
- Bank details (i.e., branch details, account number etc.)

Payments shall be done against accepted and completed deliverables by the Contracting Authority.

Article 9 - Contract Price

The contract Price shall be fixed and not subject to change.

Article 10 - Contact addresses

Any written communication relating to this Contract between the Contracting Authority and the Vendor must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand to the addresses identified herein this contract.

Article 11 - Performance Bond

The Vendor shall be required to secure a performance bond in an amount equal to 10% of the total award price within 10 days from signing the contract and to be in effect for the duration of the performance period. The performance bond may be used to satisfy penalties for late delivery and/or loss incurred in the event of the Vendor’s failure to deliver or perform according to the requirements of the contract.

Article 12 - Intellectual Property

D. The Vendor may furnish the Contracting Authority with reports, analyses or other such materials (the "Materials"). The Contracting Authority understands and agrees that any such Materials will be furnished solely for its internal use and may not be furnished in whole or in part to any person or entity except as set out in clause 12.2, below.

E. The Contracting Authority may furnish the Materials to its directors, officers, and employees (and to its legal counsel, accountants, and investment bankers if retained by the Contracting Authority...
Authority to provide services relating to the Services in connection with the Project), in each case only if such persons (i) need to know such information, (ii) are informed of the confidential nature of the Materials, and (iii) agree to comply with the restrictions stated in document. The Contracting Authority further agrees that, without the Vendors prior consent, it shall not refer to the Vendor or attribute any information to the Vendor in any communication external to the Contracting Authority for any purpose, including without limitation in press releases, web sites, offering memoranda, and conversations with analysts.

F. The Contracting Authority shall own all right, title, and interest, including, without limitation, all intellectual property rights, in and to the Materials, except that the Vendor retains all right, title and interest, including, without limitation, intellectual property rights, in and to the Vendor’s Tools (as defined below). To the extent that the Materials include any Vendor’s Tools, the Vendor hereby grants to the Contracting Authority a non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free, perpetual license to use and copy the Vendor’s Tools solely for internal purposes and solely as part of the Materials. The “Vendor’s Tools” consist of any and all concepts, analyses, know-how, tools, frameworks, models, and industry information and perspectives used by the Vendor in connection with the Services.

Article 13 - Non-assignment

G. The Vendor shall not assign or transfer the benefits and obligations of this Agreement or any part thereof to any person/company except by the Contracting Authority’s written approval, provided, however that any assignment by the Vendor to an affiliate shall not require the consent of the Contracting Authority. For the purposes of this agreement with respect to the Vendor, the term “affiliates” means any entities that directly or indirectly control, are controlled by, or are under the same control as, such party or any other entities affiliated with such party or entities.

H. In any case of bankruptcy or liquidation of the Vendor, this Agreement shall automatically be terminated. In this case, the official receivers, trustees or liquidators of the Vendor shall not have the right to transfer/assign the benefits or any of the rights under this Agreement or prejudice the rights acquired by the Contracting Authority from the Vendor hereunder.

Article 14 - Contracting Authority Acknowledgement

It is the long-standing practice of the Vendor to serve multiple clients within industries, including those with potentially opposing interests, as well as counter-parties in merger, acquisition and alliance transactions. The Vendor is committed to maintain the confidentiality of the Contracting Authority’s information (generally as described in this Agreement) in all such situations. Accordingly, the Contracting Authority acknowledges and agrees that the Vendor (including its affiliates) may have served, may currently be serving or may in the future serve other parties whose interests are adverse to those of the Contracting Authority, including parties with whom the Contracting Authority competes, has a commercial relationship or potential commercial relationship (e.g., suppliers, distributors), enters into competitive bidding situations and/or enters into or considers entering into merger, acquisition, divestiture, alliance or joint venture transactions.
Article 15 - Penalties

In case the required items are not submitted by the Vendor by the expected delivery date, this will be investigated and the Vendor will be penalized. The penalty for late delivery is set at 2.5% of the total price of test per week and up to four (4) weeks (Maximum penalty is 10% to be imposed is of contract price).

Article 16 - Confidentiality

The Vendor and/or the Contracting Authority:

a. Acknowledges that all Disclosures given by either of them or a third party to the other is of a confidential nature;

b. Acknowledges that all Disclosures are issued in connection with the performance of the Agreement and shall remain the property of the Disclosing Party at all times;

c. Undertakes to keep secret and confidential all and every part of the Disclosure and the contents of this Agreement unless and until the relevant part thereof shall become public knowledge;

d. Undertakes to keep in a safe, secure and confidential place any documents and materials supplied to it, and not to make use of or permit others to make use of the Disclosure or any part of it except where it is necessary in order for a person to perform this Agreement or as otherwise authorized by the Contracting Authority or the Vendor in writing;

e. To the extent that the Disclosure is no longer required to enable either the Contracting Authority or the Vendor to perform its duties under this Agreement, such party shall return the Disclosure together with all copies, notes and transcriptions thereof to the other party forthwith upon demand but in any event shall return the Disclosure and all copies, notes and transcriptions of the same upon the termination of this Agreement;

f. The Vendor and the Contracting Authority shall procure that any person to whom all or part of the Disclosure is divulged shall enter into a confidentiality undertaking in similar terms hereto;

Article 17 - Taxes

The Vendor shall be liable for all taxes, imposts, duties, withholding taxes, charges or other assessments of whatsoever nature, whether levied by the Government of Abu Dhabi or the UAE, or any other Government elsewhere.

Article 18 - Termination

The availability of penalties does NOT limit the Contracting Authority’s right to terminate this contract for the Vendor’s lack of performance in carrying the agreed upon service for reasons to be justified by the Contracting Authority’s advisory board.

The Contracting Authority and the Vendor shall both have the right to terminate this Agreement or any appointed Vendor upon written notification of at least thirty (30) working days before such termination. In such a case the Vendor shall proceed in an orderly, rapid and economic way with the procedures to terminate his services and duties under this Agreement. In the event of any termination hereunder, the Contracting Authority’s sole responsibility with respect to professional fees and related expenses shall be to pay those professional fees and related expenses earned or incurred through the effective date of termination.
Article 19 - Governing Law and Language

The contract is subject to and shall be construed according to the applicable laws and regulations of the United Arab Emirates and the Emirate of Abu Dhabi.

The contract and all notices pursuant to the provisions of this subcontract shall be in English.

Article 20 - Entire Agreement

This Agreement embodies the entire Agreement between the Contracting Authority and the Vendor with respect to the Services and supersede all prior agreements, negotiations, understandings, representations and warranties, whether written, oral or otherwise and in particular any standard terms customarily issued by the Vendor.

No changes, amendments or modifications of the terms or conditions of this Agreement shall be valid unless executed in writing and signed by both parties.

Article 21 - Dispute settlement

Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the competent courts in the Emirates of Abu Dhabi for consideration and settlements in accordance with the applicable law and regulations. Notwithstanding the referral of the disputes as mentioned herein, the Vendor shall continue to perform their duties under this agreement if so requested by the Contracting Authority.

This contract is written in English in three originals, two originals for the Contracting Authority and one original being for the Vendor.

For the Vendor

Name:
Position:
Signature:
Date:

For the Contracting Authority

Name:
Position:
Signature:
Date:
Annex 1 – Evaluation Criteria and scores

Only proposals with average scores of at least **70** points qualify for the financial evaluation

<table>
<thead>
<tr>
<th>Evaluation factors for other items</th>
<th>Maximum Score</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Understanding of the project’s requirements and the suitability of the proposed solution, approach and demonstrated evidence to be able to deliver the solution as per HAAD’s needs and expectations.</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>Bidder’s strong and demonstrated background and experience on projects of similar nature, especially within government entities, including references inputs and/or feedbacks</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>Availability of sufficient and capable personnel with the required qualifications, skills and experience dedicated to the project, detailed team structure provided</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>The details, quality, adequacy and schedule of the project plan for the activities planned.</td>
<td>15</td>
<td></td>
</tr>
</tbody>
</table>

**Total Technical Criteria Score must be at least**

- **100**

<table>
<thead>
<tr>
<th>Mandatory Criteria</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Existence of local representative which can provide after sales-services, warranty services and local support.</td>
<td>Yes /No</td>
</tr>
</tbody>
</table>
Annex II – Financial Offer

Quoted prices by bidders shall be fixed and not subject to change:

<table>
<thead>
<tr>
<th>Ser.</th>
<th>Item name and description</th>
<th>Qty</th>
<th>Unit measure</th>
<th>Unit price /AED</th>
<th>Total Price /AED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Development &amp; Implementation of FIM*</td>
<td></td>
<td>Lumpsum</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Other costs

- *The above pricing is inclusive of all applicable taxes, all and any other costs of this project. The cost of license to HAAD users shall be inclusive as well in the above.
- Payments shall be processed after the delivery, installation, testing and full successful operation of the installed solution.
- Prices in the bidder’s financial offer are not subject to change after the bidder’s offer submission date,