*FPU.SR- 19.5*

**REQUEST FOR PROPOSALS**

(*PROCUREMENT OF SERVICES)*

*For Simple Assignments*

**SERVICES FOR**

*The upgrade of the IOM Global Website (*[*www.iom.int*](http://www.iom.int)*) to the
latest stable version of Drupal 8*

*including design, content migration, and training*

 **Prepared by**

*Manila Administrative Centre*

*September 06, 2017*

**REQUEST FOR PROPOSALS**

**RFP No.: *RFP-9-15***

**Mission:** *Manila Administrative Centre*

**Project Name:** *The upgrade of the IOM Global Website (*[www.iom.int](http://www.iom.int)*) to the*
*latest stable version of Drupal 8 including design, content migration, and training*

**Request for Proposals**

The International Organization for Migration (hereinafter called **IOM**) intends to hire a Service Provider for the *Upgrade of the IOM Global Website (*[*www.iom.int*](http://www.iom.int)*) to the*
*latest stable version of Drupal 8 including design, content migration, and training for* which this Request for Proposals (RFP) is issued.

IOM now invites Service Providers/Consulting Firms to provide Technical and Financial Proposals*.*  More details on the services are provided in the attached Terms of Reference (TOR).

The Service Provider will be selected under a Quality–Cost Based Selection procedure described in this RFP.

The RFP includes the following documents:

Section I. Instructions to Service Providers

Section II. Technical Proposal – Standard Forms

Section III. Financial Proposal – Standard Forms

Section IV. Terms of Reference

Section V. Standard Form of Contract

Section VI. VIS form

Section VII Code of Conduct for Suppliers

The Proposals must be delivered by hand or through mail to IOM with office address at *IOM Manila Administrative Centre, 28/F Citibank Tower, Paseo de Roxas, Makati City* at *5:00PM (Manila Time),* on or *before October 10, 2017, or via email at* *fpu@iom.int**.* No late proposal shall be accepted.

IOM reserves the right to accept or reject any proposal and to annul the selection process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to affected Service Providers.

***ALMARIO Miguel***

*Community Engagement Officer,*

*Online Communications Unit*

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**Section I - Instructions to Service Providers/Consulting Firms**

1. Introduction

1.1 Only eligible Service Providers may submit a Technical Proposal and Financial Proposal for the services required. The proposal shall be the basis for contract negotiations and ultimately for a signed contract with the selected Company.

* 1. Service Providers should familiarize themselves with local conditions and take them into account in preparing the proposal.

1.3 The Service Provider’s costs of preparing the proposal and of negotiating the contract, including visit/s to the IOM, are not reimbursable as a direct cost of the assignment.

1.4 Service Providers shall not be hired for any assignment that would be in conflict with their prior or current obligations to other procuring entities, or that may place them in a position of not being able to carry out the assignment in the best interest of the IOM.

1.5 IOM is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Service Providers.

* 1. IOM shall provide at no cost to the Service Provider the necessary inputs and facilities, and assist the Firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and report (see Section V. terms of reference).

**2. Corrupt, Fraudulent, and Coercive Practices**

2.1 IOM Policy requires that all IOM Staff, bidders, manufacturers, suppliers or distributors, observe the highest standard of ethics during the procurement and execution of all contracts. IOM shall reject any proposal put forward by bidders, or where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices. In pursuance of this policy, IOM defines for purposes of this paragraph the terms set forth below as follows:

* Corrupt practice means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
	+ - * + Fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation;
				+ Collusive practice is an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefit;
				+ Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract

**3. Conflict of Interest**

3.1 All bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand. A bidder may be considered to have conflicting interest under any of the circumstances set forth below:

* A Bidder has controlling shareholders in common with another Bidder;
* A Bidder receives or has received any direct or indirect subsidy from another Bidder;
* A Bidder has the same representative as that of another Bidder for purposes of this bid;
* A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the Bid of another or influence the decisions of the Mission/Procuring Entity regarding this bidding process;
* A Bidder submits more than one bid in this bidding process;
* A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and Related Services that are subject of the bid.

**4. Clarifications and Amendments to RFP Documents**

 4.1 At any time before the submission of the proposals, IOM may, for any reason, whether at its own initiative or in response to a clarification amend the RFP. Any amendment made will be made available to all Service Providers who have acknowledged the RFP.

 4.2. Service Providers may **request for clarification(s)** on any part of the RFP. The request must be sent inwriting or by standard electronic means and submitted to IOM at the address indicated in the invitation **on or before 29th of September 2017**. IOM will respond in writing or by standard electronic means to the said request and this will be made available to all those who acknowledged the RFP without identifying the source of the inquiry.

**5. Preparation of the Proposal**

5.1 A Service Provider Proposal shall have two (2) components:

 a) Technical Proposal, and

b) Financial Proposal.

5.2 The Proposal, and all related correspondence exchanged by the Service Provider IOM, shall be in *English*. All reports prepared by the contracted Service Provider shall be in *English*.

5.3 The Service Providers are expected to examine in detail the documents constituting this Request for Proposal (RFP). Material deficiencies in providing the information requested may result in rejection of a proposal.

**6. Technical Proposal**

6.1 When preparing the Technical Proposal, Service Providers must give particular attention to

 the following:

a) For assignment of the staff, the proposal shall be based on the number of professional staff-months estimated by the Provider, no alternative professional staff shall be proposed.

b) It is desirable that the majority of the key professional staff proposed is permanent

 employees of the firm or have an extended and stable working relationship with it.

1. Proposed professional staff must, at a minimum, have the experience of at least ***five years***, preferably working under conditions similar to those prevailing in the country of the assignment.
	1. The Technical Proposal shall provide the following information using the attached Technical Proposal Standard Forms TPF 1 to TPF 6 (Section III).
2. A brief description of the Service Providers organization and an outline of recent experience on assignments of a similar nature (TPF-2). For each assignment, the outline should indicate the profiles of the staff proposed, duration of the assignment, contract amount, and Company’s involvement.
3. A description of the approach, methodology and work plan for performing the assignment (TPF-3). This should normally consist of maximum of ten (10) pages including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities. The work plan should be consistent with the work schedule (TPF-7).
4. The list of proposed Professional Staff team by area of expertise, the position and tasks that would be assigned to each staff team members (TPF-4).
5. Latest CVs signed by the proposed professional staff and the authorized representative submitting the proposal (TPF-5) Key information should include number of years working for the firm and degree of responsibility held in various assignments during the last ***five years****.*
6. A time schedule estimates of the total staff input (Professional and Support Staff, staff time needed to carry out the assignment, supported by a bar chart diagram showing the time proposed for each Professional and Staff team members (TPF–6). The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.
7. A time schedule (bar chart) showing the time proposed to undertake that the activities indicated in the work plan (TPF-7).
8. A detailed description of the proposed methodology and staffing for the training as specific component of the assignment.

 6.3 The technical proposal shall not include any financial information.

**7. Financial Proposal**

7.1 In preparing the Financial Proposal, Service Providers are expected to take into account the requirements and conditions outlined in the RFP. The Financial Proposal shall follow the Financial Proposal Standard Forms FPF 1 to FPF 3 (Section IV).

7.2 The **Financial proposal shall include all costs associated with the assignment**. If appropriate, these costs should be broken down by activity. All items and activities described in the Technical proposal must be priced separately; **activities and items in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items**.

7.4. Service Providers/Consulting Firms shall express the price of their services in *US Dollars, exclusive of VAT.*

7.5 The Financial Proposal shall be valid for *60 calendar days*. During this period, the Service Provider/Consulting Firm is expected to keep available the professional staff for the assignment. IOM will make its best effort to complete negotiations and determine the award within the validity period. If IOM wishes to extend the validity period of the proposals, the Service Provider/Consulting Firm has the right not to extend the validity of the proposals.

**8. Submission, Receipt, and Opening of Proposals**

 8.1 Service Providers may only submit one proposal. If a Service Provider submits or participates in more than one proposal such proposal shall be disqualified.

8.2 The original Proposal (both Technical and Financial Proposals) shall be prepared in indelible ink. It shall contain no overwriting, except as necessary to correct errors made by the Service Providers themselves. Any such corrections or overwriting must be initialed by the person(s) who signed the Proposal.

8.5 Proposals must be received by IOM Manila Administrative Centre with office address at *28F Citibank Tower, Paseo de Roxas, Makati City* at *5PM (Manila Time)* on or *before 10th of October 2017, or via email at fpu@iom.int*. Any Proposal submitted by the Service Provider after the deadline for receipt of Proposals prescribed by IOM shall be declared “Late,” and shall not be accepted by the IOM (returned to the service Provider if hand delivered) unopened.

**9. Evaluation of Proposals**

 9.1 After the Proposals have been submitted to IOM and during the evaluation period, Service Providers that have submitted their Proposals are prohibited from making any kind of communication with any IOM Staff regarding matters connected to their Proposals. Any effort by the Service Providers to influence IOM in the examination, evaluation, ranking of Proposal, and recommendation for the award of contract may result in the rejection of the Service Provider’s Proposal.

**10. Technical Evaluation**

10.1 The entire evaluation process, including the submission of the results and approval by the approving authority, shall be completed in not more than *twenty-one (21) calendar days* after the deadline for receipt of proposals.

10.2 The IOM shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference, compliance to the requirements of the RFP and by applying an evaluation criteria, sub criteria and point system. Each responsive proposal shall be given a technical score (St). The proposal with the highest score or rank shall be identified as the Highest Rated/Ranked Proposal.

10.3 A proposal shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the minimum technical qualifying score which is *70%.*

10.4 **The Service Provider is required to specify in sufficient detail and confirm item by item the deliverables as outlined in clause 2 Scope of Work under section IV Terms of Reference.

Proposals failing to comply this requirement will not be considered for the technical evaluation.**

10.4 The technical proposals of Service Providers shall be evaluated based on the following criteria and sub-criteria:

 Points

 (i) Specific experience of the Service Providers/Consulting Firms relevant to

 the assignment: [*10*]

 (ii) Adequacy of the proposed methodology and work plan in response to the

 Terms of Reference:

 a) Technical approach and methodology [*20*]

 b) Work plan [*20*]

 c) Organization and staffing [*10*]

 Total points for criterion (ii): [*50*]

 (iii) Key professional staff qualifications and competence for the assignment:

 a) Team Leader [*20*]

 b) Support Staff [*20*]

 Total points for criterion (iii): [*40*]

 The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following two sub-criteria and relevant percentage weights:

 1) General qualifications [50]

 2) Adequacy for the assignment [50]

 Total weight: [*100%*]

The minimum technical score St required to pass is: 70 Points

10.5 Technical Proposal shall not be considered for evaluation in any of the following cases:

a) late submission, *i.e.*, after the deadline set

b) failure to submit any of the technical requirements and provisions provided under the Instruction to Service Provider/ Consulting Firm (ITC) and Terms of Reference (TOR);

**11. Financial Evaluation**

11.1 After completion of the Technical Proposal evaluation, IOM shall notify those Service Providers whose proposal did not meet the minimum qualifying score or were considered non responsive based on the requirements in the RFP, indicating that their Financial Proposals shall be returned unopened after the completion of the selection process.

11.3 IOM shall determine the completeness of the Financial Proposal whether all the Forms are present and the required to be priced are so priced.

* 1. IOM will correct any computational errors. In case of a discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail. In addition, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
	2. The Financial Proposal of Service Providers who passed the qualifying score shall be opened, the lowest Financial Proposal (F1) shall be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals shall be computed based on the formula:

 **Sf = 100 x Fl / F**

 Where:

 Sf - is the financial score of the Financial Proposal under consideration,

 Fl - is the price of the lowest Financial Proposal, and

 F - is the price of the Financial Proposal under consideration.

 The proposals shall then be ranked according to their combined (Sc) technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal = 0.70; F = the weight given to the Financial Proposal = 0.30; T + F = 1)

 Sc = St x T% + Sf x F%

 The firm achieving the highest combined technical and financial score will be invited for negotiations.

**12. Negotiations**

12.1 The aim of the negotiation is to reach agreement on all points and sign a contract. The expected date and address for contract negotiation is *20th of October 2017*.

12.2 Negotiation will include: a) discussion and clarification of the Terms of Reference (TOR) and Scope of Services; b) Discussion and finalization of the methodology and work program proposed by the Service Provider; c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, and schedule of activities (manning schedule); d) Discussion on the services, facilities and data to be provided by IOM; e) Discussion on the financial proposal submitted by the Service Provider; and f) Provisions of the contract. IOM shall prepare minutes of negotiation which will be signed both by IOM and the Service Providers.

12.4 Having selected the Service Provider on the basis of, among other things, an evaluation of proposed key professional staff, IOM expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, IOM shall require assurances that the Consultant shall be actually available. IOM will not consider substitutions during contract negotiation unless both parties agree that the undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that staff were referred in their proposal without confirming their availability, the Service Provider may be disqualified. **Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate**.

12.5 All agreement in the negotiation will then be incorporated in the description of services and form part of the Contract.

12.6 The negotiations shall conclude with a review of the draft form of the Contract which forms part of this RFP (Section VI). To complete negotiations, IOM and the Service Providers shall initial the agreed Contract. If negotiations fail, IOM shall invite the second ranked Service Provider to negotiate a contract. If negotiations still fail, the IOM shall repeat the process for the next-in-rank Service Providers until the negotiation is successfully completed.

**13. Award of Contract**

* 1. The contract shall be awarded, through a notice of award, following negotiations and subsequent post-qualification to the Service Provider with the Most Responsive Proposal. Thereafter, IOM shall promptly notify other Service Providers on the shortlist that they were unsuccessful and shall return their unopened Financial Proposals. Notification will also be sent to those Service Providers who did not pass the technical evaluation.
	2. The Service Provider is expected to commence the assignment on *23rd of October 2017*.

**14. Confidentiality**

* + 1. Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider/Consulting Firm who submitted Proposals or to other persons not officially concerned with the process. The undue use by any Service Provider of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of IOM’s anti-fraud and corruption policy.

**Section II – Technical Proposal Standard Forms**

**TPF-1: Technical Proposal Submission Form**

*[Location, Date]*

To:

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services for *Upgrade of the IOM Global Website (*[*www.iom.int*](http://www.iom.int)*) to the Latest Stable Version of Drupal 8 including Design, Content Migration, and Training* in accordance with your Request for Proposal (RFP) dated *[insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal.

If negotiations are held after the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We acknowledge and accept IOM’s right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with IOM as a result of this proposal or not.

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

**TPF – 2: Service Providers Organization**

*[Provide here brief (two pages) description of the background and organization of your firm/entity and each associate for the assignment (if applicable).]*

**TPF – 3: Description of the Approach, Methodology and Work Plan for Performing the Assignment**

*[The description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.]*

**TPF – 4: Team Composition and Task Assignments**

|  |
| --- |
| **1. Technical/Managerial Staff** |
| Name | Position | Task |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

|  |
| --- |
| **2. Support Staff** |
| Name | Position | Task |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**TPF – 5: Format of Curriculum Vitae (CV) for Proposed Professional Staff**

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm/Entity: Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:

**Key Qualifications:**

[*Give an outline of staff member’s experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.*]

**Education:**

[*Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained.*]

**Employment Record:**

[*Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate.*]

**Languages:**

[*For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.*]

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

 Date:

*[Signature of staff member and authorized representative of the firm]* *Day/Month/Year*

Full name of staff member:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TPF-6: Time Schedule for Professional Personnel**

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  | Months (in the Form of a Bar Chart) |
| Name | Position | Reports Due/Activities | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | Number of Months |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Subtotal (1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Subtotal (2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Subtotal (3) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Subtotal (4) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

Full-time: Part-time :

Reports Due:

Activities Duration:

Location

 Signature of Authorized Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TPF-7: Activity (Work) Schedule**

|  |
| --- |
| A. Field Investigation and Other Activities |
| No. | **Activity/Work Description** | ***Duration*** |
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | 11th | 12th |  |
| 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

|  |
| --- |
| B. Completion and Submission of Reports |
| Reports | Date |
| 1. Inception Report |  |
| 2. Interim Progress Report(a) First Status Report(b) Second Status Report |  |
| 3. Draft Report |  |
| 4. Final Report |  |

**Section III. Financial Proposal - Standard Forms**

#### FPF-1: Financial Proposal Submission Form

*[Location, Date]*

To: *[Name of Chairperson and address of IOM Mission]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *Upgrade of the IOM Global Website (*[*www.iom.int*](http://www.iom.int)*) to the Latest Stable Version of Drupal 8 including Design, Content Migration, and Training* in accordance with your Request for Proposal (RFP) dated *[insert date]* and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[Amount in words and figures],* exclusive of taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of *[insert validity period]* of the Proposal.

We acknowledge and accept the IOM right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with the IOM as a result of this Proposal or not.

We confirm that we have read, understood and accept the contents of the Instructions to Service Providers, Terms of Reference (TOR), the Draft Contract, the provisions relating to the eligibility of Service Providers, any and all bulletins issued and other attachments and inclusions included in the RFP sent to us.

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

#### FPF– 2: Summary of Costs

|  |  |  |
| --- | --- | --- |
| **Costs** | **Currency** | **Amount(s)** |
| I  |  |  |
| II  |  |  |
| **Total Amount of Financial Proposal 1** |  |  |

 1 Indicate total costs, net of taxes, to be paid by IOM in each currency. Such total costs must coincide with the sum of the relevant

 subtotal indicated in all Forms FPF-3 provided with the Proposal.

Authorized Signature:

Name and Title of Signatory:

#### FPF-3: Breakdown of Remuneration per Activity

[Information provided in this Form should only be used to establish payments to the Service Provider for possible additional services requested by IOM]

|  |  |  |
| --- | --- | --- |
| **Name of Staff** | **Position** | **Staff-month Rate** |
| Professional Staff |
| 1. |  |  |
| 2. |  |  |
| 3. |  |  |
| 4. |  |  |
| 5. |  |  |
| Support Staff |
| 1. |  |  |
| 2. |  |  |
| 3. |  |  |
| 4. |  |  |
| 5. |  |  |

 Authorized Signature:

 Name and Title of Signatory:

# Section IV. Terms of Reference

***1) Objectives***

The International Organization for Migration (IOM) seeks to upgrade its institutional website ([www.iom.int](http://www.iom.int)) to:

1. Provide information and be a go-to resource on migration topics for the general public, governments, media and academia - helping position IOM as the migration reference point.
2. Improve the user experience on all devices through a mobile-first approach.
3. Portray a positive image of the Organization by showcasing its contribution and impact in the areas of operation.
4. Deliver information using a website platform that is in compliance with the highest web standards while ensuring accessibility, branding and multilingualism.
5. Increase efficiency of relevant IOM staff to publish and share content by providing the necessary user-friendly interface and processes.
6. Be the platform where all the Organization’s digital and online tools, like the media library, publications, daily newsletter, and mobile applications, are showcased.

***2) Scope of the Services***

IOM is requesting the technical assistance from a qualified Service Provider to undertake the following activities:

1. Provide initial onsite training for IOM’s in-house technical staff and content editors in the use of Drupal 8
2. Conceptualize and propose a new website design based on existing drafts and specific IOM branding standards
3. Develop and implement the new design into a Drupal template in the latest stable version of Drupal 8
4. Recommend an optimal, secure infrastructure design for hosting the latest stable version of

Drupal 8 in IOM’s Microsoft Azure account

1. Deploy the latest stable of Drupal 8 and newly designed solution on the infrastructure

provided based on Drupal best practices and recommendations

1. Migrate and improve the presentation of relevant content and features from the old website to the new website
2. Provide – as needed – remote technical support for a period of 12 months after migration through email and telephone. Whereas standard remote support requires an email / telephonic response the next working day, for urgent requests where services are disrupted responses are required within 4 hours or via telephonically.

***2.1 Key Functional Requirements***

The new website needs a cleaner and more intuitive navigation and architecture, as well as relevant and visually appealing design elements for improved user experience. Any new user should be able to easy find any needed information on the new site, as well as understand the path that got them there. Overall, the upgrade must also take into consideration user feedback and site usage to identify areas for improvement.

The new website must also be in accordance with the recently developed *IOM Branding Standards*. As a large international organization with a lot of content and web pages, it is important to make use of style guides, improved typography and reduced page elements.

**2.1.1 Multi-lingual Support**

The website (front-end and back-end) shall be in the following official languages of the United Nations: English (default), French, Spanish, Arabic, Chinese, and Russian.

**2.1.2. Multi-media Support**

The website shall be able to intuitively handle and display videos, podcasts and photo galleries with options to download files where appropriate.

**2.1.3 Metadata Support**

All contents shall use a metadata scheme to capture essential information and facilitate a fast, effective and intuitive search.

At the very minimum the metadata shall include

* Country
* Region
* Country of Origin
* Type of Migrant
* Theme / Topic
* Type of Activity
* Type of Content
* Release Date

More vocabulary/tags may be added during the development and migration phase to improve user experience.

**2.1.4 Sorting and Listing**

The website shall be able to sort and list different types of content by metadata.

**2.1.5 Search and Navigation**

The search engine shall support simple and advanced searches including full text searches and searches by type of content, certain taxonomy vocabularies, website section, metadata (including date ranges) and combinations thereof.

The website shall have faceted searches for principal sections, provide bread crumb navigation, and a dynamic site map.

**2.1.6 Search Engine Optimization**

The website shall employ latest Search Engine Optimization best practices.

**2.1.7 Social Media Sharing and Collaboration**

The website shall seamlessly integrate (ability to like, share, etc.) with common social media platforms (Facebook, Twitter, Google+, Instagram, etc.) for easy and intuitive sharing of all types of content including multimedia content.

The website shall have

* RSS feeds
* e-mail this article/page feature
* forums
* blogs
* polls, quizzes and ratings

**2.18 Multi-channel Use of Content Mobile Devices**

The website shall be based on responsive, mobile-first templates. The templates shall be fully based on HTML, CSS, and JS only.

**2.1.9 Multi-site capability**

Certain sections of the website where a sub-site is implemented (IOM projects, themes, campaigns and events, IOM regional/country and other offices worldwide) must comply with standard Drupal multisite setup sharing the same code-base, including core code, contributed modules, and themes, among others. All sub-sites must use the same Drupal installation as the global IOM website for easier maintenance.

**2.1.10 Workflows**

The website shall have workflows for reviewing and approving contents to be published on the IOM website.

Simple and secure editing and approving of content shall be possible from anywhere with an Internet connection.

**2.1.11 Forms**

The website shall have secure forms for event registrations, submission of queries, etc.

**2.1.12 Access**

Integration of accounts via IOM’s Active Directory LDAP must be integrated with the new website for authentication and user provisioning.

Permission/access rights for different types of users (end users, editors and approvers) shall be based on roles/groups as approved by administrators.

**2.1.13 Calendar of Events**

The website shall have a calendar of events.

**2.1.14 Interactive Map**

An interactive map to navigate through IOM country pages (sub-sites) shall be in the landing page and respective regional pages.

**2.1.15 Feeds**

The new website shall have the ability to feed live data into other platforms such as mobile applications and other websites.

 **2.1.16 Media Library**

The website should have a seamless integration with the current IOM Media Library (http://medialib.iom.int/). The library is a dynamic and growing repository of images, videos and audio files documenting the Organization’s activities from its foundation to the present.

 **2.1.17 Responsive Newsletter Templates**

Public users shall have the option to subscribe and unsubscribe to various IOM newsletters. The website shall also have the ability to create, send, share and archive responsive newsletters. Responsive newsletter design templates/codes shall be made available for use on other mailing platforms.

 **2.1.18 Social Media Dashboard**

An IOM twitter dashboard producing a uniform and well-curated twitter footprint should also be redesigned and be part of the new website. It shall be a hub where anyone within or outside the organization can have access to view every IOM Twitter account.

The section shall have an interactive map which will show where IOM regional, thematic and mission accounts are represented. It shall also contain tabs and dropdown menus for easy navigation to the global accounts, accounts per region, and for IOM officials. The plan is to also include other platforms on the dashboard such as Facebook, Instagram, Youtube, etc.

**2.1.19 Fundraising/Donate section**

 The section shall be able to accept credit card donations/payments for campaigns.

***2.2 Non-functional requirements***

* + 1. **Design**

Website structure analysis and consistent architecture of content based on pre-established wireframes. All sections of the website must have consistent landing pages optimized for SEO.

A media room section has to be built based on latest technologies and design trends including but not limited to news articles, videos, podcasts, feeds, etc.

All design improvements shall be based on IOM Brand Guidelines and existing web pages as drafts.

At least 10 responsive newsletter design templates shall be created.

**2.2.2 Performance**

The website shall employ an effective caching mechanism that improves performance but also allows new content to display instantly.

**2.2.3 Browser Compatibility**

The website shall be compatible with the following browsers

* Chrome 18 and later
* Firefox 24 and later
* Safari 7 or later
* Microsoft Edge
* Internet Explorer 9 – 11

**2.2.4 Documentation**

Proper documentation on all aspects of Drupal and server management shall be handed over to IOM prior to user testing. This shall include but is not limited to:

* system/software updates
* manual and automated backup and restore
* theming/templates
* custom modules
* sub-sites
* security and permissions
* performance
* content types and fields
* all other features

**2.2.5 Accessibility**

On the basis of the [UN’s Guidelines for Website Accessibility](http://www.un.org/en/webaccessibility/), IOM and the vendor shall review what measures can reasonably (time and effort) be taken to meet minimum accessibility standards for persons with persons with disabilities.

**2.2.6 W3 Compliance**

The website shall be W3C compliant

**2.2.7 Marketing strategy**

The vendor shall submit a marketing strategy proposal for the period after the new website launch to increase the traffic

***3) Approach***

IOM envisages this project to be undertaken in a collaborative partnership approach in which their in-house staffs works closely with the service provider on all aspects of the project. This is to make sure that IOM can make best use of the capabilities of Drupal’s latest version, learn from other users’ experiences and reduce future external dependencies.

Regular point review meetings shall be held during the entire development process, specifically in the analysis, design, testing and acceptance of new features and functionalities.

***4) System requirements***

**4.1 Drupal**

**The website shall be built using Drupal 8 as a content management system.**

**4.2 Contributed Drupal Modules**

**Requirements shall be met by applying best practices using the latest stable release of Drupal core and commonly used contributed modules.**

**Modifications to the core Drupal code and contributed modules shall be avoided.**

**Development of custom modules and functionalities must comply with Drupal coding standards and have proper documentation.**

**Development and configuration shall be done in a way that allows quick and easy upgrades of Drupal and all contributed modules in the future.**

**4.2 Server**

IOM uses Microsoft Azure.  However, the website shall be set up and configured in a way that it can be hosted by any company that provides commercial Drupal hosting services.

The server and applications shall have other industry standard security features and measures that protect it from unauthorized use, cyber-attacks, viruses, worms and other common Internet security threats.

* + 1. ***Timeline and Sequencing***

### **IOM expects the new website to be launched by the end of February 2018 at the latest and suggests the following sequencing of the activities:**

|  |  |
| --- | --- |
| Month | Activity |
| October 2017 | Kick-off meeting and planning |
| November 2017 | Template development; Set-up and implementation; Onsite training in Manila; |
| December 2017 | Content migration including classification of content; Review, testing and launch;  |

***6) Data, Local Services, Personnel and Facilities to be provided by IOM***

**6.1 Staff**

IOM staff who are initially expected to use the new website:

* 3 Drupal Developers
* 2 Graphic Designers
* 1 Front-End Designer with Bootstrap, HTML and CSS skills
* 2 Core IT Support Staff
* 10 Content Editors with experience in Drupal 7
* At least 100 Country/Project Focal Points as content editors

**6.2 Onsite Training**

IOM shall provide venue and equipment for trainees for the onsite training.

**6.2 Project Management**

The IOM HQ-based Brand and Graphic Designer and the Head of the Online Communications Unit will serve as project managers on IOM’s side and will provide the necessary approvals.

***7) Current Set-up***

**7.1 Background and Current Use**

The IOM website (www.iom.int) was migrated from a commercial Java-based Content Management System to Drupal 7 in 2013. It was done in parallel with building Drupal capacity within IOM's Media and Communications Division, Online Communications Unit and the Information and Communications Technology Division-Application Development Support Unit. IOM developed Drupal tools and techniques should be considered for incorporation into the new website. Most importantly, it is necessary to improve how IOM’s information is presented in the website, notably to bring it in line with IOM's improving brand, without compromising the quality and integrity of its contents.

**7.2 Audience**

Our primary audience includes governments, humanitarian workers, donors, international media, the academia and civil society. Audience demographics are mostly educated professionals between 25 to 65 years of age, have interests in migration issues and get their information from mainstream media, journals, and/or UN publications. Website audience appear to be moderately active in social media with a preference for using Twitter followed by Facebook over other platforms.

Our secondary audience are job seekers who are looking for opportunities working with a humanitarian organization.

Our tertiary audience are the public who search for information about migration.

Section V – Pro-forma Contract

 FPU.SF.19.20

\*\*This is a template Agreement only and will need to be modified according to the needs of the particular situation. All Agreements must be checked by Legal Services prior to signature.

\*\*If subcontracting, please check the donor agreement for any donor requirement regarding a subcontract. (i.e., use of donor’s logo, reporting requirements, anti-corruption clause or any particular provision to be inserted in a subcontract etc.)

**Service Agreement**

**Between**

**The International Organization for Migration**

**And**

**[*Name of the Other Party*]**

**On**

**[*Type of Services]***

1. **Introduction and Integral Documents**

* 1. The Service Provider agrees to provide IOM with *[insert brief description of services]* in accordance with the terms and conditions of this Agreement and its Annexes, if any.
	2. The following documents form an integral part of this Agreement: [*add or delete as required*]

1. TPF-1: Technical Proposal Submission Form

#### 2. FPF-1: Financial Proposal Submission Form

* + 1. 3. Terms of Reference
		2. 4. Accepted Notice of Award (NOA)

2. **Parties**

The Parties to this Agreement are the **International Organization for Migration,**  Mission in *[XXX], [Address of the Mission],* represented by *[Name, Title of Chief of Mission etc.],* hereinafter referred to as IOM, and *[****Name of the Other Party****], [Address],* represented by *[Name, Title of the representative of the Other Party],* hereinafter referred to as the Service Provider.

3. **Services Supplied**

3.1 The Service Provider agrees to provide to the IOM the following services (the “Services”):

[*Outline services to be provided. Where relevant, include location and how frequently etc. services are to be provided. List all the deliverables and their date of submission, if applicable. It may be necessary to attach a description of the Services as an Annex.*]

3.2 The Service Provider shall commence the provision of Services from *[date]* and fully and satisfactorily complete them by *[date].*

3.3 The Service Provider agrees to provide the Services required under this Agreement in strict accordance with the specifications of this Article and any attached Annexes...

4. **Charges and Payments**

4.1 The all-inclusive Service fee for the Services under this Agreement shall be *USD XXX,* which is the total charge to the IOM.

4.2 The Service Provider shall invoice IOM upon completion of all the services. The invoice shall include: [*services provided, hourly rate, number of hours billed, any travel and out of pocket expenses, (add/delete as necessary)*]

4.3 Payments shall become due *[insert number of days]* days after IOM’s receipt and approval of the invoice. Payment shall be made in *[Currency]* by *[bank transfer]* to the following bank account*: [insert the Service Provider’s bank account details].*

4.4 The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.

4.5 IOM shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the Service fee until the Service Provider has completed to the satisfaction of IOM the services to which those payments relate.

5. **Warranties**

The Service Provider warrants that:

1. It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all Services in accordance with this Agreement;
2. It shall comply with all applicable laws, ordinances, rules and regulation when performing its obligations under this Agreement
3. In all circumstances it shall act in the best interests of IOM;
4. No official of IOM or any third party has received or will be offered by the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
5. It has not misrepresented or concealed any material facts in the procuring of this Agreement;
6. The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
7. It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
8. It shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;
9. It shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Service Provider to perform any activities under this Agreement. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and/or abuse of such person. In addition, the Service Provider shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favour or activities, or from engaging any sexual activities that are exploitative or degrading to any person.
10. The Price specified in clause 4.1 of this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

6. **Audit**

The Service Provider agrees to maintain financial records, supporting documents, statistical records and all other records relevant to the Services in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the provision of Services under this Agreement. The Service Provider shall make all such records available to IOM or IOM's designated representative at all reasonable times until the expiration of seven years from the date of final payment, for inspection, audit, or reproduction. On request, employees of the Service Provider shall be available for interview.

7. **Independent Contractor**

The Service Provider shall perform all Services under this Agreement as an independent contractor and not as an employee, partner, or agent of IOM.

8. **Dispute resolution**

Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties. In the event that such negotiation is unsuccessful, either Party may submit the dispute to arbitration. The arbitration will be carried out in accordance with the UNCITRAL arbitration rules. The arbitral award will be final and binding.

9. **Delays/Non-Performance**

9.1 If, for any reason, the Service Provider does not carry out or is not able to carry out its obligations under this Agreement and/or according to the project document, it must give notice and full particulars in writing to IOM as soon as possible. In the case of delay or non-performance, IOM reserves the right to take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances, including imposing penalties for delay or terminating this Agreement.

9.2 Neither party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by force majeure, such as civil disorder, military action, natural disaster and other circumstances which are beyond the control of the party in question. In such event, the party will give immediate notice in writing to the other party of the existence of such cause or event and of the likelihood of delay.

10. **Confidentiality**

All information which comes into the Service Provider’s possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Service Provider shall not communicate such information to any third party without the prior written approval of IOM. The Service Provider shall comply with IOM Data Protection Principles in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.

11. **Notices**

Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and delivered, or sent by prepaid post or facsimile to the other Party at the following address:

*[Insert IOM’s address]*

*[Insert Service Provider’s address]*

12. **Use of IOM Name**

The use of the official logo and name of IOM may only be used by the Service Provider in connection with the Services and with the prior written approval of IOM.

13. **Intellectual Property**

All intellectual property and other proprietary rights including, but not limited to, patents, copyrights, trademarks, and ownership of data resulting from the performance of the Services shall be vested in IOM, including, without any limitation, the rights to use, reproduce, adapt, publish and distribute any item or part thereof.

14. **Guarantee and Indemnities**

14.1 The Service Provider shall guarantee any work performed under this Agreement for a period of 12 months after final payment by IOM under this Agreement.

14.2 The Service Provider shall at all times defend, indemnify, and hold harmless IOM, its officers, employees, and agents from and against all losses, costs, damages and expenses (including legal fees and costs), claims, suits, proceedings, demands and liabilities of any kind or nature to the extent arising out of or resulting from acts or omissions of the Service Provider or its employees, officers, agents or subcontractors, in the performance of this Agreement. IOM shall promptly notify the Service Provider of any written claim, loss, or demand for which the Service Provideris responsible under this clause.. This indemnity shall survive the expiration or termination of this Agreement.

15. **Status of IOM**

Nothing in this Agreement affects the privileges and immunities enjoyed by IOM as an intergovernmental organization.

16. **Assignment and Subcontracting**

16.1 The Service Provider shall not assign or subcontracts the activities under this Agreement in part or all, unless agreed upon in writing in advance by IOM. Any subcontract entered into by the Service Provider without approval in writing by IOM may be cause for termination of the Agreement.

16.2 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the Services may be assigned to a subcontractor. Notwithstanding the said written approval, the Service Provider shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between the subcontractor and IOM. The Service Provider remains bound and liable thereunder and it shall be directly responsible to IOM for any faulty performance under the subcontract. The subcontractor shall have no cause of action against IOM for any breach of the sub-contract.

17. **Waiver**

Failure by either Party to insist in any one or more instances on a strict performance of any of the provisions of this Agreement shall not constitute a waiver or relinquishment of the right to enforce the provisions of this Agreement in future instances, but this right shall continue and remain in full force and effect.

18. **Severability**

If any part of this Agreement is found to be invalid or unenforceable, that part will be severed from this Agreement and the remainder of the Agreement shall remain in full force.

19. **Entirety**

This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings, if any, relating to the subject matter of this Agreement.

20. **Termination**

20.1 IOM may terminate this Agreement at any time, in whole or in part.

20.2 In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement unless otherwise agreed. Other amounts paid in advance will be returned to IOM within 7 days from the date of termination.

21. **Final clauses**

21.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with clause 20.

21.2 Amendments may be made by mutual agreement in writing between the Parties.

21.3 The language of this Agreement is English.

Signed in two copies, on (*date*) at (*place*)

For: The International Organization For: (*Service Provider*)

for Migration

 (*name*) (*name*)

 (*title*) (*title*)