

REQUEST FOR PROPOSALS

**Supply, Delivery, Installation, Integration,
Implementation and Support
for
Global User Support Ticketing System**

Prepared by



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

*Information, Communications and Technology Division
Global Procurement and Supply Unit
09 August 2016*

REQUEST FOR PROPOSALS
RFP No.: *RFP2016.01ICT*

Mission: *Manila Administrative Center*

Project Name: *Global User Support Ticketing System*



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Request for Proposals

The International Organization for Migration (**IOM**) is an intergovernmental organization established in 1951 and is committed to the principle that humane and orderly migration benefits both migrants and society.

IOM invites interested eligible Service Providers/Consulting Firm to submit Proposal for the *Supply, Delivery, Installation, Integration, Implementation and Support of Global User Support Ticketing System*. More details on the services are provided in the attached Terms of Reference (TOR).

The Service Provider /Consulting Firm will be selected under a Quality –Cost Based Selection procedures described in this RFP.

The RFP includes the following documents:

- Section I. Instructions to Service Providers/ Consulting Firms
- Section II. Technical Proposal – Standard Forms
- Section III. Financial Proposal – Standard Forms
- Section IV. Terms of Reference
- Section V. Standard Form of Contract

The Proposals must be delivered by hand, courier or through email to IOM with office address at:

International Organization for Migration (IOM)
Global Procurement and Supply Unit (GPSU)
28F Citibank Tower, Paseo De Roxas,
Makati City, Philippines 1226
E-mail Address at gpsu@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/ Consulting Firms.

Very truly yours,

Mr. Grant Anthony Robertshaw
BEAC CHAIRMAN

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

Table of Contents

Section I Instructions to Service Providers/ Consulting Firms	5
Section II Technical Proposal Standard Forms	15
Section III Financial Proposal - Standard Forms	21
Section IV Terms of Reference	24
Section V Pro-forma Contract	38

Section I - Instructions to Service Providers/ Consulting Firms

1. Introduction

- 1.1 Only eligible Service Providers/ Consulting Firms 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 Consultant Firm.
- 1.2 Service Providers/ Consulting Firms should familiarize themselves with local conditions and take them into account in preparing the proposal. Service Providers/ Consulting Firms are encouraged to visit IOM before submitting a proposal and to attend a pre-proposal conference if is specified in Item 2.3. of this Instruction.
- 1.3 The Service Providers/ Consulting Firms 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/ Consulting Firms 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/ Consulting Firms.
- 1.6 IOM shall provide at no cost to the Service Provider/ Consulting Firm 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 Service Providers/ Consulting Firms 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 Service Provider/ Consulting Firm has controlling shareholders in common with another Service Provider/ Consulting Firm;
- A Service Provider/ Consulting Firm receives or has received any direct or indirect subsidy from another Service Provider/ Consulting Firm
- A Service Provider/ Consulting Firm has the same representative as that of another Service Provider/ Consulting Firm for purposes of this bid;
- A Service Provider/ Consulting Firm 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 Service Provider/ Consulting Firm submits more than one bid in this bidding process;
- A Service Provider/ Consulting Firm 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 short-listed Service Providers/ Consulting Firms.

4.2. Service Providers/ Consulting Firms may request for clarification(s) on

any part of the RFP. The request must be sent in writing or by standard electronic means and submitted to IOM at the address indicated in the invitation on or before **16 August 2016, 15:00H (Manila Time)**. 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 Letter of Invitation without identifying the source of the inquiry.

5. Preparation of the Proposal

- 5.1 A Service Provider/ Consulting Firm Proposal shall have two (2) components:
- a) the Technical Proposal, and
 - b) the Financial Proposal.
- 5.2 The Proposal, and all related correspondence exchanged by the Service Providers/ Consulting Firms and IOM, shall be in *English*. All reports prepared by the contracted Service Provider/ Consulting Firm shall be in *English*.
- 5.3 The Service Providers/ Consulting Firms 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/ Consulting Firms must give particular attention to the following:
- a) If a Service Provider/ Consulting Firm deem that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Service Providers/ Consulting Firms may associate with the other consultants invited for this assignment or to enter into a joint venture with consultants not invited, only with the approval of IOM. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
 - b) For assignment of the staff, the proposal shall be based on the number of professional staff-months estimated by the firm, no alternative professional staff shall be proposed.
 - c) 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.
 - d) Proposed professional staff must, at a minimum, have the experience of at least *five years*, working with helpdesk ticketing

system or CRM and demonstrated experience in implementation of such solution in global organization. Experience with user support business process reengineering based on ITIL highly desirable.

6.2 The Technical Proposal shall provide the following information using the attached Technical Proposal Standard Forms TPF 1 to TPF 6 (*Section II*).

- a) A brief description of the Service Providers/ Consulting Firms organization and an outline of recent experience on assignments of a similar nature (TPF-2), if it is a joint venture, for each partner. For each assignment, the outline should indicate the profiles of the staff proposed, duration of the assignment, contract amount, and firm'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 and counterpart staff and facilities.
- 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 *in line with FPF-2 below*.
- f) A time schedule (bar chart) showing the time proposed to undertake the activities indicated in the work plan.
- g) A detailed description of the proposed methodology and staffing for training if the RFP specifies training as specific component of the assignment.

6.3 The technical proposal shall not include any financial information.

7. Financial Proposal

7.1 The Financial Proposal (FPF-1 to FPF-3) and other required documents shall be duly signed and accomplished and typewritten or written in indelible ink. Any correction made to the prices, rates or to any other information shall be rewritten in indelible ink and initialed by the person signing the Proposal.

7.2 Price breakdown for the following must be provided. 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.

- Cost of the Proposed Solution
- Cost of Services (Installation, Integration, Implementation, Warranty and Support)

7.3. Service Providers/ Consulting Firms shall express the price of their financial proposal in *US Dollars, exclusive of VAT. In case proposal will be in other currencies*, for purposes of evaluation, IOM's internal exchange rate for the current month shall be used to convert the US Dollar currency.

7.4 The Financial Proposal shall be valid for *90 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/ Consulting Firms may only submit one proposal. If a Service Provider/ Consulting Firm 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/ Consulting Firms themselves. Any such corrections or overwriting must be initialed by the person(s) who signed the Proposal.

8.3 The Service Providers/ Consulting Firms shall submit one original and one copy of the Proposal. Each Technical Proposal and Financial Proposal shall be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.

8.4 If delivered by hand or courier, the original and all copies of the Technical Proposal 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 Service Provider/ Consulting Firm. If submitted through email, the Technical and Financial proposals

should be on separate files with file name: "Technical Proposal" & "Financial Proposal"

- 8.5 Proposal may be submitted either in sealed envelope or via email.

If via sealed envelope, the Proposal shall be addressed and submitted by hand delivery or courier to:

International Organization for Migration
Global Procurement and Supply Unit (GPSU)
28F Citibank Tower
Paseo De Roxas, Makati City

Or email Global Procurement and Supply Unit at gpsu@iom.int
Email inbox capacity of IOM must be taken into consideration. Email address gpsu@iom.int has 10MB capacity per email.

Proposals shall be submitted [on or before 05 September 2016, 15:00H \(Manila Time\)](#).

Any Proposal submitted by the Service Provider/ Consulting Firm after the deadline for receipt of Proposals prescribed by IOM shall be declared "Late," and shall not be accepted by the IOM and returned to the Service Provider/ Consulting Firm unopened.

- 8.6 After the deadline for the submission of Proposals, all the Technical Proposal shall be opened first by the BEAC. The Financial Proposal shall remain sealed until all submitted Technical Proposals are opened and evaluated. The BEAC has the option to open the proposals publicly or not.

9. Evaluation of Proposals

- 9.1 After the Proposals have been submitted to the BEAC and during the evaluation period, Service Providers/ Consulting Firms that have submitted their Proposals are prohibited from making any kind of communication with any BEAC member, as well as its Secretariat regarding matters connected to their Proposals. Any effort by the Service Providers/ Consulting Firms 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 Providers/ Consulting Firms 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 *21 calendar days* after the deadline for receipt of proposals.
- 10.2 The BEAC 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 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% or 42 points* from the assigned total technical score.

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

	<u>Points</u>
(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	30
b) Work plan	15
c) Organization and staffing	15
Total points for criterion (ii):	60
(iii) Key professional staff qualifications and competence for the assignment:	
a) Team Leader	15
b) Functional / Technical Consultants	15
Total points for criterion (iii):	30

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

1) General qualifications	30	
2) Adequacy for the assignment	60	
3) Experience in region and language	10	
Total weight:		100%

The minimum technical score required to pass is: 70% or 42 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/ Consulting Firms 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 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 :

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

Where:

Sf - is the financial score of the Financial Proposal under consideration,
FI - 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 = 0.60; F = the weight given to the Financial Proposal = 0.40; 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.

12. Negotiations

- 12.1 The aim of the negotiation is to reach agreement on all points and sign a contract.
- 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/ Consulting Firm; 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, if any, to be provided by IOM; e) Discussion on the financial proposal submitted by the Service Provider/ Consulting Firm; and f) Provisions of the contract. IOM shall prepare minutes of negotiation which will be signed both by IOM and the Service Providers/ Consulting Firms.
- 12.3 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.
- 12.4 Having selected the Service Provider/ Consulting Firm 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 experts 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/ Consulting Firm 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 V). To complete negotiations, IOM and the Service Providers/ Consulting Firms shall initial the agreed Contract. If negotiations fail, IOM shall invite the second ranked Service Provider/ Consulting Firm to negotiate a contract. If negotiations still fail, the IOM shall repeat the process for the next-in-rank Service Providers/ Consulting Firms until the negotiation is successfully completed.

13. Award of Contract

- 13.1 The contract shall be awarded, through a notice of award, following negotiations and subsequent post-qualification to the Service Provider/ Consulting Firm with the Highest Rated Responsive Proposal. Thereafter, the IOM shall promptly notify other Service Providers/ Consulting Firms on the shortlist that they were unsuccessful and shall return their unopened Financial Proposals. Notification will also be sent to those Service Providers/ Consulting Firms who did not pass the technical evaluation.
- 13.2 The Service Provider / Consulting Firm is expected to complete the assignment within *120 calendar days from the contract signature date. Refer to the Section IV. Terms of References (TOR) for the functional scope. The first phase to implement the functional scope no.1 - 5 is to be completed within this timeframe. Other scopes are subject to further discussion based on the proposal.*

14. Confidentiality

- 14.1.1 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/ Consulting Firm 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: *[Chairperson Name and address of IOM Mission]*

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 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

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: Technical Response to Requirements in Terms of References

a. Executive Summary

Present a high-level synopsis of the response to the RFP

b. Solution Design

Define the solution outline (functional and technical) and specify how it meets the business requirements, as defined in Annexes A and fits the IOM technical environment. Several alternatives can be presented where relevant.

c. Solution requirements

Specify any assumptions or dependencies inherent in the proposal

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 *[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 Effort, Complexity and Costs

- Indicate cost of the solution, licenses, and services
- Estimates should take into account and specify the assumptions where IOM resources will be utilized versus vendor resources.
- Since IOM may choose to undertake the project in a phased approach the proposal should ideally be broken down to at least the level of detail as indicated in the table below which cross references with the Section IV with an indication of the effort/ complexity (High/ Medium/ Low).
- The minimum requirement is for costs/ effort to be estimated at the level of the Section IV. Estimate of complexity at the item level is mandatory in either case.

Reference Item	Item Description	Complexity	Estimated Effort
		(High/ Medium/ Low)	(days)

FPF-3: Summary of Fees and Conditions

Please provide relevant information on consulting fees, license fees and other financial aspects pertaining to the proposal. Where total number of days estimated below does not equal the total in FPF-2, requirement for incremental days should be justified.

Section IV. Terms of Reference

1. Executive summary

There is an increased organisational need to move to the Customer Relationship Management system and provide IOM Staff a tool to seek support, provide input and follow on the progress on the issues they raised in a user friendly and transparent manner. User support issues are often escalated across different ICT units as well as referred to other departments for resolution. Yet, we do not have a means of tracking the full lifecycle of the issues raised and escalated across the departments/organizational units, response times, user satisfaction, etc. There is a need for the user centric approach in providing support, including the friendly self-service facility as well as for the systematic monitoring of the user experience and satisfaction.

2. Company information

IOM is an international intergovernmental Organization headquartered in Geneva and is the world's leading organization on migration, with 162 member states and offices in more than 150 countries. The breadth and depth of IOM's work reflect a level of experience and expertise in providing migrant services that is unmatched in the international community. IOM's service areas include but are not limited to refugee resettlement, humanitarian response, counter-trafficking, migration and climate change, immigration and border management, labour migration, migration health, migrant training, policy and research, and migration law.

Two Administrative Centres are located in Manila, Philippines and in Panama City, Panama, called MAC (Manila Administrative Centre) and PAC (Panama Administrative Centre), providing support in the areas of finance, information technology, staff security, project tracking, health and insurance and so on. ICT Operations Centre is under MAC as a delocalized unit of Information and Communications Technology Division located in Geneva.

For more details about IOM's organizational structure, visit our website at: <http://www.iom.int/organizational-structure>

ICT Operations Centre facilitates the implementation of the ICT Strategy and translates functional and operational requirements into the effective and efficient implementation of information and communications technology solutions, focusing on improving the management of information and resources, identifying business requirements and establishing effective service delivery and support.

ICT Operations Centre has sub units namely Global User Support, ICT

Infrastructure and Networks, Project Management Practice, Business Process Analysis and Information Management and ensures uninterrupted support of software applications; ensure proper alignment with and support of ERP solution (PRISM), Migration application (MiMOSA), Intranet and other corporate applications; direct change management activities in support of the implementation of the ICT Strategy and projects; provides consulting and project management services related to ICT, ensures all ICT projects are managed in accordance with best practice project management methodology using per PRINCE2 project management methodology.

Global User Support under ICT Operations Centre has been established in March 2016 from the former IT Service Centre, and is transforming to a single point of contact for all ICT-related customer support requirements to ensure that users are receiving the appropriate assistance at local, regional and central levels. The team is located in Manila, Geneva and Panama and collaborate seamlessly. It provides round-the-clock support 24/7; monitors availability and performance of the global IOM ICT network for field offices, HQ and Manila data centers; and initiates preventive and corrective actions, as appropriate.

3. Background

IOM has been using Numara FootPrints (version 10) since 2005 as a ticketing management system to track user support requests and now has grown to include non-ICT workspaces for Movement, Accounting, HR, etc. used by various departments, units, in an isolated fashion, with each instance having separate communication channel, configuration and without an ability to track issues between multiple areas/ units and provide a transparent view over global support. Footprints is also used as project tracking system for enhancement in ICT, where new business requirements are registered and tracked for development and deployment.

However, the current Footprints installation was hosted in a degrading server and database, with its capacity dwindling, affecting its performance to cope with the demands. The server is quite old, running on a DL380 G5 (2 CPUs) with only 2 GB RAM on Windows 2003. During its busiest time, CPU utilization does not go below 75% and goes 100% most of the time. RAM usage is always at ~1.70 GB of the 2 GB RAM. To add, disk space is running out (with only 5 GB left) for the SQL (MS SQL 2005) database. In April 2016, the server has been moved to VM and however the performance is still not optimized, not being able to attach documents to ticket.

4. Project description

The project aims at implementing a new ticketing system which replaces FootPrints with the expected benefits listed below.

1. One entry point for all user support activities across organization (including ICT, HR, etc.) will benefit all IOM user by eliminating multiple and often confusing channels for providing support
2. Increased transparency by allowing users to view status of their requests, escalation process and support staff dealing with their issue.
3. Improved Management of the User Expectations by ability to implement and oversee the SLA (Service Level Agreements) for the user support issues
4. Opportunity to tailor the service by ability to view history of the requests from the user/mission.
5. User Self-service and the opportunity for users to find solutions without rising an issue
6. Improved response time and relationships with the users by incorporating multiple channels, including online chats.
7. Globalisation (crowdsourcing) the user support – support can be provided regardless of the location. (Workload that includes the filed/mission ICT, Regional and Global ICT)
8. Better resource global (human) resource visibility and management. Increased career opportunities.

High-level requirements are listed below:

1. Cloud based solution
IOM as an intergovernmental organization enjoys Privileges &Immunity. IOM data should be hosted in data center in one of the EU countries and Privileges &Immunity should not be affected in any case.
The data of the United Nations agencies shall be inviolable, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.
<http://www.un.org/en/ethics/pdf/convention.pdf>

Consider the fact that IOM has two domains and are in the transition period to migrate to one central domain. IOM also aims to migrate to Office 365.

2. Multiple teams and multiple user/customer groups work in the same application
3. Workflow (ticket assignment, escalation process, interaction within/across departments)
4. Integration with exchange/Outlook e-mail system, including inquiry form (Outlook integrated template)
5. Web inquiry form

6. HTML format email
 - Table and screenshot should be logged into the application as they are sent via email
 - Option to send replies from personal address rather than system email account
7. Integration with other systems such as:
 - SAP
 - HCM to see user information such as location
 - Asset management to see equipment assigned to user
 - Workflow triggered by Personnel Action (Phase 2)
 - JIRA (development tool, tickets that need to have development needs will be sent to JIRA)
 - Microsoft Project (project management tool, enhancement requests will be sent to MS Project)
 - Custom applications (MiMOSA, i-GATOR, RMI, UKTB, Telerad, etc. functionality which enables users to send inquires while they are using these applications, e.g., e-mail template pops up with predefined request type when user click on the link to support)
8. Phone integration (incoming call is automatically logged in to the system, only to restricted agents)
9. Live chat (only to restricted agents)
10. Knowledge base
 - for agents
 - for users (self-service functionality before logging in ticket)
11. Analytics
12. User satisfaction survey
13. Remote access (service desk agents access user's computer remotely)

5. Scope

5.1. Functional scope

The functional scope of this project can be broken into six parts;

1. Implement a new CRM/ticket management system to replace Footprints. Some knowledge base need to be migrated.
2. Implement multiple support channels; Web-form with self-service facility, email, live chat and telephone
3. Develop workflow to integrate ICT global user support currently split into Manila (main), Panama, and Geneva with SLA escalation and sub-workflows
4. Integrate other business units who are currently using Footprints and their processes into the same platform
5. Set up SLA, escalation process, sub-workflows, user satisfaction survey,

- reporting tools etc.
6. Full integration with SAP, with the workflow triggered by Personnel Action in SAP HCM
 7. Other business units who are not currently part of Footprints may join the new platform (e.g, local IT/regional IT support linked to Global User Support Team)

The project will be implemented in a phased manner. The 1st phase is to be completed within 120 days. The timeline for the 2nd and 3rd phases will be discussed based on the proposal.

1st phase: functional scope no. 1-5

2nd phase: functional scope no. 6

3rd phase: functional scope no.7

Diagram 1 Overview (functional scope no.1 – 5, estimate number of agents = 200) Users¹ contact servicedesk@iom.int, the single point of contact for any types of support requests. Popular communication channel is Outlook e-mail but users contact via phone or walk-in (for users in the hub) and all should be logged in as ticket. With integration to SharePoint (IOM Intranet), web-form can be also introduced.

The diagram “Overview” explains how user’s request is processed at high level. User sends inquiry or request via Outlook e-mail template with the basic information such as request type and brief explanation of the issue or request. User’s basic information such as organizational unit where user belongs to, are pre-filled, in sync with the data in SAP HCM. Whichever communication channel is used, the system creates a ticket, assesses the request type, category, and other information and assigns available agent automatically.

A draft list of request type, category, and business unit in charge can be found in the spreadsheet attached below.



CRM request
type.xlsx

For example, when user selects “IT related issue” and “PRISM – HR”, the ticket will be assigned to the agent in ICT – PRISM HR Agent. If it is not their operating hours, an automatic notification is sent to the user informing the expected resolution time. Likewise, when user selects “IT related issue” and “Account Management”, and user is from an office in Americas, the ticket is assigned to the

¹ At IOM, majority of users are IOM staff members who request for support on IT related matters. There may be some external users such as candidates applying to vacancy notices through IOM e-Recruitment system.

agent in ICT – PAC, when ICT – PAC is in its operating hours. If ICT – PAC Agent does not respond to the user in a predefined timeline, the ticket will be re-assigned to ICT – MAC Agent, where agents are available 24/7.

Ticket is in queue until Agent opens it. Once Agent opens it and confirms the request type, complexity, etc., the system sends a notification to user to inform the Agent assigned and with expected time for resolution. Agent can immediately answer the question there and in such case the ticket can be closed. When the ticket is closed, a notification is sent to the requester with a quick survey on the service provided.

Ticket not resolved within SLA will be escalated to the higher level. The agent assigned originally should be able to track the ticket even after the escalation.

Diagram 2 HR workflow/SAP integration (functional scope no.6)

The workflow starts triggered by Personnel Action in SAP HCM, involving other units such as ICT and Resource Management Unit, to process administrative formalities including logistics in an efficient manner with clear visibility. The workflow will be piloted first in Manila Administrative Centre and after the successful implementation it will be released to other offices globally.

Diagram 3 An example of sub-workflow in each department (functional scope no.7)

The workflow is an example of sub-workflow once ticket is forwarded to each business unit. When ticket related to staff evaluation system comes in, depending on the sub-category it will be forwarded to either ICT user support or HR personnel in charge. Purely technical issues go to ICT user support, procedural questions go to Personnel Administrator identified based on the data in SAP HCM, and other questions go the specialist, in this case, Performance Management HR Assistant.

Diagram 1 Overview

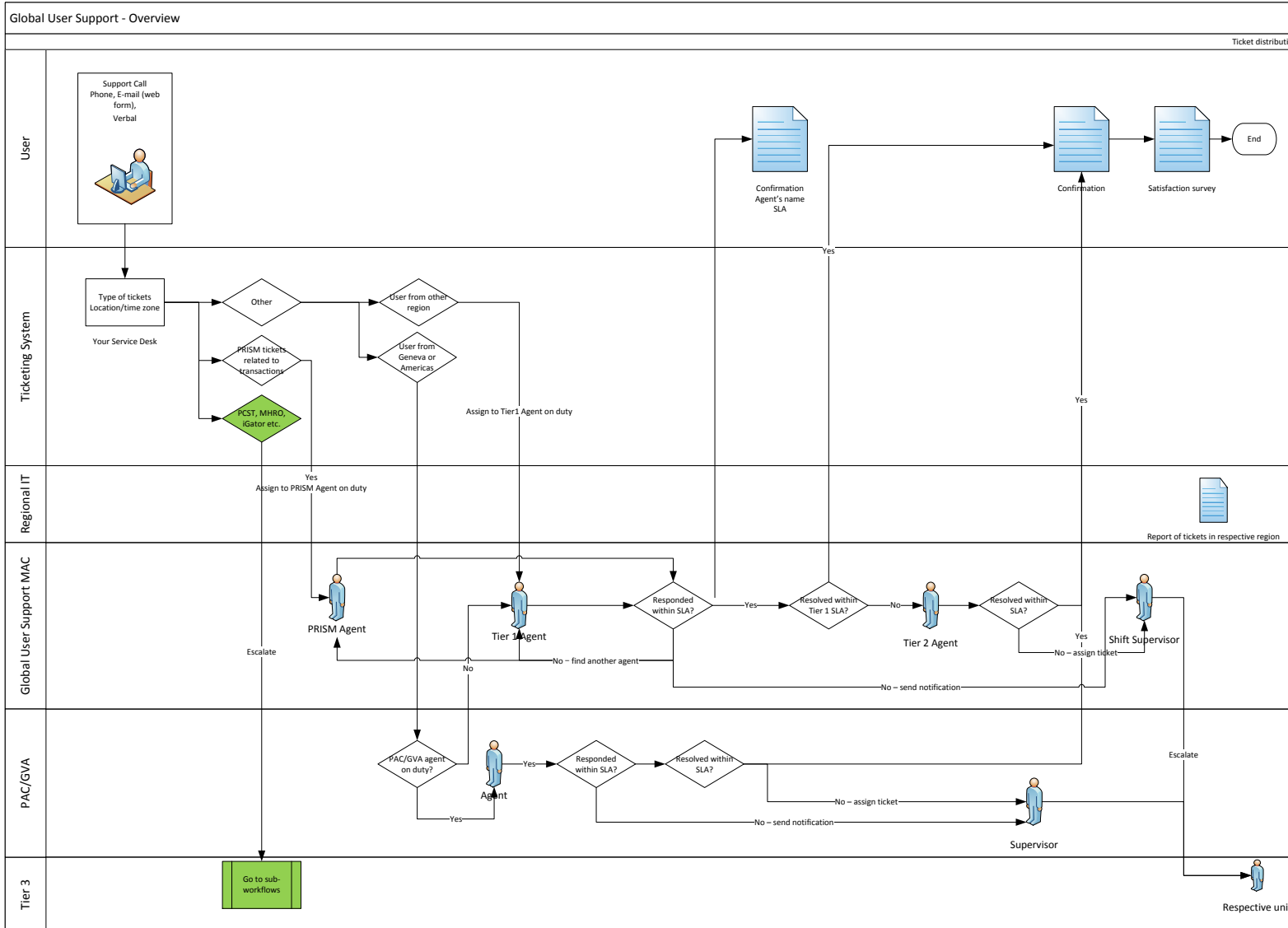


Diagram 2 Workflow triggered by Personnel Action in SAP HCM

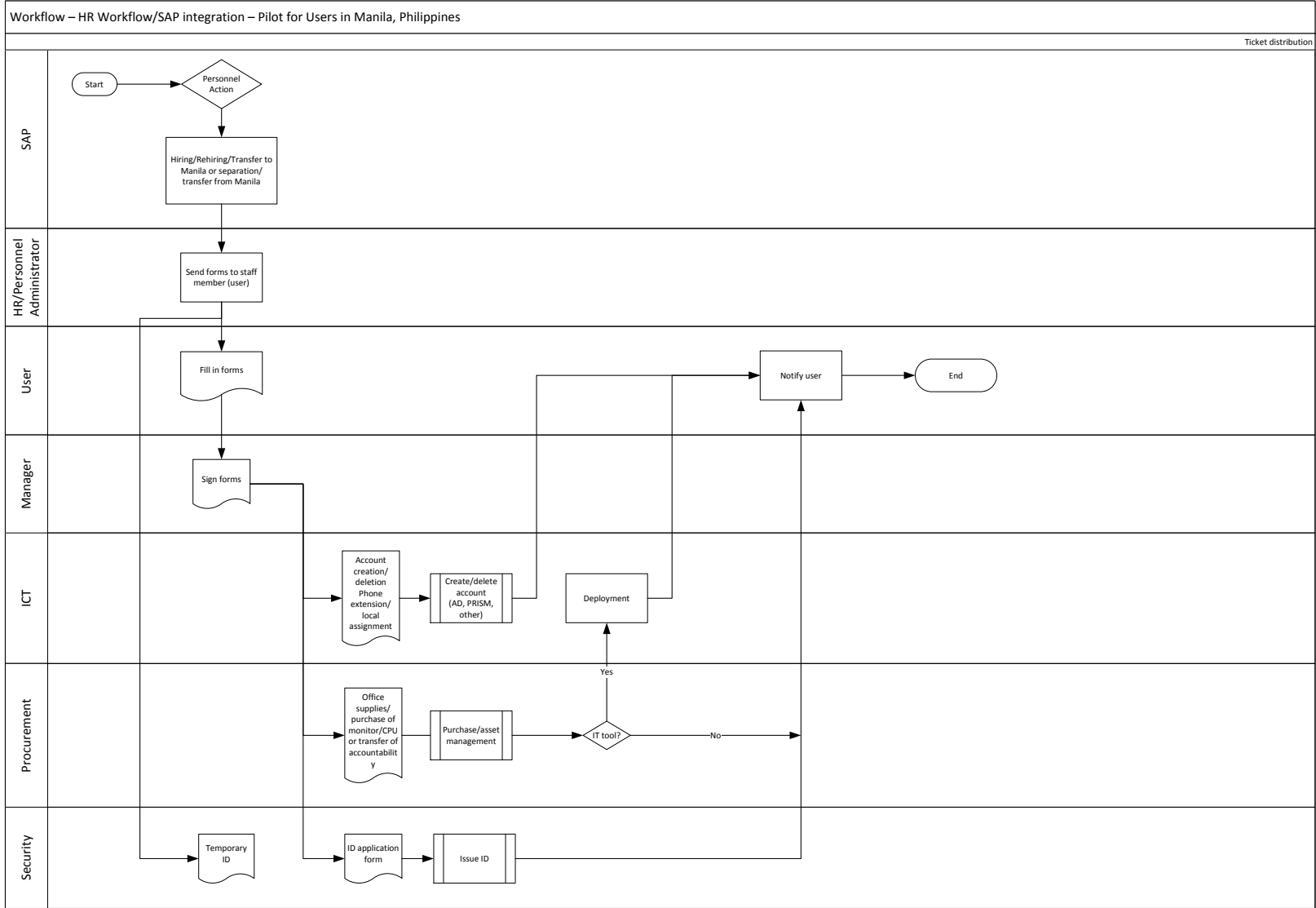
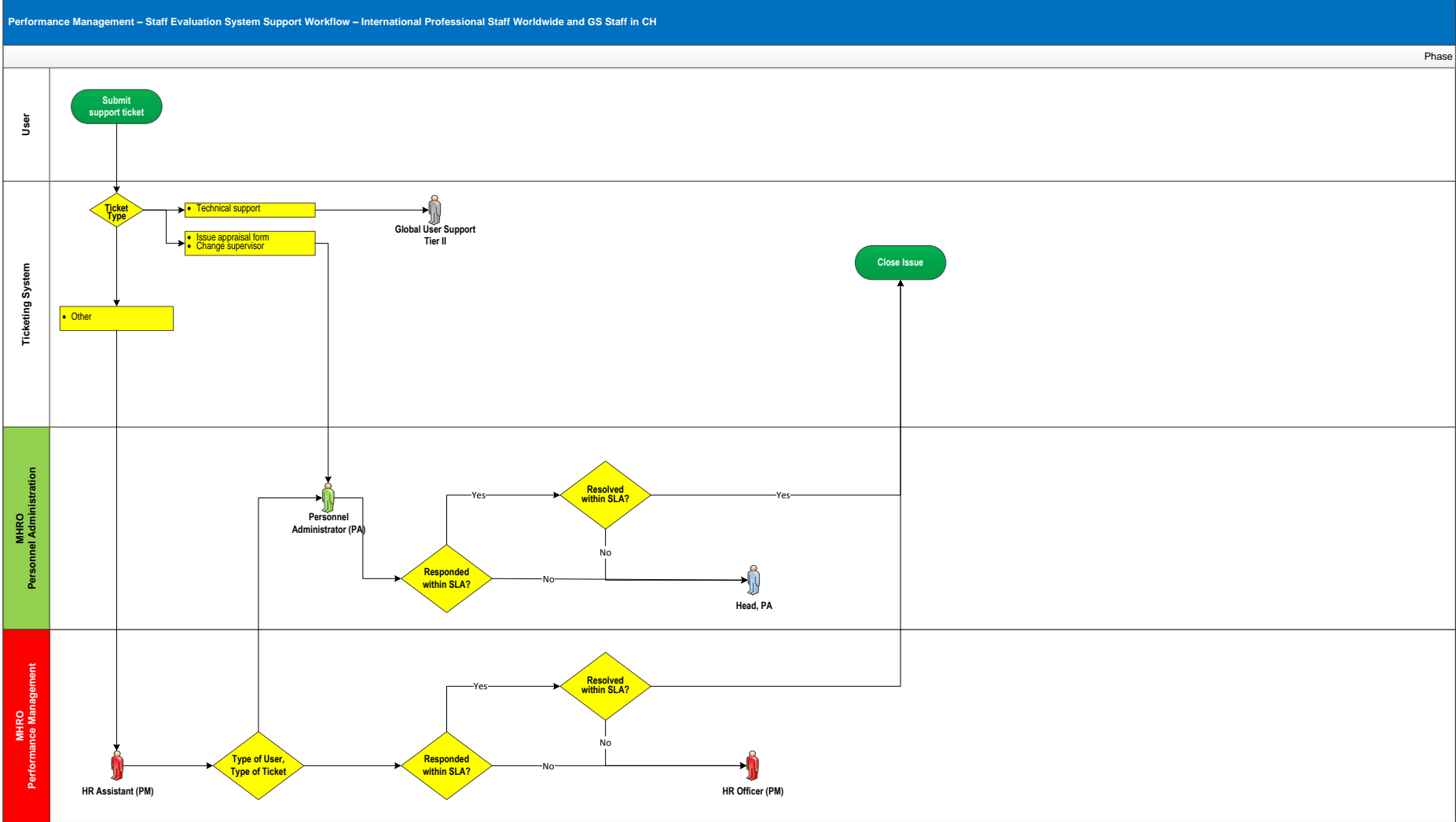


Diagram 3 sample sub-workflow in HR to handle tickets related to Staff Evaluation System



The first phase will focus on IT related inquiries and support requests. Other business units such as HR and Finance, who are currently using Footprints, could be also included in the first phase.

Sub-workflows under each business unit will be implemented in the second phase. Integration with SAP HCM, depending on its complexity, will be implemented in the third phase.

Other business units who are not currently part of Footprints may join the new platform, depending on the evaluation of the new system being implemented.

5.2. Technical Scope

Secure Connection to IOM On-Premise Landscape

Since there are integration requirements between cloud CRM solution with IOM on-premise services such as identity management (Windows Active Directory Service) and PRISM HR (SAP ERP), the solution should provide a secure and reliable cloud connector.

Integration with Corporate PRISM System

The CRM solution should provide the integration capability with IOM corporate HR system based on SAP for the purpose of:

- Data retrieval on user information such as location
- Asset management to see equipment assigned to user
- Workflow triggered by Personnel Action (Phase 2)

Integration to IOM Identity Management

The CRM solution should provide integration with IOM identity management system based on Windows Active Directory Service. It is also envisage that the solution should be able to provide single sign-on capability.

Accessibility

The solution should provide quality user experience to gain acceptable productivity, save training cost, and decrease user errors

The solution should be accessible by all level of users located in various IOM missions with acceptable response time via wide area network.

Availability

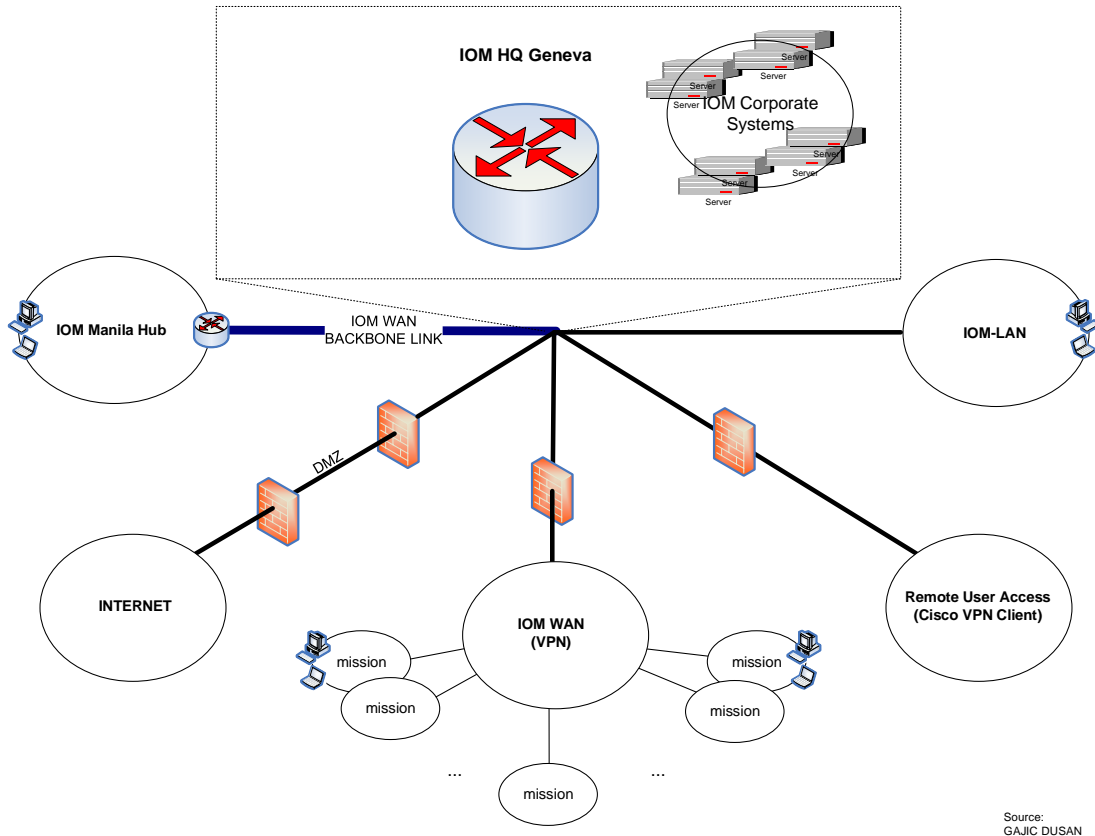
As IOM Global Support provides round-the-clock support 24/7, the solution should provide high availability (at least 95% availability).

IOM Landscape

This section provides IOM brief system landscape that can be used as reference for the prospective vendor to provide the best fit solution.

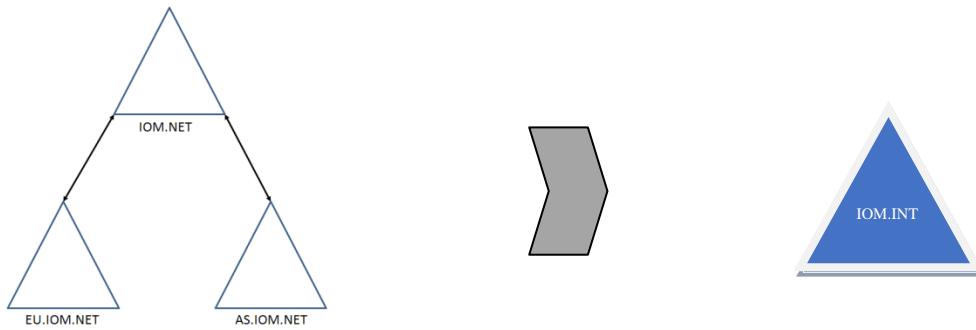
IOM Wide Area Network

All IOM offices (remote sites) are connected to GVA and MNL hubs via Site-to-Site IPsec VPN tunnels over the Internet. Remote site has access to Perimeter Network (DMZ) and Local Area Network (LAN) of both hubs. Field offices use different types of Internet access technologies such as leased line, DSL, ADSL, SDSL, VDSL, ISDN and VSAT to connect to Internet to facilitate VPN access. Mobile users can use VPN clients to access the corporate network.



Identity Management

IOM identity management is based on Windows Active Directory Service. There is one root domain with two child domains corresponding to the GVA and MAC hubs. IOM is currently using forest domains (IOM, AS.IOM, EU.IOM domain) and currently in a process to migrate all users/resources to IOM.INT domain.



Integrated Windows Authentication has been implemented to enable single sign-on based on Kerberos and X.509 digital certificates.

IOM Messaging System

Messaging services are based on Microsoft Exchange. Messaging services are hosted in both MNL and GVA hubs. Each hub hosts different set of mailboxes for different sets of users.

IOM Corporate Systems/Services

IOM corporate application services are hosted in three datacenters, one at Geneva within IOM Headquarters premises in which most of the production corporate services are located, two in Manila in a commercial co-location datacenter facility and third in in commercial co-location data center in Panama as IOM disaster recovery center. All datacenters are managed by IOM ITC staff. Corporate systems are mostly located in IOM HQ computer center in Geneva this include our operation system MiMOSA (.NET home developed application), SAP (corporate ERP systems), SharePoint (document management and collaboration platform) and others.

6. Deliverables

6.1. Functional

Prospected Vendors are expected to deliver a solution overview document which encompasses all business processes described in the section “Terms of References” in this document, and explicitly identifies elements which may not fit the solution.

6.2. Technical

Deliver technical specifications and identify any specific development or add-on package necessary to fulfill functional/technical specifications.

6.3. Training

Adequate time should be allocated to facilitate comprehensive knowledge transfer to IOM project members/users as part of the project estimates including developing documentation and training materials.

6.4. Reports and Time Schedule (*vendor to give the details*)

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.)*

FPU.SF 19.18

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 (“IOM”) 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

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.

The following documents form an integral part of this Agreement: *[add or delete as required]*

a) **Annex A** - *Technical Proposal;*

- b) *Annex B - Financial Proposal;*
- c) *Annex C - 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 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 incidental services (the “**Incidental Services**”): *[add or delete as required]*

- (a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) Performance, supervision, maintenance and/or repair of the supplied Goods, for a period of time agreed by the Parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) Training of IOM’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

3. Charges and Payment

3.1 The total price for the supply and delivery of the Goods and any Incidental 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.

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 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 USD250,000)*

- 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 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;
- (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.

9.7 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 favours 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.

9.8 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 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 shall provide the Goods under this Contract as an independent contractor and not as an employee, partner, 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

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 should 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.

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 internationally accepted general principles of law and by the terms of the present 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 this Agreement affects the privileges and immunities enjoyed by 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.

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 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.

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*



Code of Conduct for Suppliers

Field Procurement Unit
Manila Administrative Centre, Manila Philippines

IOM is strongly committed in observing the highest ethical standards in all its procurement activities. As such, this Code of Conduct for Suppliers has been prepared to provide clear summary of IOM's expectation from the suppliers in all procurement dealings, ensuring that internationally recognized procurement ethics are followed. Transparency and accountability should be strictly adhered to in all procurement activities.

IOM procurement ethics focuses on **zero tolerance on corruption, avoiding any form conflict of interest and honest representation of supplier's capabilities.**

Suppliers are strongly urged to familiarize themselves with this Code of Conduct to ensure successful working relations with IOM.

Policy on Corruption and Position on Conflict of Interest

IOM expects all contracted suppliers and companies seeking to sell goods or services to conduct their business in accordance with the highest ethical standards. Suppliers or potential suppliers must strictly comply with all rules and regulations on bribery, corruption and avoid unacceptable business practices. Hence suppliers are expected to observe the following:

- Shall not, directly or indirectly, offer to any IOM Staff money, goods or a service as a consideration or in expectation of a favorable decision, information, opinion, recommendation, vote or any other form of favoritism which qualifies as a corruption;
- Shall not directly or indirectly, offer, give or agree or promise to give to any IOM staff any gratuity for the benefit of/or at the direction or request of any Staff of IOM;
- To immediately inform the IOM Head of Office in the event that any Staff of IOM solicits or obtained or has made an attempt to obtain gratification for himself/herself or for any other persons.
- To immediately declare if any of the Company's staff and/or officers had or have any relative employed with IOM. Failure to make such declaration shall be construed as a conflict of interest and might result in the exclusion of the supplier from present and future procurement activities and/or other legal action as deemed fit by the Organization.



Code of Conduct for Suppliers

Field Procurement Unit
Manila Administrative Centre, Manila Philippines

Representation from Suppliers

IOM expects all its suppliers to honestly declare and warrant that:

- It will comply with all rules, regulations and statutory requirements relating to the provision of the products/ services to IOM;
- It will not act in concert with other suppliers or agents when participating in a bid;
- It is a duly authorized/certified provider of the supplied products/services and shall not, expressly or impliedly hold itself out to be an agent/representative of a third party provider of the same products/services;
- It will only supply products that are certified to be of merchantable and satisfactory quality;
- The supplier possesses the necessary capabilities, equipment and suitable place of business to perform its obligations;
- It shall not contract out or subcontract or outsource any portion of the products/services unless prior written consent from IOM has been obtained; and
- It shall maintain the highest standards of integrity and quality of work at all times.

Applicability of the Code of Conduct

This Code of Conduct shall apply to all Suppliers, sub-contractors and to other entities acting on behalf of them (with approval of IOM).

Monitoring compliance to the Code of Conduct

To facilitate the monitoring of suppliers' compliance with this Code of Conduct, IOM expects suppliers to:

- Develop and maintain all necessary documentation to support compliance with the described standards; such documentation must be accurate and complete;
- Provide IOM's representatives with access to relevant records, upon IOM's request;
- Allow IOM's representatives to conduct interviews with the supplier's employees and with management separately;



Code of Conduct for Suppliers

Field Procurement Unit
Manila Administrative Centre, Manila Philippines

- Allow IOM's representatives to conduct announced and unannounced site visits of supplier locations; and
- Respond promptly to reasonable inquiries from IOM's representatives in relation to the implementation of the Code of Conduct.

Secure Communication Channels

IOM has established a secure communication channel to enable the suppliers to raise their concerns confidentially and responsibly. If the supplier has questions about the Code of Conduct or wishes to report a questionable behavior or possible violation of the Code of Conduct, the Supplier is encouraged and should contact IOM Field Procurement Unit at email address fpu@iom.int or at:

IOM Manila Administrative Centre
Field Procurement Unit
28th Floor Citibank Tower
8741 Paseo de Roxas, Makati City 1226, Philippines

IOM will not tolerate any retribution or retaliation by anyone against a concerned Supplier who has, in good faith, sought out advice or has reported questionable behavior and/or a possible violation. IOM will take disciplinary action up to and including termination of contract for anyone who threatens or engages in retaliation, retribution or harassment of the concerned individual. Identities and contents of all information or complaints will be treated strictly confidential.

SANCTIONS

Breach of the Code of Conduct may result in actions being invoked against that supplier, in addition to any contractual or legal remedies. The actions applied will depend on the nature and seriousness of the breach and on the degree of commitment shown by the supplier in breach to its obligations under the Code of Conduct. The range of actions available to be imposed on the supplier includes but is not restricted to the following:

- Formal warnings – that the continued non-compliance will lead to more severe actions;
- Disclosure of nature of breach to all IOM subsidiaries and associate companies;
- Immediate termination of contract, without recourse;



IOM • OIM

Code of Conduct for Suppliers
Field Procurement Unit
Manila Administrative Centre, Manila Philippines

Acknowledgement and Acceptance to be submitted together with VIS (Vendor Information Sheet)

This is to certify that I have fully read the Supplier's Code of Conduct attached. Having fully read and understood the completed requirement of this Supplier's Code of Conduct, I hereby commit myself and my company to serve this Code of Conduct and to fully comply with all of its principles. I also certify that I am authorized by my company to sign and accept this document in its behalf.

Supplier: _____
Address: _____
Representative: _____
Signature: _____
Date: _____



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

VENDOR INFORMATION SHEET

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. _____

email 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

Manufacturer Authorized Dealer Information Services

Wholesaler Retailer Computer Hardware

Trader Importer Service Bureau

Site Development/ | Consultancy | 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 _____



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VENDOR INFORMATION SHEET

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/Tel. No./Email
_____	_____	_____
_____	_____	_____
_____	_____	_____

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
_____	_____	_____
_____	_____	_____
_____	_____	_____

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



REQUIREMENTS CHECK LIST

Please submit the following documents together with the Information Sheet:

No.	Document		
		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	List of Offices		
7	Quality and Safety Standard Document / ISO 9001		
8	List of all contracts entered into for the last 3 years (indicate whether completed or ongoing) *		
9	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		

** 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

