

BIDDING DOCUMENTS
PROCUREMENT OF SERVICES
(Other than Consultancy)

**Provision of Services for
IOM Online Payment System**

Prepared by



IOM International Organization for Migration
OIM Organisation Internationale pour les Migrations
OIM Organización Internacional para las Migraciones

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International Organization for Migration (IOM)
The UN Migration Agency

REQUEST FOR PROPOSAL

IFB No.: 2020.005_IFB for Provision of Services for IOM Online Payment System

Date: 26 February 2020

The International Organization for Migration (hereinafter called IOM) is intends to hire Service Provider to do the integration of a payment system with IOM internal systems, which consist of SAP and MiMosa for which this Request for Proposals (RFP) is issued.

The IOM through the Bids Evaluation and Awards Committee (“BEAC”) now invites eligible Bidders to submit “Bid” for the project: IOM Online Payment System. The description of eligible Bidder is contained in the RFP documents, particularly in Section I. Instructions to Eligible Bidders.

A complete set of RFP Documents is available for issuance to Interested Bidders at *IOM HQ in Geneva Switzerland* from *26 February 2020*. *Alternatively, Bidders may obtain RFP documents through electronic mail by sending request to email address, gpsubids@iom.int.*

Bidders are encouraged to submit questions and clarifications through electronic mail STRICTLY to email address gpsubids@iom.int *from 26 February 2020 until 03 March 2020*. **Please take into consideration mailbox capacity to be at 5Mb per file and per email. Proposal sent in batches per email is acceptable.**

Bid proposals shall be valid for a period of *60 calendar days* after submission of Bid proposal and must be accompanied by a Bid Security equivalent to not less than *2.0% of the bid amount* in the form of *manager’s check, certified check, bank guarantee or letter of credit from a reputable commercial banking institution* and shall be delivered to the BEAC at *IOM HQ Office on or before 1500H Geneva time 19 March 2020 or through electronic mail at gpsubids@iom.int, password-protected.*

If the bid proposal will be submitted through email the corresponding bid security should also be scanned and submitted together with the bid. However, hard copy of bid security should be submitted to respective IOM Office where the bidder is located (e.g. bidders coming from Geneva to be submitted to IOM Geneva) on or before 1500H IOM Office country time 19 March 2020. Bidders should notify IOM through email at gpsubids@iom.int which IOM Office they plan to submit the hardcopy of bid security 5 calendar days before bid submission deadline in order for IOM to coordinate with the respective IOM Office.

Late bids shall be rejected. Bids will be opened at below address, date and time in the presence of the Bidders who wish to attend.

IOM - International Organization for Migration
ICT – Information and Communication Technologies
Attn. ICT Contract Management Unit
17, Route des Morillons ,CH-1211 Geneva 19 ,Switzerland

IOM reserves the right to accept or reject any bids, and to cancel the procurement process and reject all bids at any time prior to award of Contract, without obligation to inform the affected Bidder/s of the ground for IOM action.

Very truly yours,

Vladimir Maslarov
Head-GPSU

IOM is encouraging companies to use recycled materials or materials coming from sustainable resources or produced using a technology that has lower ecological footprints.

Section I. Instructions to Bidders

Instructions to Bidders

A. General

1. Scope of Bid

1.1 IOM invites eligible Bidders to 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 Bidder.

1.2 Bidders should familiarize themselves with IOM Mission conditions and take them into account in preparing the proposal. Bidders are encouraged to visit IOM before submitting a proposal and to attend a pre-proposal conference if is specified in Item 6.2. of this Instruction.

2. Eligible Bidders

2.1 This Invitation for Bids is open to all Bidders.

2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by IOM to provide consulting services for the preparation of the design, terms of reference, and other documents to be used for the procurement of the services to be purchased under this Invitation for Bids.

2.3 Government-owned enterprises in IOM's Mission country Mission may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a beneficiary of IOM.

2.4 Bidders shall not be under a declaration of ineligibility for corrupt, fraudulent and coercive practices issued by IOM in accordance with RFP Clause 3.

2.5 Bidders shall not be involved in terrorist act/criminal activities or associated with individuals and/or entities associated with terrorist act/criminal activities. For this purpose, Service Providers shall not be included in the proscribed list of individuals and/or entities as contained in the 1267 Committee of the UN Security Council Counter Terrorism Committee (CTC).

2.6 To establish their eligibility, Service Providers/Consulting Firms shall fill up and submit the standard [IOM Vendor Information Sheet \(VIS\)](#) and [Eligibility Checklist](#) including relevant company documents outlined under the REQUIREMENTS CHECKLIST of the VIS form. Refer to Section VI.

3. Corrupt Fraudulent, Collusive and Coercive Practices

3.1 IOM requires that all IOM Staff, Service Providers, Manufacturers, Suppliers or Distributors, observe the highest standard of ethics during procurement and execution of all contracts. IOM shall reject any Bids 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 the purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice” means the offering, giving, receiving or soliciting directly or indirectly anything of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;

(ii) “fraudulent practice” is any acts 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;

(iii) “collusive practice” is an undisclosed arrangement between two or more Service Providers designed to artificially alter the results of the tender procedure to obtain a financial gain or benefit;

(iv) “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 after the execution of a contract.

4.0 Conflict of Interest

4.1 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:

- (i) A Bidder has controlling shareholders in common with another Bidder.
- (ii) A Bidder receives or has received any direct or indirect subsidy from another Bidder;
- (iii) A Bidder has the same representative as that of another Bidder for purposes of this bid;
- (iv) 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.
- (v) A Bidder submits more than one bid in this bidding process;
- (vi) 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.

B. The Bidding Documents

5. Content of Bidding Documents

5.1 The services required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

- I. Instructions to Bidders (ITB)
- II. Terms of Reference/Service Requirements
- III. Standard Form of Contract and Annexes
- IV. Technical Proposal – Standard Forms
- V. Financial Proposal – Standard Forms
- VI. Vendor Information Sheet, IOM Code of Conduct for Suppliers and Eligibility Checklist

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required in the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6. Clarification of Bidding Documents

6.1 At any time before the submission of the bid, IOM may, for any reason, whether at its own initiative or in response to a clarification amend the Bidding documents. Any amendment made will be made available to all Bidders who have acknowledged the Letter of Invitation.

6.2 A prospective Bidder requiring any clarification of the bidding documents may notify IOM in writing at IOM's address indicated in ITB Clause 17.4a or via email STRICTY at email address, gpsubids@iom.int from 26 February 2020 to 03 March 2020. IOM will respond in writing or by standard electronic means to any request for clarification of the bidding documents. Written copies of IOM's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that have received the bidding documents.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, IOM, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

7.2 All prospective Bidders that have received the bidding documents will be notified of the amendment in writing and will be binding on them.

7.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, IOM, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Cost of Bidding

8.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and IOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

9. Language of Bid

9.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and IOM, shall be written in *English* language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the required language, in which case, for purposes of interpretation of the Bid, the translation shall govern.

10. Documents Comprising the Bid

10.1 The bid prepared by the Bidder shall comprise the following components:

- (a) Technical Proposal established in accordance with ITB Clause 11.
- (b) Financial Proposal comprising of Bid Form and a Price Schedule completed in accordance with ITB Clauses 12, and 13;
- (c) documentary evidence established in accordance with ITB Clause 14 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;

11. Technical Proposal

11.1 When preparing the Technical Proposal, Service Provider must give particular attention to the following:

- a.) The Technical Proposal shall provide the following information using the **attached Technical Proposal Standard Forms (TPF-1 to TPF-7, in Section IV of this RFP)**:
 - a) A brief description of the Service Provider's organization and an outline of recent experience on assignments of a similar nature (TPF-2). If it is a joint venture, this is needed for each partner. For each assignment, the outline should include duration of the assignment, payment agreed under the corresponding contract and scope of the Service Provider's involvement.
 - b) 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 (ToRs), facilities and other relevant aspects related to this RFP. The work plan should be consistent with the work schedule (TPF-5).

- c) 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).
- d) 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**.
- e) 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.
- f) A time schedule (bar chart) showing the time proposed to undertake that the activities indicated in the work plan (TPF-7).
- g) A detailed description of the proposed methodology and staffing for training if the RFP specifies training as specific component of the assignment.

11.2 The technical proposal shall not include any financial information.

12. Financial Proposal

12.1 The Bidder shall complete Financial Proposal Standard Forms furnished in the bidding documents taking into account the requirements and conditions outlined in the Bidding documents. The financial proposal shall follow the Financial Proposal Standard Forms (FPF-1 to FPF-4).

12.2 The Bidder shall indicate on the appropriate Price Schedule the unit prices and total bid price of the services according to the scope of services under the contract.

12.3 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- 12.3.1 Cost of Proposed Solution including License Fees if applicable
- 12.3.2 Cost of Services (Installation, Integration, Implementation, Knowledge Transfer, Warranty and Support)
- 12.3.3 Remuneration cost and Reimbursable Costs
- 12.3.2 Any other pricing structure using Bidder's pricing format that cannot be captured by the Price Schedule Form provided under FPF-1 to FPF-4.

12.4 The Bidder's separation of price components in accordance with ITB Clause 12.3 above will be solely for the purpose of facilitating the comparison of bids by IOM and will not in any way limit IOM's right to contract on any of the terms offered.

12.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified. A bid submitted with an adjustable price quotation will be treated as non-responsive and will

be rejected, pursuant to ITB Clause 25. If, however, specified in these instructions, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

13. Bid Currencies

13.1 Prices shall be quoted in USD currency.

14. Documents Establishing Bidder's Eligibility and Qualification

14.1 Pursuant to ITB Clause 10.1c, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

14.2 The following must be submitted to demonstrate documentary evidence of the Bidder's qualifications to perform the contract.

14.2.1 Accomplished Vendor Information Sheet(VIS) and Signed Code of Conduct for Suppliers including company documents, and permits as outlined in the VIS

14.2.2 Accomplished and signed Eligibility Criteria Checklist Form

14.2.2 List of Past and Ongoing Contracts similar to the services required in this RFP to show the following: client, description of contracts, location, amount, % of completion

14.2.4 Financial documents as outlined in the *IOM Vendor Information Sheet*

14.2.4 List of Offices/sub offices worldwide including partners/subcontractors

14.2.5 List of Permanently Employed Staff including Name, Designation, No of years of Experience. Provide an organizational chart and detailed CVs for key management and technical personnel in the Organization.

14.2.6 OEM's authorization in case proposed license/software is developed by another company

15. Period of Validity of Bids

15.1 Bids shall remain valid for the period of *60 calendar days* after the date of bid opening prescribed by IOM, pursuant to ITB Clause 21. A bid valid for a shorter period shall be rejected by IOM as non-responsive.

15.2 In exceptional circumstances, prior to expiry of the bid validity, IOM may request that the bidders extend the period of validity for a specified additional period of *30 calendar days*. The request and the bidders' responses shall be made in writing.

15.3 A Bidder may refuse the request without forfeiting the Bid Security if submitted. A Bidder agreeing to the request will not be required nor permitted to modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with Clause 16 in all respects.

16.0 Bid Security

16.1 Pursuant to ITB Clause 10, the Bidder shall furnish, as part of its bid, a bid security in the amount *2.0 % of the total bid amount*.

16.2 The bid security is required to protect IOM against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to ITB Clause 16.6. The bid security shall be denominated in the form of *manager's check, certified check, bank guarantee or letter of credit from a reputable commercial banking institution*.

16.3 Any bid not secured in accordance with ITB Clauses 16 .1 will be rejected by IOM as non-responsive, pursuant to ITB Clause 23.

16.4 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by IOM pursuant to ITB Clause 15.

16.5 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 27.

16.6 The bid security may be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance with ITB Clause 27;

17. Format and Signing of Bid

17.1 The Bidder shall prepare an Original and 2nd Copy of the bid, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, shall be initialed by the person or persons signing the bid.

17.3 *If bid will be submitted via standard electronic means, one set of Eligibility documents and Technical Proposal and one set of Financial Proposal are sufficient.*

17.4 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

D. Submission of Bids

18. Sealing and Marking of Bids

18.1 The Bidder may only submit one proposal. If a Bidder submits or participates in more than one proposal such proposal shall be disqualified.

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

18.3 The original and all copies of the Technical Proposal and Eligibility Documents shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL.” Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” Both envelopes shall be placed into an outer envelope and sealed. The outer envelope shall be labeled with the submission address, reference number and title of the project and the name of the Bidder.

18.4 The inner and outer envelopes shall:

- (a) be addressed to IOM at the address given below; and

IOM - International Organization for Migration
ICT – Information and Communication Technologies
Attn. ICT Contract Management Unit
17, Route des Morillons ,CH-1211 Geneva 19 ,Switzerland

- (b) bear the Project name, the Invitation for Bids (IFB) title and reference number, and a statement: “**DO NOT OPEN BEFORE 19 March 2020**”.
- (c) **If the proposal will be submitted via standard electronic means, the Bidder must send one set of file as Financial Proposal and another set of file as Eligibility and Technical Proposal to STRICTLY email address gpsubids@iom.int, password protected. Password to be provided to IOM upon request. Please take into consideration mailbox capacity to be at 5Mb per file and per email. Proposal sent in batches per email is acceptable.**

18.5 The inner and outer envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.

18.6 If the outer envelope is not sealed and marked as required by ITB Clause 18.3, the bid will still be considered, however, IOM will assume no responsibility for the bid’s misplacement or premature opening.

19. Deadline for Submission of Bids

19.1 Bids must be received by IOM at the address or email address specified under ITB Clause 18.4 no later than *19 March 2020, 1500H, Geneva time*.

19.2 IOM may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of IOM and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

20.1 Any bid received by IOM after the deadline for submission of bids prescribed by IOM pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

20.2 The Bidder will assume the responsibility and expenses for the re-possession of the returned bid documents.

21. Modification and Withdrawal of Bids

21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by IOM prior to the deadline prescribed for submission of bids.

21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice will be in writing and should be received by IOM not later than the deadline for submission of bids.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form.

E. Opening and Evaluation of Bids

22. Opening of Bids

22.1 IOM will open all bids at the time, on the date, and at the place specified herein *19 March 2020, 1500H Geneva Time, 17, Route des Morillons, CH-1211 Geneva 19, Switzerland*. The BEAC has the option to open the Proposals publicly or not.

22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details that IOM at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

22.4 IOM will prepare minutes of the bid opening.

23. Clarification of Bids and Contacting IOM

22.1 During evaluation of the bids, IOM may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24. Preliminary Examination

24.1 IOM will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

24.2 The first envelope/file containing the Eligibility documents shall be opened first. A non-discretionary PASS or FAIL process will be used during the preliminary examination to determine completeness of the Bid. Absence of any of the required document will render the bid as "FAILED". A complete submission of the required documents in accordance with the required form and substance will render the opened documents as "PASSED".

24.3 Only those offers whose Eligibility documents were rated as "PASSED" will qualify for Technical Evaluation.

24.4 IOM may waive any minor informality, nonconformity, in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

24.4 Deviation from, or objection or reservations to critical provisions, such as those concerning Financial Proposal Standard Forms (FPF-1 to FPF-4) (ITB Clause 12), and Technical Proposal Standard Forms (ITB Clause 11) will be deemed to be a material deviation. IOM's determination of a bid's compliance is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by IOM and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

25. Technical Evaluation

25.1 The entire evaluation process, including the submission of the results and approval by the approving authority, shall be completed in not more than *thirty (30) calendar days* after the deadline for receipt of proposals.

25.2 The BEAC shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference/Service Requirements, compliance to the requirements of the RFP and by applying an evaluation criteria, sub criteria and point system¹. 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.

25.3 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%.

25.4 The technical proposals of Bidders shall be evaluated based on the Evaluation Criteria as follows:

	<u>Points</u>
(i) Specific experience of the Service Providers/ Consulting Firms relevant to the assignment:	50%
Integration experience with SAP	20
Integration experience with .Net systems	20
Orchestrator experience (BPM)	40
Financial System know how	10
Scheduling Systems know how	10
Total points for criterion (i):	100
(ii) Adequacy of the proposed methodology and work plan in response to the Terms of Reference/Service Requirements:	50%
a) Technical approach and methodology	40
b) Work plan including proposed license/software	40
c) Organization and staffing	20
Total points for criterion (ii):	100

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

25.5 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 Bidders (ITB) and Terms of Reference (TOR)/Service Requirements;

26. Financial Evaluation

26.1 After completion of the Technical Proposal evaluation, IOM shall notify those Bidders 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.

¹ The criteria, sub criteria and point system may vary depending on the requirement of the Mission

- 26.2 IOM shall simultaneously notify the Service Providers/ Consulting Firms that have passed the minimum qualifying score indicating the date and opening of the Financial Proposal. The BEAC has the option to open the Financial proposals publicly or not.
- 26.3 The BEAC shall determine the completeness of the Financial Proposal whether all the Forms are present and the required to be priced are so priced.
- 26.4 The BEAC 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.
- 26.5 The Financial Proposal of Service Providers/ Consulting Firms 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:

$$\mathbf{Sf = 100 \times F1 / F}$$

Where:

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

F1 - 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 weights² (T = the weight given to the Technical Proposal = 0.70; F = the weight given to the Financial Proposal = 0.30; T + F = 1)

$$Sc = St \times T\% + Sf \times F\%$$

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

- 26.6 To facilitate evaluation and comparison, IOM will convert all bid prices expressed in the amounts in various currencies in *USD* according to IOM exchange rate for the current month and year.

27. Negotiations

- 27.1 The aim of the negotiation is to reach agreement on all points and sign a contract.
- 27.2 Negotiation will include: a) discussion and clarification of the Terms of Reference (TOR) and Scope of Services; b) Discussion and finalization of the services based

² May vary depending on the requirement of the Mission; normally, weight assigned to Technical is .80 and .20 for the Financial.

on the methodology and work program proposed by the Bidder; c) Consideration of appropriateness of qualifications and pertinent compensation, and the personnel to be assigned to the job; d) Discussion on the services, facilities and data, if any, to be provided by IOM; e) Discussion on the financial proposal submitted by the Bidder; and f) Provisions of the contract. IOM shall prepare minutes of negotiation which will be signed both by IOM and the Bidder

- 27.3 The financial negotiations will include clarification on the tax liability and the manner in which it will be reflected in the contract and will reflect the agreed technical modifications (if any) in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 27.4 All agreement in the negotiation will then be incorporated in the description of services and form part of the Contract.
- 27.5 The negotiations shall conclude with a review of the draft form of the Contract which forms part of this ITB (Section III). To complete negotiations, IOM and the Bidder shall initial the agreed Contract. If negotiations fail, IOM shall invite the second ranked Bidder to negotiate a contract. If negotiations still fail, the IOM shall repeat the process for the next-in-rank Bidder until the negotiation is successfully completed.

F. Award of Contract

28. Award of Contract

- 28.1 The contract shall be awarded, through a notice of award, following negotiations and subsequent **post-qualification** to the Bidder with the Highest Rated Responsive Proposal. Thereafter, the IOM shall promptly notify other Bidder on the shortlist that they were unsuccessful and shall return their unopened Financial Proposals. Notification will also be sent to those Bidders who did not pass the technical evaluation.

29. Confidentiality

- 29.1 Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted Proposals or to other persons not officially concerned with the process. The undue use by any Bidder 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. Terms of Reference

Section II. Terms of Reference

Background

In the framework of its activities, the International Organization for Migration (IOM) assists large numbers of self-paying migrants. Self-paying migrants are persons who pay fees for services provided by certain IOM programmes and projects (e.g. health assessments and short-term travel documents), through cash deposits to IOM accounts in specific bank branches —or directly at IOM premises.

This method of payment, however, is not efficient enough: during seasons with a high workload, these migrants must often endure long queues and waiting periods to make their payments, which may slow down the processing of their requests and discourage them from approaching IOM in the future. In light of this, the implementation of an alternative, more efficient payment method has become a necessity for IOM and an online payment system seems like a logical and viable option.

To setup an online payment system that integrates with IOM's core case management system, existing accounting system and Mobile Platform, IOM is looking for an e-commerce application Service Provider who can supply IOM with a solution.

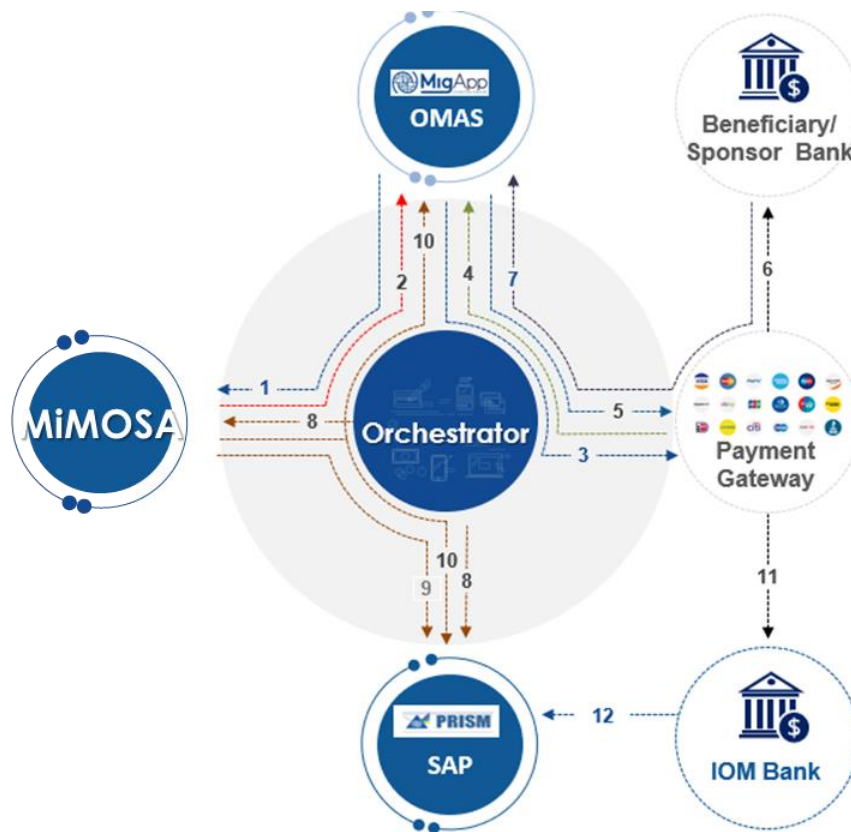
The project description below provides an overview of the workflow expected upon implementation of this payment system as well as the minimum requirements for e-commerce application Service Providers interested in submitting their Proposals.

Service Requirements

The workflow expected upon implementation of an online payment system comprises the following five steps:

- 1) The required payment system will be accessed by IOM's beneficiaries through its case management global tool, the Migration Management Operational Systems Application (MiMOSA), whenever the migrants require to schedule and pay for IOM services.
- 2) Once an appointment has been scheduled and paid for, MiMOSA will send a notification to the existing IOM accounting system, embedded in IOM's Processes and Resources Integrated System Management (PRISM), which is built on Systems Applications and Products (SAP).
- 3) PRISM will, in turn, create a Unique ID for that concrete transaction.
- 4) This Unique ID will include and display: service purchased, currency used for payment, and date, time and location of payment.
- 5) The Unique ID will then be transmitted to the self-paying migrant who has requested the service through Short Message Service (SMS) or via email.

The below diagram below indicates how the MiMOSA, PRISM and IOM Mobile Platform will be connected to an external payment system:



Project Scope

The integration of the internal systems with the payment system should be as indicated above.

IOM has a SAP financial system and MiMosa that is an internal developed system (Case Management System). MiMosa therefore stores all the information from the Migrant, all interactions and services provided. When migrates setup an appointment they will make the booking of the appointment in the MiMosa system.

We have added the orchestrator that will be moving information between MiMosa and SAP. As of today IOM does not have a orchestrator in place. The generation of the invoices have not been defined, however this can be created in SAP or the partner can make a suggestion for a solution.

The integration will be between the Online Appointment System, MiMosa, SAP and the mobile platform which is Kony. The mobile platform is what we looked at using as the orchestrator, however the vendor can propose another orchestrator solution.

Deliverables

The vendor will provide a complete integrated solution between IOM internal systems and the payment gateway provide (SIX Systems and European Payment Systems) to ensure that when a payment is made for our service all the systems impacted by the payment are updated.

- Payment Gateway system integration with IOM systems
- Integration between orchestrator and OMAS
- Integration between orchestrator, OMAS and Mimosa

- Integration between orchestrator, MiMosa and Prism
- Integration between orchestrator, PRIMS and OMAS
- SMS integration with the solution
- Complete system integration documentation
- Training for staff to maintain the solution
- Post go live

Location of Deliverables

Part of the deliverables must be onsite in Manila, especially the work with MiMosa and PRISM integration. There will also be requirements of the developers to travel to IOM administrative offices during the project.

Payment Gateway Provider

We are in the process of evaluating the best international payment providers, IOM will be in a position to make a selection of two (2) payment providers for the project. This should therefore be taken into account that when the integration is done, two (2) payment providers need to be integrated into the system.

Monitoring

In order to support the continuous monitoring required by IOM programmes and projects receiving payments from self-paying migrants, the selected Service Provider is expected to submit monthly statements compatible with IOM's accounting system in PRISM. These statements will be directly imported to PRISM, so that services provided and their corresponding payments can be easily reconciled. The submitted file must contain, per transaction, the following information:

- Unique ID
- Service purchased
- Currency used for payment
- Date, time and location of payment
- IOM internal reference number or Work Breakdown Structure (WBS)

As explained in the service requirements, all this information will be generated after each transaction is made, every time a unique ID is created —except for the WBS, which will be shared with the selected provider in advance.

Training

Knowledge transfer session to project team member with the objective to have internal capability to further proceed with the implementation and maintenance of solution.

Post Go Live Support

Maintenance and Bug fixing for 3 weeks post go-live

Timeline/Timescale

IOM requires access to the live/demo payment system by 1st July 2020

Section III. Supply and Delivery Contract

IOM office-specific Ref. No.:	
IOM Project Code:	
LEG Approval Code / Checklist Code	

AGREEMENT FOR THE SUPPLY AND DELIVERY OF GOODS
Between
The International Organization for Migration
And
[Name of the Other Party]

This Agreement for the Supply and Delivery of Goods (the “**Agreement**”) is entered into by the **International Organization for Migration**, an organization part of the United Nations system, Mission in [XXX], of [insert address] represented by [insert Name, Title of Chief of Mission] (hereinafter referred to as “**IOM**”) and **[Name of the Supplier]**, of [insert address], represented by [insert Name, Title of the representative of the Supplier] (hereinafter referred to as the the “**Supplier**”) on [insert date]. IOM and the Supplier are also hereinafter referred to individually as a “**Party**” and collectively as the “**Parties.**”

1. Introduction and Integral Documents

- 1.1 The Supplier agrees to provide IOM with [insert description of goods] in accordance with the terms and conditions of this Agreement and its Annexes, if any.
- 1.2 The following documents form an integral part of this Agreement: [add or delete as required]
 - (a) **Annex A** - Bid/Quotation Form;
 - (b) **Annex B** - Price Schedule;
 - (c) **Annex C** - Delivery Schedule , Technical Specifications and Terms of Reference;
 - (d) **Annex D** - Accepted Notice of Award (NOA); and
 - (e) **Annex E** - Performance Security.

2. Goods/Services Supplied

- 2.1. The Supplier agrees to supply the Goods and Services to IOM in strict accordance with the specifications, and at the price stated for each item outlined below:

No.	Description	Project budget line/ WBS	Qty	Unit	Unit Price	Total

- 2.2 The Supplier agrees to supply the following services (the “Incidental Services”): [add or delete as required]

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. Description needs to be as detailed as possible to provide for a reliable yardstick to measure compliance. It may be necessary to attach a description of the Services as an Annex.]

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

3. Charges and Payment

- 3.1 The total price for the supply and delivery of the Goods and any Services under this Agreement is [currency code] [amount in figures] ([amount in words, including currency]) (the “Price”).

- 3.2 The Supplier shall invoice IOM [upon delivery of all Goods / upon each delivery] in accordance with this Agreement and payment shall become due 30 (thirty) calendar days after acceptance by IOM of the Goods.

- 3.3 The invoice will be accompanied by the following documents: air way bill number, shipping invoice, packing list, certificate of origin [add or delete as required]

- 3.4 Payments shall be made in [currency] (currency code) by bank transfer to the following bank account of the Supplier:

[bank account details]

- 3.5 The Price specified in Article 3.1 is the total charge to IOM. The Supplier shall be responsible for the payment of all taxes, duties, levies and charges assessed on it in connection with this Agreement.

- 3.6 IOM shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the Price until the Supplier has completed, to the satisfaction of IOM, the delivery of the Goods and the Incidental Services to which those payments relate or when IOM reasonably suspects that the Supplier is in breach of any of the provisions in the Agreement and/or pending a compliance review by IOM and/or the Donor.

4. Delivery

- 4.1 The Goods shall be delivered to: [insert place of delivery] on [insert delivery date] by [insert method of delivery or refer to Delivery Schedule annexed]. The cost of delivery is deemed included in the Price specified in Article 3.1 of this Agreement. The Incidental Services as described in Article 2.2 shall be performed at the place of delivery and completed by the same delivery date, unless otherwise stated in Article 2.2 of this Agreement.

- 4.2 In the event of breach of this clause IOM reserves the right to:
- (a) Terminate or suspend this Agreement without liability by giving immediate notice, and to charge the Supplier any loss incurred as a result of the Supplier's failure to make the delivery within the time specified; or
 - (b) Charge a penalty of 0.1% (one-tenth of one percent) of the Price for every day of delay or breach of the delivery schedule by the Supplier.

5. Performance Security (applicable for contracts over USD 300,000)

- 5.1 The Supplier shall furnish IOM with a performance security (the “**Performance Security**”) in an amount equivalent to [10 (ten)] per cent of the Price, to be issued by a reputable bank or company, and in the format acceptable to IOM.
- 5.2 The Performance Security shall serve as the guarantee for the Supplier’s faithful performance and compliance with the terms and conditions of this Agreement. The amount of the Performance Security shall not be construed as the limit of the Supplier’s liability to IOM, in the event of breach of this Agreement by the Supplier. The Performance Security shall be effective until [insert a date 30 days from the completion of Supplier’s obligations] following which it will be discharged by IOM.

6. Inspection and Acceptance

- 6.1 Where any annexed Technical Specifications state what inspections and tests are required and where they will be carried out, those terms will prevail in the event of any inconsistency with the provisions in this clause.
- 6.2 IOM or its representative shall have the right to inspect and/or test the Goods at no extra cost to IOM at the premises of the Supplier, at the point of delivery or at the final destination. The Supplier shall facilitate such inspections and provide required assistance.
- 6.3 IOM shall have 30 (thirty) calendar days after proper receipt of the Goods purchased to inspect them and either accept or reject them as non-conforming with this Agreement. Based on an inspection of a valid sample, IOM may reject the entire delivery. IOM may also charge the cost of inspecting rejected Goods to the Supplier. All rejected Goods will be returned to the Supplier, transportation charges collect, or held by IOM for disposition at Supplier's risk and expense. IOM’s right to reject the Goods shall not be limited or waived by the Goods having been previously inspected or tested by IOM prior to delivery.
- 6.4 The Supplier agrees that IOM’s payment under this Agreement shall not be deemed acceptance of any Goods delivered hereunder.
- 6.5 The Supplier agrees that any acceptance by IOM does not release the Supplier from any warranty or other obligations under this Agreement.

- 6.6 Title to the Goods shall pass to IOM when they are delivered and accepted by IOM. Risk of loss, injury, or destruction of the Goods shall be borne by the Supplier until title passes to IOM.

7. Adjustments

- 7.1 IOM reserves the right to change at any time the quantities, packaging, unit size, place, method and/or time of delivery or the Incidental Services to be provided. Where the Goods are being specifically produced for IOM, IOM may also make changes to the drawings, designs or specifications.
- 7.2 The Supplier agrees to proceed with this Agreement in accordance with any such change(s) and to submit a claim request for an equitable adjustment in the Price or delivery terms caused by such change(s).
- 7.3 IOM may deem any claim by the Supplier for equitable adjustments under this clause waived unless asserted in writing within 10 (ten) days from the date of receipt by the Supplier of IOM's change(s).
- 7.4 No change in, modification of, or revision to this Agreement shall be valid unless made in writing and signed by an authorized representative of IOM.

8. Packaging

- 8.1 The Supplier must provide proper and adequate packaging in accordance with best commercial practice, to ensure that the Goods being delivered to IOM will be free of damage. Packaging must be adequate to allow for rough handling during transit, exposure to extreme temperatures, salt and precipitation during transit and open storage, with consideration for the type of Goods and transportation mode. IOM reserves the right to reject any delivery that is deemed not to have been packaged adequately.
- 8.2 Packing, marking and documentation shall comply with any requirements or instructions notified by IOM.

9. Warranties

- 9.1 The Supplier warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. This warranty shall remain valid for 12 (twelve) months after the Goods have been delivered to and accepted at the final destination indicated in the Contract.
- 9.2 The Supplier warrants that all Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in this Contract. All Goods/Services delivered under this Contract will conform to the specifications, drawings, samples, or other descriptions furnished or specified by IOM.

- 9.3 IOM shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 9.4 Upon receipt of such notice, the Supplier shall, within the time period specified in the notice, repair or replace the defective Goods or parts thereof, without cost to IOM.
- 9.5 IOM's continued use of such Goods after notifying the Supplier of their defect or failure to conform or breach of warranty will not be considered a waiver of the Supplier's warranty.

9.6 The Supplier further represents and warrants that:

- (a) It has full title to the Goods, is fully qualified to sell the Goods to IOM, and is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to carry out fully and satisfactorily, within the stipulated completion period, the delivery of the Goods in accordance with this Agreement;
- (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
- (c) In all circumstances it shall act in the best interests of IOM;
- (d) No official, employee or agent of IOM or any third party has received from, will be offered by, or will receive from the Supplier any direct or indirect benefit arising from this Agreement or award thereof;
- (e) It has not misrepresented or concealed any material facts in the procuring of this Agreement;
- (f) The Supplier, its staff or shareholders have not previously been declared by IOM ineligible to be awarded contracts by IOM;
- (g) It has or shall take out relevant insurance coverage for the period the Supplies are provided under this Agreement;
- (h) The prices for the Goods under this Agreement do not exceed those offered for similar goods to Supplier's other customers;
- (i) The Price specified in Article 3.1 of this Agreement shall constitute the sole remuneration of the Supplier in connection with this Agreement. The Supplier 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 hereunder. The Supplier shall ensure that any subcontractors, as well as the officers, employees, and agents of either of them, similarly, shall not receive any additional remuneration;
- (j) It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Supplier becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM.
- (k) It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent Consolidated United Nations Security Council Sanctions List and all other

applicable anti-terrorism legislation. If, during the term of this Agreement, the Implementing Partner determines there are credible allegations that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response. The Supplier shall ensure that this requirement is included in all subcontracts.

9.7 The Supplier warrants that it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any fraudulent, corrupt, discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Supplier shall immediately inform IOM of any suspicion that the following practice may have occurred or exist:

- (a) a corrupt practice, defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of IOM in the procurement process or in contract execution;
- (b) a fraudulent practice, defined as any act or omission, including a misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, IOM in the procurement process or the execution of a contract, to obtain a financial gain or other benefit or to avoid an obligation or in such a way as to cause a detriment to IOM;
- (c) a collusive practice, defined as an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender process to obtain a financial gain or other benefit;
- (d) a coercive practice, defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities, or affect the execution of a contract.
- (e) an obstructive practice, defined as (i) deliberately destroy, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (ii) acts intended to materially impede the exercise of IOM's contractual rights of access to information.
- (f) any other unethical practice contrary to the principles of efficiency and economy, equal opportunity and open competition, transparency in the process and adequate documentation, highest ethical standards in all procurement activities.

9.8 The Supplier further warrants that it shall:

- (a) Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation and abuse ("SEA") by its employees or any other persons engaged and controlled by it to perform activities under this Agreement ("other personnel"). For the purpose of this Agreement, SEA shall include:
 - 1. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favors or activities,

including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes, and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions.

2. Engaging in sexual activity with a person under the age of 18 (“child”), except if the child is legally married to the concerned employee or other personnel and is over the age of majority or consent both in the child’s country of citizenship and in the country of citizenship of the concerned employee or other personnel.
 - (b) Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries.
 - (c) Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA.
 - (d) Ensure that the SEA provisions are included in all subcontracts.
 - (e) Adhere to above commitments at all times. Failure to comply with (a)-(d) shall constitute grounds for immediate termination of this Agreement.

9.9 The above warranties survive the expiration or termination of this Agreement.

10. Assignment and Subcontracting

10.1 The Supplier shall not assign or subcontract the Agreement or any work under this Agreement in part or all, unless agreed upon in writing in advance by IOM. Any subcontract entered into by the Supplier without approval in writing by IOM may be cause for termination of the Agreement.

10.2 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the Agreement may be assigned to a subcontractor. Notwithstanding the said written approval, the Supplier 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 Supplier shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. The Supplier remains bound and liable there under 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 subcontract.

11. Force Majeure

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.

12. Independent Contractor

The Supplier, its employees and other personnel as well as its subcontractors and their personnel, if any, shall perform all Services under this Agreement as an independent contractor and not as an employee or agent of IOM.

13. Audit

The Supplier agrees to maintain financial records, supporting documents, statistical records and all other records in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the supply and delivery of Goods and the Incidental Services under this Agreement. The Supplier shall make all such records available to IOM or its designated representative at all reasonable times until the expiration of 7 (seven) years from the date of final payment, for inspection, audit, or reproduction. On request, employees of the Supplier shall be available for interview.

14. Confidentiality

- 14.1 All information which comes into the Supplier's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Supplier shall not communicate such information to any third party without the prior written approval of IOM. The Supplier 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.
- 14.2 Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Supplier and the value of the Agreement, the title of the contract/project, nature and purpose of the contract/project, name and locality/address of the Supplier and the amount of the contract/project to the extent as required by its Donor or in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM in accordance with the policies, instructions and regulations of IOM.

15. Notices

Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and received by the other Party at the following address:

International Organization for Migration (IOM)

Attn: [Name of IOM contact person]

[IOM's address]

[IOM's email address]

[Full name of the Supplier]

Attn: [Name of the Supplier's contact person]

[Supplier's address]

[Supplier's email address]

16. Dispute Resolution

- 16.1 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.
- 16.2 In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.
- 16.3 In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3 (three) months following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.
- 16.4 The present Agreement as well as the arbitration agreement above shall be governed by the terms of the present Agreement and supplemented by internationally accepted general principles of law for the issues not covered by the Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

17. Use of IOM's Name

The official logo and name of IOM may only be used by the Supplier in connection with this Agreement and with the prior written approval of IOM.

18. Status of IOM

Nothing in or relating to the Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the IOM as an intergovernmental organization.

19. Indemnification and Insurance

- 19.1 The Supplier 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 Supplier or its employees, officers, agents or subcontractors, in the performance of this Agreement. IOM shall promptly notify the Supplier of any written claim, loss, or demand for which the Supplier is responsible under this clause.

19.2 This indemnity shall survive the expiration or termination of this Agreement.

19.3 The Goods supplied under this Agreement shall be fully insured in a freely convertible currency against loss or damage resulting from or related to manufacture or acquisition, transportation, storage, and delivery. Further insurance requirements may be specified in the Technical Specifications.

19.4 The Supplier shall guarantee any work performed under this Agreement for a period of 36 (thirty six) months after final payment by IOM under this Agreement.

20. 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.

21. Termination and Re-procurement

21.1 IOM may terminate or suspend this Agreement, in whole or in part, at any time with written notice to the Supplier. Any monies paid in advance by IOM shall be refunded on or before the date of termination.

21.2 If IOM terminates this Agreement in whole or in part for default on the part of the Supplier, it may acquire elsewhere goods similar to those terminated and the Supplier shall be liable for any excess costs to IOM for the re-procurement of those goods as well as the removal of any or all of the Supplier's product or equipment from IOM's premises or other places of delivery. The Supplier shall not be liable for any excess costs if the failure to perform under this Agreement arises from causes beyond its control and without fault or negligence of the Supplier.

21.3 Upon any such termination, the Supplier shall waive any claims for damages including loss of anticipated profits on account thereof.

21.4 In the event of suspension of this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of this Agreement shall remain applicable during the period of suspension. IOM will notify the Supplier in writing when the suspension is lifted and may modify the completion date. The Supplier shall not be entitled to claim or receive any Price or costs incurred during the period of suspension of this Agreement.

22. 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.

23. Entirety

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

24. Special Provisions (Optional)

Due to the requirements of the Donor financing the Project, the Implementing Partner shall agree and accept the following provisions:

[Insert all donor requirements which must be flown down to IOM's implementing partners and subcontractors. In case of any doubt, please contact LEGContracts@iom.int]

25. Final Clauses

25.1 This Agreement will enter into force upon signature by both Parties and shall remain in force until completion of all obligations of the Parties under this Agreement.

25.2 Amendments to this Agreement may be made by mutual agreement in writing between the Parties.

Signed in duplicate in English, on the dates and at the places indicated below.

For and on behalf of
The International Organization
for Migration

For and on behalf of
[Full name of the Supplier]

Signature

Signature

Name
Position
Date
Place

Name
Position
Date
Place

Section IV and V. Sample Forms

Section IV – Technical Proposal Standard Forms

TPF-1: Technical Proposal Submission Form

[Location, Date]

To: _____, BEAC Chairperson

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services for *[insert Title of consulting services]* 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 sealed under a separate envelope.

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/ Consulting Firms 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 not exceed 30 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. Use about one quarter of a page.]

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. Use about two pages.]

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
PLEASE ENSURE ALL REQUIRED INFORMATION ARE PROVIDED

			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: _____
 Reports Due: _____
 Activities Duration: _____
 Location: _____

Part-time: _____

Signature of Authorized Representative:
 Full Name: _____
 Title : _____

TPF-7: Activity (Work) Schedule

A. Field Investigation and Other Activities														
No.	Activity/Work Description	<i>Duration</i>												
		1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 ^t _h	11 ^t _h	12 ^t _h	
1														
2														
3														
4														
5														

B.

Completion

and

Submis

Reports	Date
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

Section V. Financial Proposal – Standard Forms

FPF-1: Financial Proposal Submission Form

[Location, Date]

To: _____, BEAC Chairperson

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *[insert Title of consulting services]* 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]*. This amount is exclusive of the local taxes, which we have estimated at *[Amount(s) in words and figures]*.

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/ Consulting Firms (ITC), Terms of Reference (TOR), the Draft Contract, the provisions relating to the eligibility of Service Providers/ Consulting Firms, 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 – Remuneration Cost (see FPF- 3 for breakdown)		
II - Reimbursable Cost (see FPF – 4 for breakdown)		
III – License Fees/Solution Fee including maintenance and support with 1 year, 2 years and 3 years option		
Total Amount of Financial Proposal ¹		

¹ Indicate total costs, net of local 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 Costs by Activity

Group of Activities (Phase): ² <hr/> <hr/>	Description: ³ <hr/> <hr/>	
Cost Component	Costs	
	Currency	Amount
Remuneration ⁴		
License Fees/Solution Fee including maintenance and support with 1 year, 2 years and 3 years option – you may use separate		
Reimbursable Expenses ⁴		
Subtotals		

¹ Form FPF3 shall be filed at least for the whole assignment. In case some of the activities require different modes of billing and payment

(e.g. the assignment is phased, and each phase has a different payment schedule), the Service Provider/ Consulting Firm shall fill a separate Form FPF-3 for each Group of activities.

² Names of activities (phase) should be same as, or corresponds to the ones indicated in Form TPF-7.

³ Short description of the activities whose cost breakdown is provided in this Form.

⁴ For each currency, Remuneration and Reimbursable Expenses must coincide with relevant Total Costs indicated in FPF-4 and FPF-5.

Authorized Signature:

Name and Title of Signatory:

FPF-4: Breakdown of Remuneration per Activity

[Information provided in this Form should only be used to establish payments to the Service Provider/ Consulting Firm for **possible additional services** requested by Client/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:

FPF-5: Breakdown of Reimbursable Expenses

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

Description ¹	Unit	Unit Cost ²
1. Subsistence Allowance		
2. Transportation Cost		
3. Communication Costs		
4. Printing of Documents, Reports, etc		
5. Equipment, instruments, materials, supplies, etc		
6. Office rent, clerical assistance		

¹ Delete items that are not applicable or add other items according to Paragraph 7.2 of Section II-Instruction to Service Providers/ Consulting Firms

² Indicate unit cost and currency.

Authorized Signature:
Name and Title of Signatory:



VENDOR INFORMATION SHEET (VIS)

Name of the Company _____

Address Leased Owned Area: _____sqm

House No _____
Street Name _____
Postal Code _____
City _____
Region _____
Country _____

Contact Numbers/Address

Telephone Nos. _____ Contact Person: _____
Fax No. _____
E mail Address _____ Website: _____

Location of Plant/Warehouse Leased Owned Area: _____sqm

Business Organization Corporation Partnership Sole Proprietorship

Business License No.: _____ Place/Date Issued: _____ Expiry Date _____

No. of Personnel _____ Regular _____ Contractual/Casual _____

Nature of Business/Trade

- | | | |
|--|--|---|
| <input type="checkbox"/> Manufacturer | <input type="checkbox"/> Authorized Dealer | <input type="checkbox"/> Information Services |
| <input type="checkbox"/> Wholesaler | <input type="checkbox"/> Retailer | <input type="checkbox"/> Computer Hardware |
| <input type="checkbox"/> Trader | <input type="checkbox"/> Importer | <input type="checkbox"/> Service Bureau |
| <input type="checkbox"/> Site Development/ | <input type="checkbox"/> Consultancy | <input type="checkbox"/> Others _____ |

Construction _____

Number of Years in business: _____

Complete Products & Services

Payment Details

Payment Method Cash Check Bank Transfer Others

Currency Loc.Currency USD EUR Others

Terms of Payment 30 days 15 days 7 days upon receipt of invoice

Advance Payment Yes No % of the Total PO/Contract

Bank Details:

Bank Name _____
Bldg and Street _____
City _____
Country _____
Postal Code _____
Country _____
Bank Account Name _____
Bank Account No. _____
Swift Code _____
Iban Number _____

Key Personnel & Contacts (Authorized to sign and accept PO/Contracts & other commercial documents)

Name	Title/Position	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Companies with whom you have been dealing for the past two years with approximate value in US Dollars:

Company Name	Business Value	Contact Person/Tel. No.
--------------	----------------	-------------------------

Have you ever provided products and/or services to any mission/office of IOM?

Yes

No

If yes, list the department and name of the personnel to whom you provided such goods and/or services.

Name of Person	Mission/Office	Items Purchased

Do you have any relative who worked with us at one time or another, or are presently employed with IOM? If yes, kindly state name and relationship.

Trade Reference

Company	Contact Person	Contact Number

Banking Reference

Bank	Contact Person	Contact Number

IOM is encouraging companies to use recycled materials or materials coming from sustainable resources or produced using a technology that has lower ecological footprints.

REQUIREMENTS CHECK LIST

Please submit the following documents together with the Information Sheet:

No.	Document	For IOM use only	
		Submitted	Not Applicable
1	Company Profile (including the names of owners, key officers, technical personnel)		
2	Company's Articles of Incorporation, Partnership or Corporation, whichever is applicable, including amendments thereto, if any.		
3	Certificate of Registration from host country's Security & Exchange Commission or similar government agency/department/ministry		
4	Valid Government Permits/Licenses		
5	Audited Financial Statements for the last 3 years*		
6	Certificates from the Principals (e.g. Manufacturer's Authorization, Certificate of Exclusive Distributorship, Any certificate for the purpose, indicating name, complete address and contact details)		
7	Catalogues/Brochures		
8	List of Plants/Warehouse/Service Facilities		
9	List of Offices/Distribution Centers/Service Centers		
10	Quality and Safety Standard Document / ISO 9001		
11	List of all contracts entered into for the last 3 years (indicate whether completed or ongoing) *		
12	Certification that Non-performance of contract did not occur within the last 3 years prior to application for evaluation based on all information on fully settled disputes or litigation		
13	For Construction Projects: List of machines & equipment (include brand, capacity and indication if the equipment are owned or leased by the Contractor)		

* For Competitive Biddings, number of years may increase depending on the estimated contract amount.

** Indicate if an item is not applicable. Failure to provide any of the documents mentioned above will result in automatic "failed" rating.

I hereby certify that the information above are true and correct. I am also authorizing IOM to validate all claims with concerned authorities.

Received by:

Signature

Signature

Printed Name

Printed Name

Position/Title

Position/Title

Date

Date

FOR IOM USE ONLY

Purchasing Organization _____
Account Group _____

Industry 001 002 003

where 001 - Transportation related to movement of migrants
002 - Goods (e.g. supplies, materials, tools)
003 - Services (e.g. professional services, consultancy, maintenance)

Vendor Type Global Local

ELIGIBILITY CHECKLIST

1 – GENERAL INFORMATION

- See Vendor Information Sheet (VIS) along with the Supplier’s Code of Conduct

2 – Please fill out below checklist

		Indicate Yes or No
Experience and Qualification	Integration experience with SAP	
	Integration experience with .Net systems	
	Orchestrator experience (BPM)	
Capability and Resources	Ability to finish and turn over project by first week of July 2020	

Note that IOM maybe requesting documentary evidence to prove Service providers/Consulting Firms compliance to above Checklist.

In addition to the required information, Service Providers may provide brochures and other related documents.

I, the undersigned, warrant that the information provided in this form is correct and, in the event of changes, details will be provided as soon as possible:

Name/ Signature/ Date