

REQUEST FOR PROPOSALS

(PROCUREMENT OF SERVICES)

For Simple Assignments

SERVICES FOR

*Setting up the system of e-document circulation
for the State Migration Service of the Republic of Azerbaijan*

Prepared by



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

*Baku, Azerbaijan
03 April 2017*

REQUEST FOR PROPOSALS
RFP No.: *AZ-002-2017*

Mission: *Republic of Azerbaijan*

Project Name: *Consolidation of Migration and Border Management Capacities in Azerbaijan*

WBS: *TC.0663.AZ10.54.11.002*

Title of Services: *Setting up the system of e-document circulation for the State Migration Service of the Republic of Azerbaijan*



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Request for Proposals

The International Organization for Migration (hereinafter called **IOM**) intends to hire Service Provider for *Setting up the system of e-document circulation for the State Migration Service of the Republic of Azerbaijan* for which this Request for Proposals (RFP) is issued.

IOM now invites Service Providers/ Consulting Firms to provide Technical and Financial Proposal for the following Services: *Development of the electronic database of the documents/applications received by the SMS; Development of the software to enable the secure circulation of documents in accordance with the internal regulations of the SMS.* 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 through e-mail to bakutender@iom.int - on or *before 03 May 2017, 18:00, Baku time*. 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

Ilham Kazimov

Procurement / Logistics Coordinator
[International Organization for Migration \(IOM\)](#)

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

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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 it is specified in Item 4.3. 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 IV. 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 any thing of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
 - Fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a

- contract, to obtain a financial gain or other benefit to avoid an obligation;
- Collusive practice is an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefit;
- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract

3. Conflict of Interest

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

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

4. Clarifications and Amendments to RFP Documents

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

4.2. Service Providers/ Consulting Firms may request for clarification(s) on any part of the RFP. Only the request for clarifications must be sent in writing or by standard electronic means and submitted to IOM at the address nmurshudli@iom.int in CC: ikazimov@iom.int at least *7 (seven) calendar days* before the set deadline for the submission and receipt of Proposals. IOM will respond in writing or by standard electronic means to the said request and this will be made available to all those who acknowledged the RFP without identifying the source of the inquiry.

5. Preparation of the Proposal

- 5.1 A Service Provider/ 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 deems 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.¹
 - 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 *one year*, preferably working under conditions similar to those prevailing in the country of the assignment.
- 6.2 The Technical Proposal shall provide the following information using the attached Technical Proposal Standard Forms TPF 1 to TPF 6 (Section III).

¹ This clause shall be included/revised as deemed necessary

- 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. The work plan should be consistent with the work schedule (TPF-7)
- 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 one year.
- 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.

6.3 The technical proposal shall not include any financial information.

7. Financial Proposal

7.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP. The Financial Proposal shall follow the Financial Proposal Standard Forms FPF 1 to FPF 4 (Section IV).

7.2 The Financial proposal shall include all costs associated with the assignment, including (i) remuneration for staff (FPF-4) (ii) reimbursable expenses (FPF-5) such as indicated on the page 25. If appropriate, these costs should be broken down by activity. All items and activities described in the Technical proposal must be priced separately; activities and items in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.

7.3 The Service Provider/ Consulting Firm may be subject to local taxes on

amounts payable under the Contract. Taxes shall not be included in the sum provided in the Financial Proposal as this will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.

- 7.4. Service Providers/ Consulting Firms shall express the price of their services in USD without VAT.
- 7.5. The Financial Proposal shall be valid for *90 days*. During this period, the Service Provider/ Consulting Firm is expected to keep available the professional staff for the assignment². 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. Official email for submission will be bakutender@iom.int and Format of proposals must be PDF files only.
- 8.3. Financial proposal should be password protected; password must not be provided to IOM until it's requested by an email; only bidders that pass the technical evaluation will be asked for password.
- 8.4. Recommended Max. File Size per transmission is 5 Mb; Mandatory subject of email: "RFP No.: AZ-002-2017"; Time Zone to be Recognized: local Baku time
- 8.5. Any Proposal submitted by the Service Provider/ Consulting Firm after the deadline for receipt of Proposals prescribed by IOM shall be declared "Late".
- 8.6. The BEAC has the option to review 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.

² For this purpose, the Mission may have the option to require short-listed Consultants a bid security.

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 *30 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 system³. Each responsive proposal shall be given a technical score (St). The proposal with the highest score or rank shall be identified as the Highest Rated/Ranked Proposal.
- 10.3 A proposal shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the minimum technical qualifying score which is *70%*.
- 10.4 The 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:	<i>0 - 10</i>
At least one software development project similar by Methodology, size and complexity completed successfully during the last year	<i>10</i>
No project completed	<i>0</i>
(ii) Adequacy of the proposed methodology and work plan in response to the Terms of Reference:	
a) Technical approach and methodology	<i>15</i>
b) Work plan	<i>10</i>
c) Organization and staffing	<i>5</i>
Total points for criterion (ii):	<i>30</i>
(iii) Key professional staff qualifications and competence for the assignment:	
a) Business Analysts	<i>20</i>
b) Implementation Specialist	<i>10</i>
c) Backend Developer	<i>10</i>
d) Frontend Developers	<i>10</i>
e) Database Developer	<i>10</i>
Total points for criterion (iii):	<i>60</i>

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 | <i>30%</i> |
| 2) Adequacy for the assignment | <i>50 %</i> |

³ The criteria, sub criteria and point system may vary depending on the requirement of the Mission

3) Experience in region and language 20%

Total weight:

100%

The minimum technical score S_t required to pass is: 70 Points (70 %)

- 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 the password for their financial proposal is not required
- 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 :

$$Sf = 100 \times F1 / F$$

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 weights⁴ (T = the weight given to the Technical Proposal = 0.80; F = the weight given to the Financial Proposal = 0.20; 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. The expected date and address for contract negotiation is *June 12, 2017 at IOM Baku, Yashar Husseyinov 18, Baku, Azerbaijan.*
- 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.

⁴ May vary depending on the requirement of the Mission; normally, weight assigned to Technical is .80 and .20 for the Financial.

- 12.6 The negotiations shall conclude with a review of the draft form of the Contract which forms part of this RFP (Section VI). To complete negotiations, IOM and the Service Providers/ 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 if RFP was not manually submitted - delivered by hand.
- 13.2 The Service Provider/ Consulting Firm is expected to commence the assignment on June 19, 2017.

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.
- 14.1.2 Since all information contained in the components of the system of the State Migration Service (SMS) of the Republic of Azerbaijan is considered as a state security, SMS requests the winner company to sign an additional commitment document with IOM on security and confidentiality.

Section II – Technical Proposal Standard Forms

TPF-1: Technical Proposal Submission Form

[Baku, Date]

To: Chairperson of the BEAC

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

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

			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>												
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th h	11th h	12th h	
1														
2														
3														
4														
5														

B. Completion and Submission of Reports

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

Section III. Financial Proposal - Standard Forms

FPF-1: Financial Proposal Submission Form

[Baku, Date]

To: Chairperson of the BEAC

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)		
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		
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-8.

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.		

¹ Names of activities (phase) should be same as, or corresponds to the ones indicated in Form TPF-8.

² Short description of the activities whose cost breakdown is provided in this Form.

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:

Section IV. Terms of Reference

IOM is an inter-governmental organization with 166 Member States and 8 states holding Observer status. Since 19 September 2016, IOM is part of the UN system as a related organization. IOM presence in Azerbaijan dates back to 1996. IOM has been implementing a variety of projects in line with its mission to assist the Government of Azerbaijan in meeting the operational challenges of migration, advance understanding of migration issues, encourage social and economic development, and uphold the human dignity and well-being of migrants. On 1st September 2014 IOM started the implementation of the project “Consolidation of Migration and Border Management Capacities in Azerbaijan (CMBA)” funded by the European Union and co-funded by BP and Co-venturers. The aim of this project is to enhance the capacities of Azerbaijani authorities in the area of migration and border management in line with relevant EU-Azerbaijan Agreements, in particular the Visa Facilitation and Readmission Agreements.

Summary of the Action

The IOM invites eligible bidders to submit proposals for setting up the system of e-document circulation within the State Migration Service. The IOM will carry out the bidding process to identify service provider(s) for development of the electronic database of the documents/applications received by the SMS and development of the software to enable the secure circulation of documents in accordance with the internal regulations of the SMS.

Purpose

This system is designed for the introduction of the electronic record keeping concept at the State Migration Service. The concept intends to automate the internal management process of incoming documents to the SMS, letters, applications and interagency correspondences. The proposed software should apply functions for formation of the organizational structure, distribution of documents on the basis of the structure, appending instructions and management through the system. Electronic document management should be prepared based on information available at IMIS system. Also, the management of interagency information exchange should be provided without making fundamental changes in the architecture of the IMIS system.

The General Concept of the System

The electronic document management system to be applied in the head offices and the regional offices of the State Migration Service should be developed based on web technologies. This means that:

1. The full system’s functionality will appear in an Internet browser (e.g., Internet Explorer / Edge / Chrome / Firefox)

The purpose of the Mission

In order to make the Electronic Document Circulation System to be successful, the process of resolving certain issues will include the following requirements:

1. Requirements to develop the Electronic Document Circulation System components.
2. The workflow requirements for receipt, registration, distribution as intended and execution of documents.
3. Applications module requirements
4. Internal and external correspondences module requirements.
5. Organizational Structure, staffing table and users components requirements.
6. Safety, the system's use by authority and Administrator components requirements.
7. Internal system notifications preparation requirements.

Functional Requirements

Requirements for organizational structure management, users creation and management

Identification	Requirements	Type
FR-1	Creating users should be performed by an authorized user.	Must
FR-2	Access to the “Electronic Document Circulation” (hereinafter, the System) software should be through electronic signatures (hereinafter, e-signatures) (users that have no e-signatures must log in with a login and password). For e-signatures, the signatures issued by the MCHT should be used.	Must
FR-3	Organizational structure should be prepared in accordance with the SMS staff.	Must
FR-4	Staff structure should be manageable. An authorized user should be able to make additional changes and deletions.	Must
FR-5	The timesheet forms should be kept in memory permanently.	Must
FR-6	Users should be taken on to the staff in accordance with their tasks and should be replaceable.	Must
FR-7	Staff-based division of user powers should be conducted.	Must
FR-8	Freezing and re-activation of users’ option should be available.	Must
FR-9	Also, the full powers of the system should be usable separately by State Migration Service of Nakhchivan Republic. However, documents should be carried out separately as of the two authorities. Connection between the two authorities mustn’t be the case.	Must
FR-10	Options to create user roles based on authorization groups should be available. The roles should be assigned to users in accordance with the position of the user.	Must

The requirements for workflow of document types

Identification	Requirements	Type
Feed documents into the system		
FR-11	Electronic Document Circulation should be developed on the basis of the information available on IMIS system.	Must
FR-12	Interagency exchange of information should be managed without any fundamental changes in the architecture of the existing IMIS system.	Must
FR-13	Scanned copies of the documents received by the SMS should be fed into the system.	Must
FR-14	Documents included in the system should be separated according to their forms and types. Authorized user should be able to amend and revise document forms and types.	Must
FR-15	The scanning function of documents should be carried out by means of software and not depend on operating system.	Must
FR-16	The execution periods of documents based on their criteria should be predefined. (Can be changed by an authorized user)	Must
FR-17	<p>The following information should be entered while a document is fed into.</p> <ul style="list-style-type: none"> • Access number – a number given to the document by the system during registration. Filled in automatically by the system. (To be manageable by Admin. E.g. 01/1111: 05-25454: A1/123456) • Access date - the date of document registration in the system should be displayed. (Access date cannot be previous and consecutive to the current date) (need for inclusion on different date should be manageable by admin). • Document sender – information about the agency or person who sent the letter is displayed by selecting from relevant query system (the user should be able to add it) • Date and number of the document • Application form should be selected from the query system. • Person or structural unit that to receive the document - the initials of addressed letter should be displayed by selecting from the query system • Document summary • Number of pages • Appendix - the number of pages in the appendix of document should be displayed. • Access level –one of the available access levels should be displayed by selecting from the query system. (Urgent, normal etc. should be manageable by admin.) • Note - user-defined text to explain a relevant accessory should 	Must

Identification	Requirements	Type
	<p>be displayed.</p> <ul style="list-style-type: none"> Documents received from physical and legal entities should be searchable by IMIS-IADSS-ATIS systems and information should be merged to application. 	
FR-18	During document re-registration, option to merge with other documents should be available.	Must
FR-19	The option to search and merge previous applications should be available.	Must
FR-20	In case a document is related to any person, the option to enter the person's identification data should be available.	Must
FR-21	For entries and queries related to persons, available IMIS should be used.	Must
FR-22	Applications received to info@migration.gov.az and the web page should be able to directly be included in the system.	Must
The requirements for document distribution		
FR-23	Documents received from an authorized user should be shareable.	Must
FR-24	Document submitted to management must have an endorsement option. (Endorsement can be changed by the Manager)	Must
FR-25	Relevant documents must have option to be forwarded directly to heads of structural units.	Must
FR-26	Distribution planning by an authorized user should be available. (According to document format, type and other criteria)	Must
The requirements for initiating the workflow of documents by means of endorsement		
FR-27	Endorsement by the Head of Service should be appendable to the Deputy Head of Service or chief executives of structural units.	Must
FR-28	Endorsements can be appended to a few persons.	Must
FR-29	In endorsements, main and auxiliary executors should be separable.	Must
FR-30	When endorsements are appended, template expressions or manual entry options should be available. (Template expressions should be supplemented by an authorized user.)	Must
FR-31	The document execution period may be reduced by the service management.	Must
FR-32	Heads of the structural units should be able to append endorsements only to employees of own units.	Must
FR-33	The system should have an appointment ad interim option.	Must
Requirements for documents execution in the system		
FR-34	After executive authorized user becomes familiar with document contents, should be able to prepare a letter via the system. (There should be an option to prepare and enter special form financial or application blanks on the computer).	Must
FR-35	Head of structural unit should be able to application for appending endorsement or obtaining a visa to a document.	Must

Identification	Requirements	Type
FR-36	Head of structural unit should be able to send document to receive comments on it from the Deputy Heads of the Service.	Must
FR-37	The Executor should be able to application to own manager to change an endorsement.	Must
FR-38	The Executor should be able to application to own manager to extend the execution period.	Must
FR-39	Documents sent for review should be executed by executors by using template expressions.	Must
FR-40	A document prepared by executor should be presented to management in hierarchical manner.	Must
FR-41	If any need to change, manager must have option to return it back or confirm.	Must
FR-42	If the respond to document is approved by the management, the document should be published by authorized user and presented to the management.	Must
FR-43	Dates and numbers of documents presented for signing should be printed by the system.	Must
FR-44	Management mustn't be able to intervene in documents approved for signing.	Must
FR-45	Behind the second copies of documents presented to management, positions and signatures of the persons that provided opinion and visa should be printed.	Must
FR-46	Document must also be signed by electronic signature.	Must
FR-47	A letter sending option should be available for executors.	Must
FR-48	Document created by executor shall be presented to management hierarchically.	Must
FR-49	Authorized users should be able to trace entire operations and the current status of document.	Must
FR-50	Printing of document from the system should be performed by using Duplex printing device. (Behind the document on executor, information and means of communication should be noted.)	Must
FR-51	If executor has a delayed document to execute, a relevant notification shall be displayed to him. After entering certain information to the notification, the execution of other documents can be continued.	Must
FR-52	Document flow should be traceable.	Must
FR-53	The cases stipulated in legislation should be followed while preparing the document.	Must
FR-54	Management of template letter form should be performed by an authorized user.	Must
FR-55	Executors should be able to see only their own documents.	Must
FR-56	Relevant statuses should be available in accordance with incoming documents.	Must

Identification	Requirements	Type
Requirements for Applications and Correspondences Module		
FR-57	Components of the system of receiving applications made by other authorities and citizens to the SMS should be prepared.	Must
FR-58	Applications should be executed as part of the electronic document management system.	Must
FR-59	Based on application types, transfer of documents by the system to pre-defined executors should be provided.	Must
FR-60	Execution of applications received from E-Services portal must also be included in execution process within document management.	Must
FR-61	The components of internal communications module between the SMS departments should be prepared. <ul style="list-style-type: none"> • Service Letter • Request • Report • Order (etc.) 	Must
FR-62	Internal correspondence types should be manageable by authorized user.	Must
FR-63	A sent letter component should be prepared in order to manage letters sent by the SMS to other organizations.	Must
FR-64	Execution and approval of outgoing letters should be maintained hierarchically based on the SMS structure.	Must
FR-65	Agreeing and approval mechanism for outgoing letters should be prepared.	Must

Other Requirements

Identification	Requirements	Type
FR-66	While filling in information, an option for verification of boxes should be available.	Must
FR-67	In order to obtain information about relevant documents, the electronic information resources (web-services, databases, information retrieval systems, registries and other information resources) maintained by public authorities should be used.	Must
FR-68	Information in the “Last Name”, “Name”, “Patronymic” boxes should be marked in capital letters.	Must
FR-69	All users operations should be saved as history.	Must
FR-70	All incoming information should be searchable.	Must
FR-71	Incoming documents should be distinguished by colors based on their status.	Must
FR-72	At the time of the operations by all users, the operation period should be notified.	Must
FR-73	If necessary, additional information entry option should be maintained by an authorized user.	Must

Identification	Requirements	Type
FR-74	In "Date" type boxes, the date should be noted by "Pop-up Calendar".	Must
FR-75	And while writing, format adjustment in certain types of boxes should be made automatically.	Must
FR-76	"E-mail" should be checked in accordance with the format.	Must
FR-77	In the "Document number" box, only entering numbers and letters should be available.	Must
FR-78	Comparison of linked dates should be made automatically.	Must
FR-79	In adjusted boxes, letters should be written in capital letters automatically.	Must
FR-80	If any box is not filled in correct format and not written in required international language, a warning should be made in this regard and the box should be highlighted with a warning color.	Must
FR-81	If one or more boxes that are required to fill in are not filled, a warning should be made in this regard.	Must
FR-82	Within authorization to be given to users, an option to revise and delete information should be available.	Must
FR-83	Information on entry of application and making any revision to application by user should be audited.	Must
FR-84	All operations made application should be audited.	Must
FR-85	User should have opportunity to revise own personal data.	Must
FR-86	To view list of applications by search results should be available. To review in detail each application in the list should be available. The "detailed review" window should enable the operator to view all the application-related information.	Must
FR-87	The document types should be managed dynamically by an authorized user. To add new document types should be available.	Must
FR-88	To distribute a document among predefined group of executors by the system should be available.	Must
FR-89	To establish a group of executors by an authorized user based on predefined criteria should be available.	Must
FR-90	Cross-system notices should be made. The notices should be displayed in working window of a relevant executor with the change of document status during implementation process. <ul style="list-style-type: none"> • A new document entered. • There's document awaiting approval. • The document was executed by the executor. • Etc. 	Must
FR-91	During execution of document, workflow should be displayed visually.	Must
FR-92	Number of clicks in the system should be minimized and excess operations should be avoided.	Must

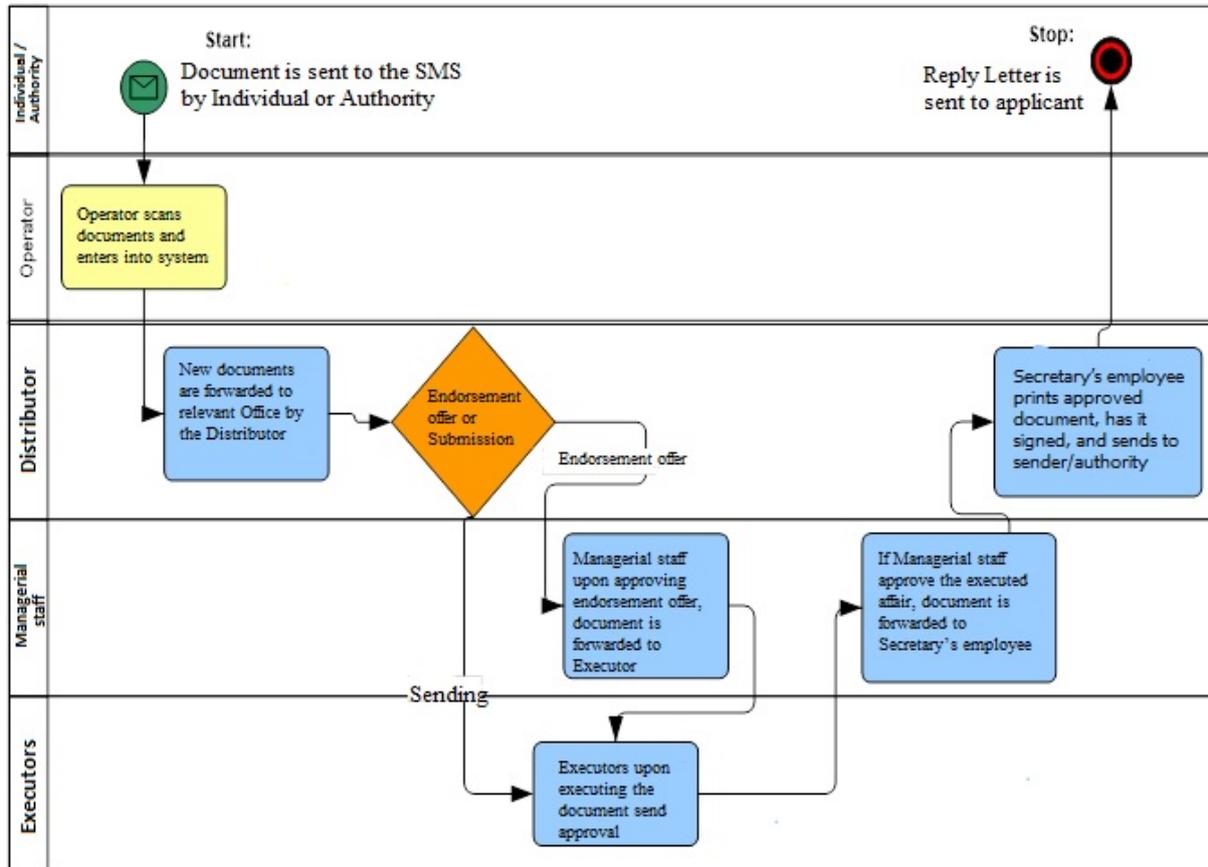
Identification	Requirements	Type
FR-93	In accordance with legislation requirements, cases such as of the preparation of audit journal should be executed in the system.	Must
FR-94	Archiving and archive management component should be developed by provider. The archive management should be done with Barcode.	Must
FR-95	Provider should prepare an analytical reports component as part of Electronic Document Management System.	Must

The System Users

Actors	Description	Use Cases
Operator	An SMS employee who enters documents into the system.	1. To enter documents into the System
Distributor	An SMS Secretariat employee who redirects documents fed into the system to executors and executive staff on the basis of their appointment	1. Send endorsement proposal to chief of service and deputies for incoming documents 2. Send endorsement to office / head office management for incoming documents 3. Approval and publication of the works completed.
Executive Staff	Service, offices, head offices and department heads based on the SMS structure	1. N/A
Executor	SMS employee to execute application.	1. N/A
Administrator / Admin	System administrator	1. N/A

Workflows

Workflow-1: Registration and execution of incoming document into Electronic Document Circulation System



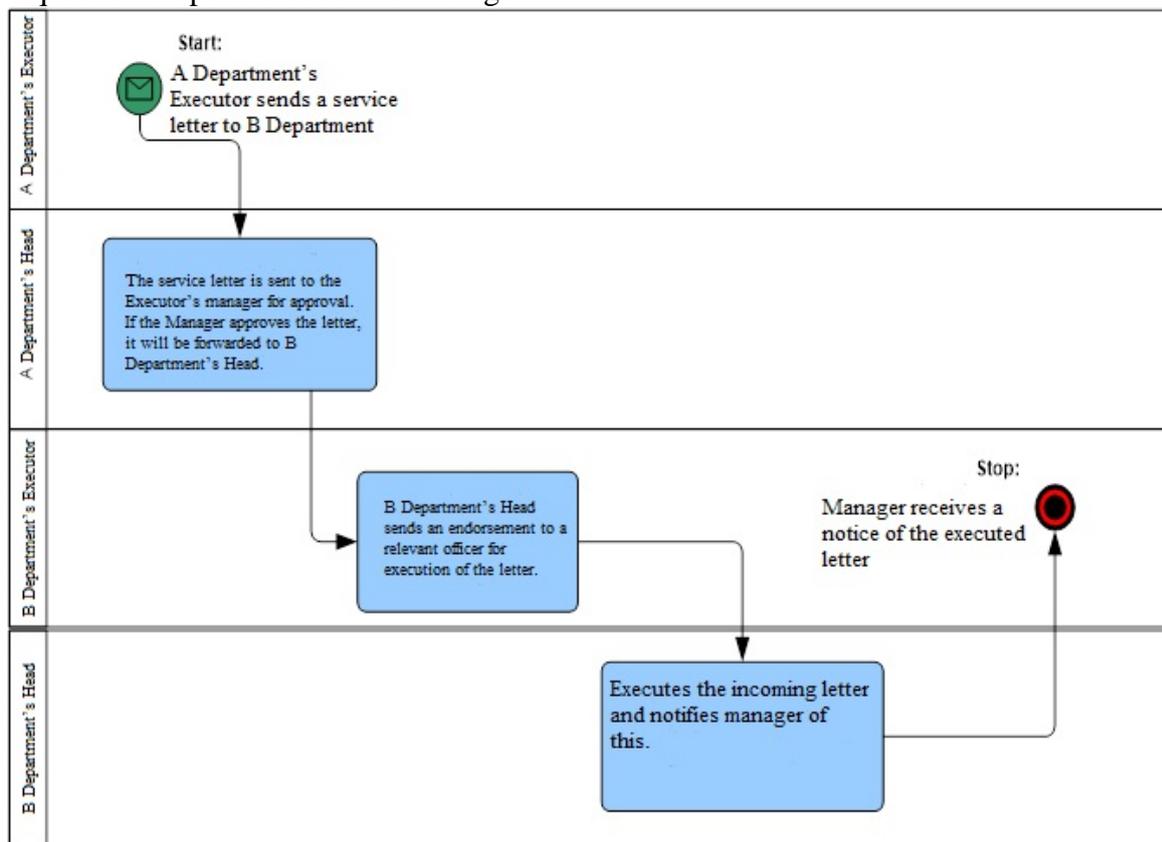
Work steps:

- Document is received by the General Department of SMS.
- Clerical operator enters document into the system.
- Document entered into the system is displayed in the Webpage of a Secretariat's employee who has authority to distribute the document.
- The distributor forwards the document to the management for endorsement or directly to department heads for the purpose intended.
- The management approves the document and sends endorsement to a relevant department head.
- The head of department sends the document to relevant executors by endorsement.
- Executors execute the document and prepare a response letter. The executed document goes to manager for approval.
- The document is approved by managers according to organizational hierarchy.
- Approved document is displayed in the distributor's webpage.
- The distributor prints the document. The printed document upon signature by manager is sent to the sending authority/person of the document as a mail.

* Manager can also return the document to executor for relevant change.

Workflow-2: Internal correspondence

When carrying out interagency correspondences, this module is used for a service letter, request or a report to be sent to manager.

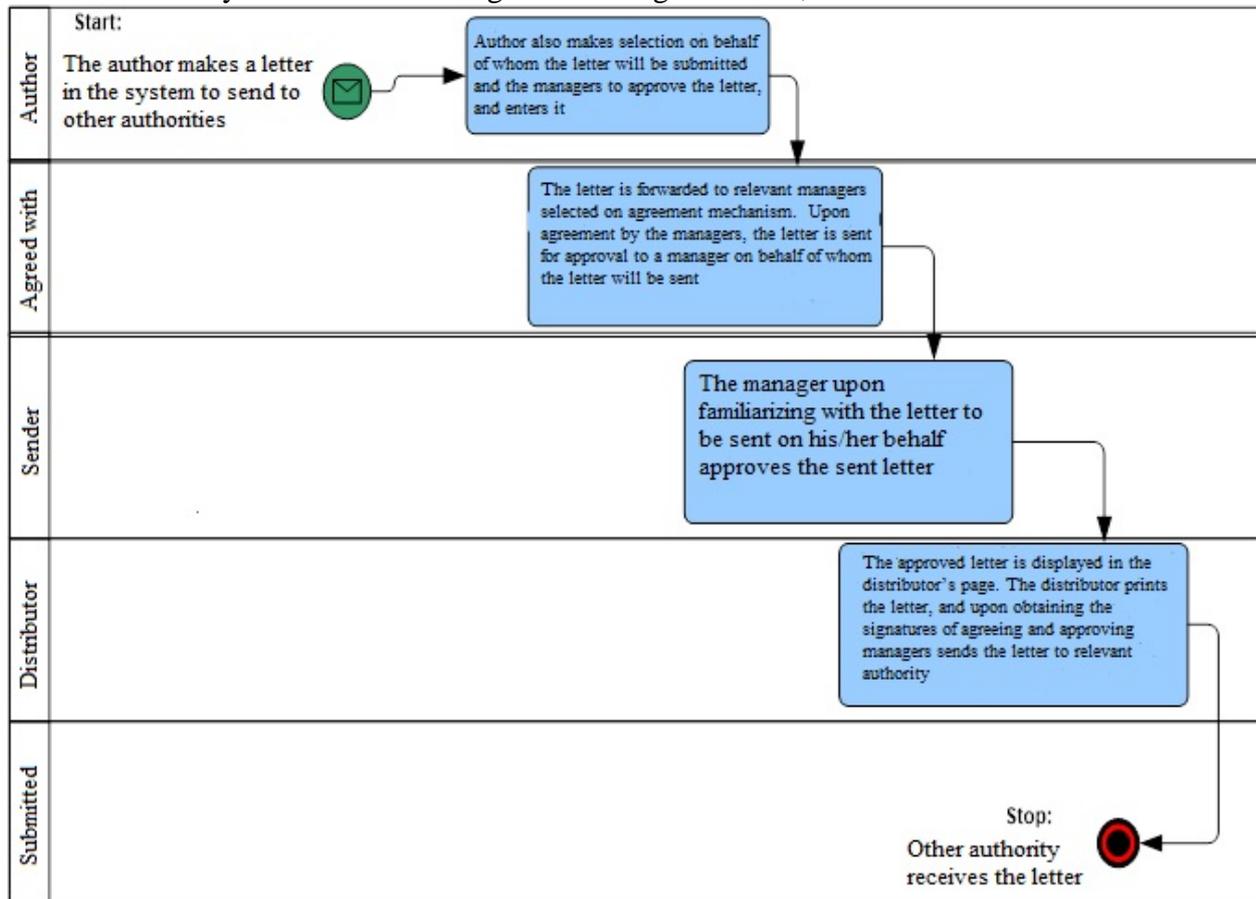


Work steps:

- When an employee of one department sends a service letter to another department, he/she writes a letter in the system.
 - Executor sends the service letter to the other department's head on behalf of own head of department.
 - A newly created letter is displayed in the page of the head for approval. The head receives notification in this regard.
 - Upon the head's approval, the service letter is forwarded to other department head.
 - The other department's head sends endorsement to own employee for the execution of the service letter.
 - The other department's appropriate executor upon executing the letter sends a notification to his/her manager.
 - Afterwards, the manager:
 - o Can write a new service letter.
 - o Can write a report to management staff.
 - o Can end the process.
- * Manager can also return the executed document to executor for relevant change.

Workflow-3: Outgoing letter

For letters sent by the SMS to other agencies or organizations, this module is used.



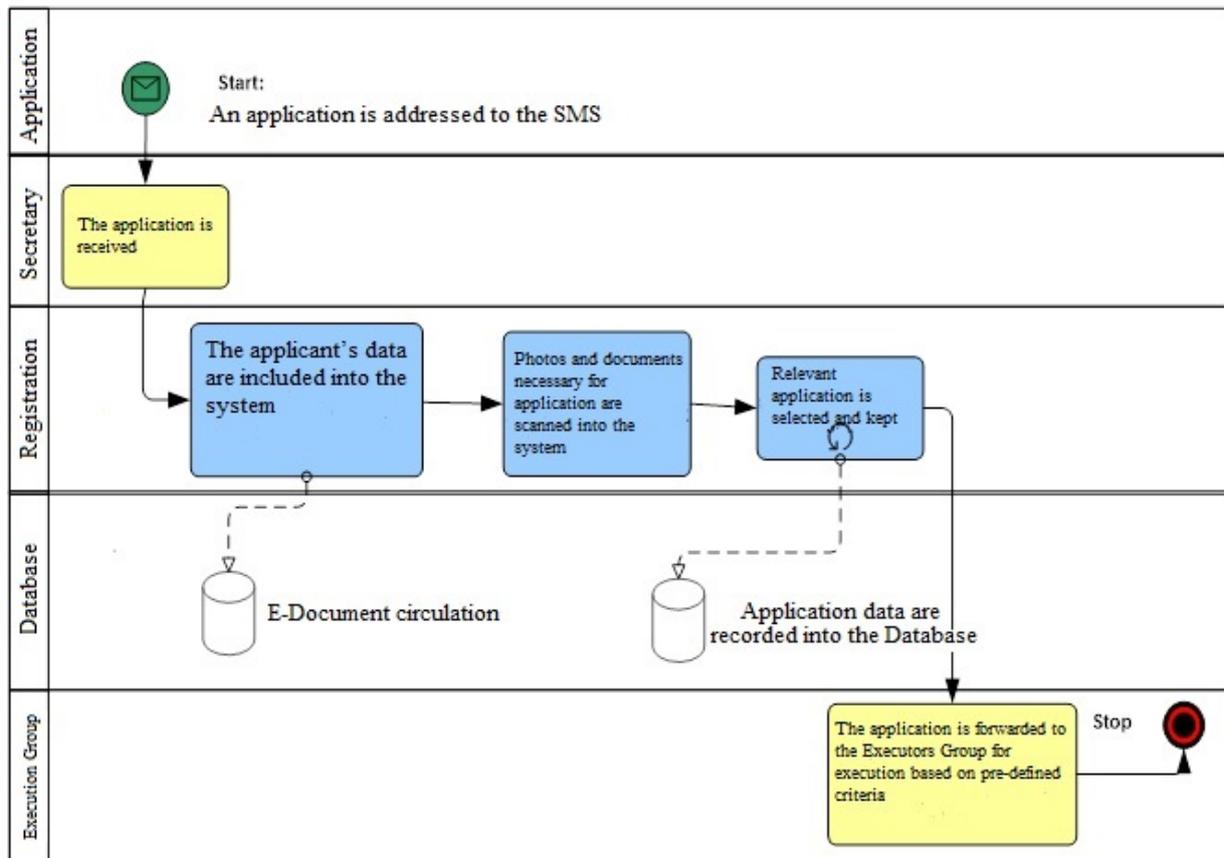
Work steps:

- An SMS employee creates a letter in the system to address it to another body or organization. In such case, the author should make selection on behalf of whom the letter will be sent and with what manager it will be agreed.
- The created letter is displayed in the pages of relevant managers for the consent and approval of the managers in hierarchical way.
- Upon the approval process of the managers, the letter is displayed in the distributor's page. Also the distributor receives a notification in this regard.
- The distributor prints the letter and has it signed by the managers that gave their agreement and confirmation.
- The signed letter is sent to relevant authority/entity.

* The agreement mechanism is carried out based on authority hierarchy.

* Manager can also return the executed document to executor for relevant change.

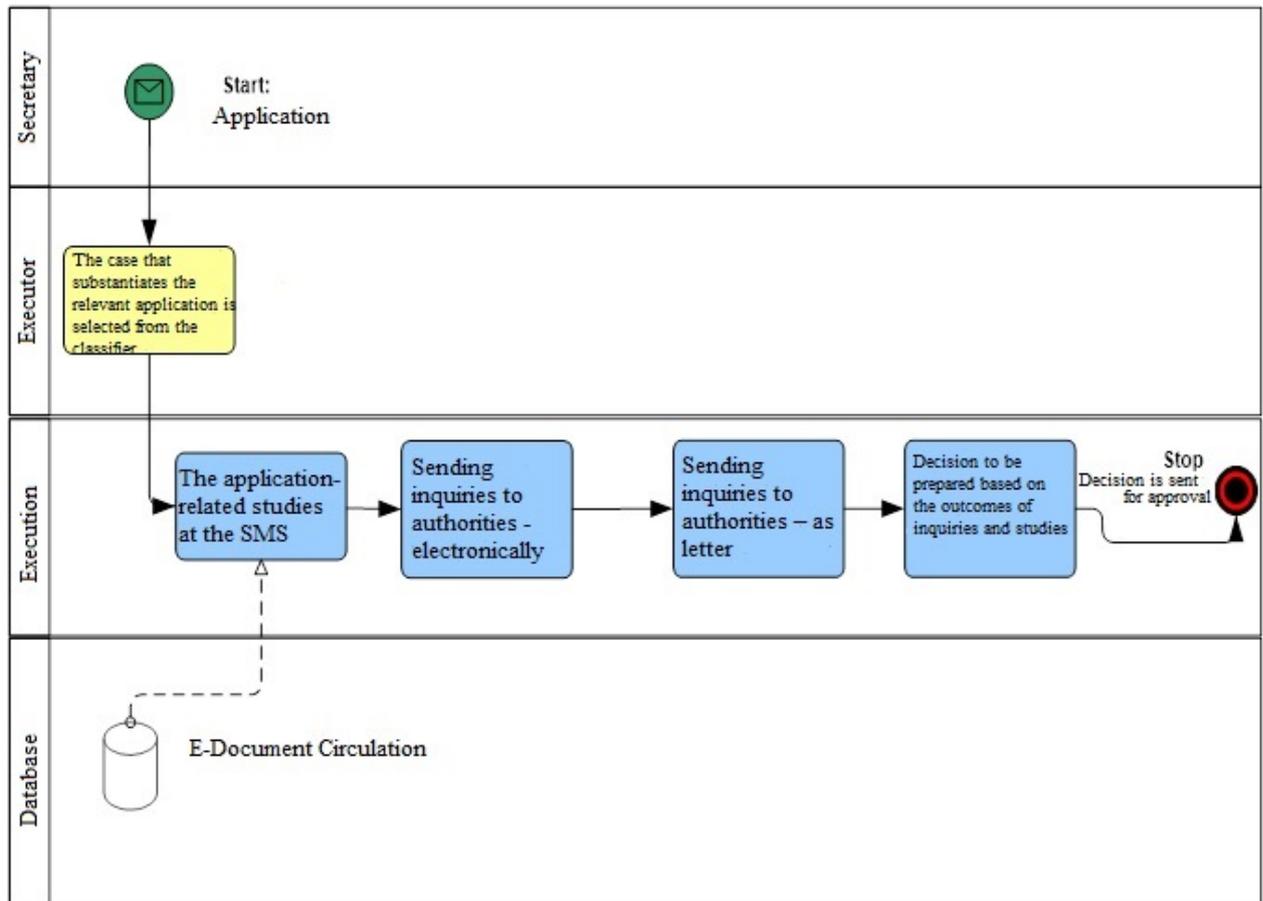
Workflow - 4: Receipt of applications



Work steps:

- An application is addressed to the SMS.
- The Secretariat employee accepts the application and carries out relevant registration in the system.
- In the registration process, the person's card is prepared, and the data are verified at IMIS and IADSS.
- In cases of repeated applications, the identification of persons and documents is carried out.
- If other data required for the application of are not available in the system, the data are scanned into the system.
- The relevant type of application is selected and the registration is saved to memory.
- Application saved to memory based on pre-defined criteria is forwarded to relevant executive team.

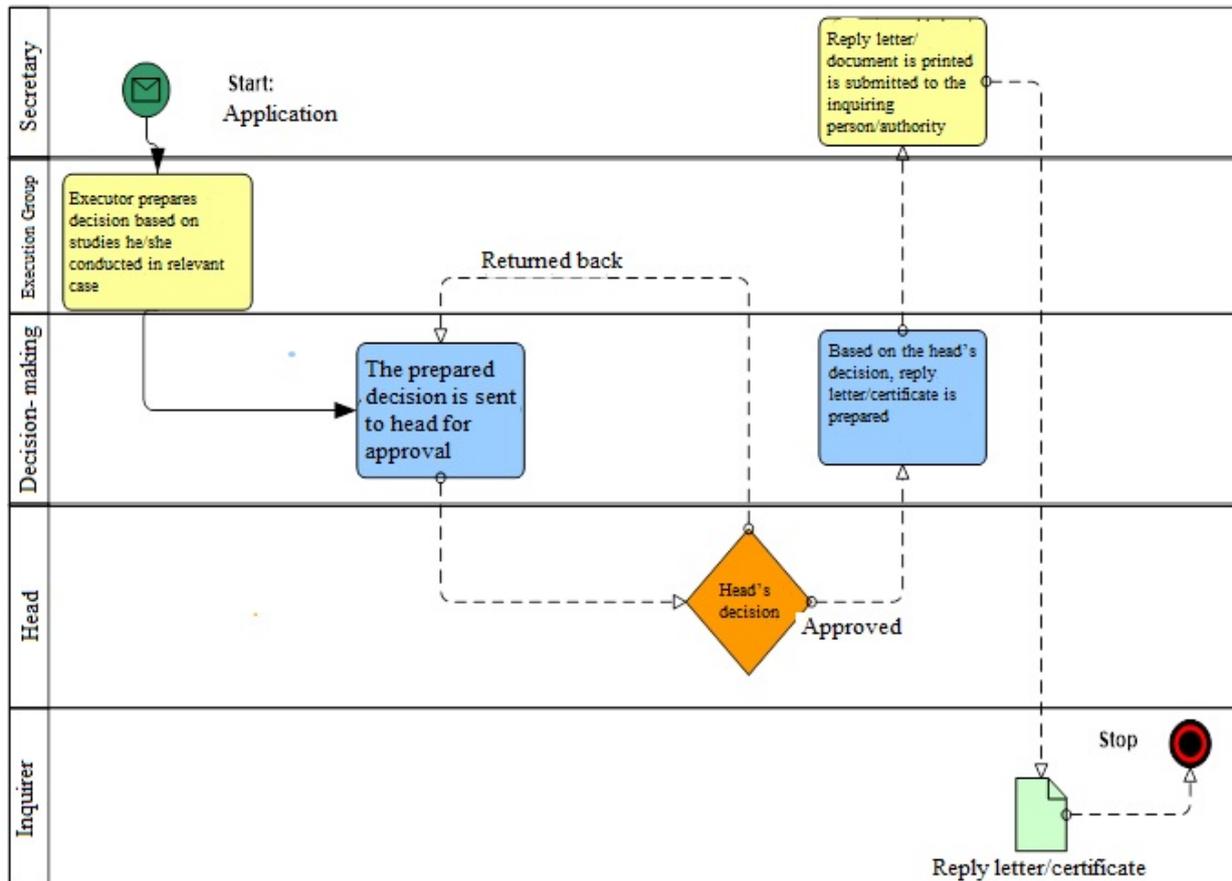
Workflow - 5: Execution of applications



Work steps:

- After the application is forwarded to a relevant executive team, the executive team commences the execution process of the application.
- The application is reviewed internally by the SMS.
- If other information is necessary from other agencies for execution of the application, inquiries are sent to those agencies. The inquiries are made either electronically or as a letter.
- Based on the results of inquiries and of studies made, a decision is prepared for application.

Workflow - 6: Decisions made to applications

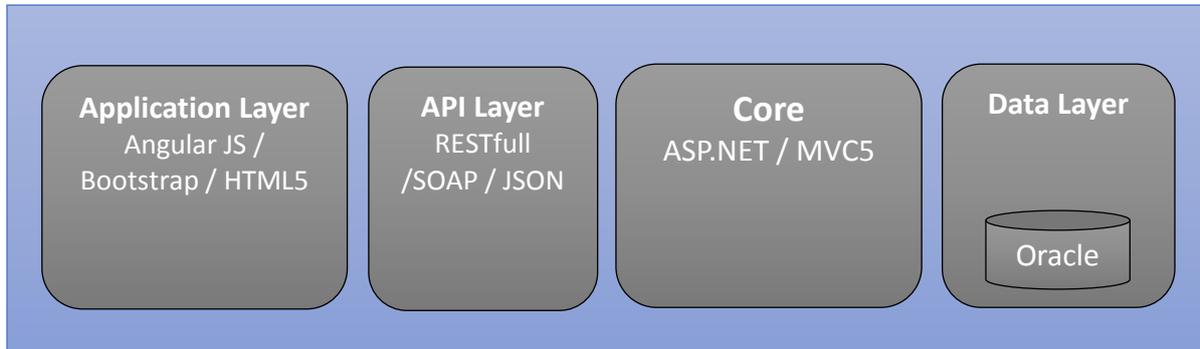


Work steps:

- Decision prepared according to the results of the studies on applications is sent to manager for approval.
- The manager can confirm or reject the decision.
- Upon the manager's approval, the following can be done concerning the application:
 - o Response letter can be prepared.
 - o Certificate can be prepared.
- The prepared response letter / certificate is sent to the applicant.

Technical Requirements

Server-side	Asp.NET MVC 5, Web API
Client-side	Bootstrap 3, AngularJS
Database	Oracle Database 11gR2



Requirements of non-functional system

Execution

Identification	Requirements	Type
NF-1	The system should be available 24 hours a day.	Must
NF-2	The program should be available at the SMS departments, regional offices, ASAN service centers and other authorities. Also, the system is to meet the execution demands by connecting 600 users simultaneously.	Must

Reliability

Identification	Requirements	Type
NF-3	Taking into account a more than 30-days period, the program should be available more than 95% of declared working hours (24 hours).	Must

Security Management

Identification	Requirements	Type
NF-4	The system should enable the users to conduct operations based on authority level. Granting authorities to users will be provided by the administrator.	Must
NF-5	Changes to the database can be made only based on program or through the SQL program operations to be performed by Database Administrator.	Must
NF-6	For connections that are outside of the SMS local network, services should be used. Such connections should be made through the virtual network. Establishment of interagency VPN will be implemented by the SMS.	Must

Requirements related to the project implementation

Identification	Options	Requirements	Type
PM-1	Development Methodology	The provider while preparing the software module should use the agile software development (Agile / Scrum) methodology.	Must
PM-2	Agile Delivery Plan	In the process of the program software development, a relevant module is divided into smaller components and development of such components should be performed periodically. In each period, requirements are formed, discussions are made on relevant solutions, the program component is developed and the operational program component is handed over at the end of the period.	Must
PM-3	Design Team	The provider and the SMS should determine jointly team members who participated in the development of software module. The composition of the team members should be as follows: Product Owner: The person who forms the requirements for software module, works together with the team of programmers during the development process, determines acceptance criteria for final product, and accepts the product based on the criteria. The person should be the client's employee or a provider's employee who communicate regularly with the client. Scrum Master: An experienced team member that participates in the elimination of the problems encountered in the process of the software development, and provides direct directions to the development process. Team: Other team members involved in the software development process; programmers, test engineers, designers, database specialists, analysts, etc.	Must
PM-4	Project meetings	Provider shall organize and manage the project team's meetings. The meetings should be held for the planning and concluding of each of the periods at the periodical development stage.	Must
PM-5	Communication	The provider and the SMS should contact through a single focal point. Each party shall appoint its relevant officer as focal contact.	Must
PM-6	Project reports	The provider should provide monthly reports with successful delivery. The reports should include: <ul style="list-style-type: none"> • Project implementation status • Detailed plan for the month • Final plan for the entire project • The Provider and the SMS will provide a list of works and duties for specific tasks. 	Must

Project implementation requirements

Identification	Component
PM-7	Develop the ESD system's hard core based on the existing IMIS structure <ul style="list-style-type: none"> • Users Component • Organizational Structure Component • Safety, authorities and roles management • Formation of document Workflow
PM-9	Notifications Module
PM-10	Auditing Module
PM-11	Incoming letters (applications)
PM-12	Internal Correspondence Module development
PM-13	Outgoing Letters Module Development
PM-14	Analysis and Reporting Module Development
PM-15	Archive Module
PM-16	Applications Module's application in document management

Technical support

Identification	Options	Requirements	Type
TS-1	Organization	Provider should describe the organization of support.	Must
TS-2	Support procedures	Provider should define support procedures for local first-class support and higher support levels.	Must

Training and Instructions

Identification	Options	Requirements	Type
TRN-1	Instructions and directions for use	Extended instructions and guidelines should be prepared for users by the provider.	Must
TRN-2	Training	The provider should carry out training activities for system users and administrators on the use and management of the program it prepared.	Must

Abbreviations

IMIS - Integrated Migration Information System

IADSS - Interagency Automated Data Search System

SMS - The State Migration Service

ATIS - Automated Tax Information System

MCHT - The Ministry of Communications and High Technologies

User - the person using the system

Operator - The SMS' employee who imports documents into the system

Executive - The SMS' employee who executes documents

Distributor - The SMS' clerical employee who redirects documents received by the SMS in the Electronic Records Management System to appropriate offices

Provider – the company that develops e-document management software

1. Monitoring and Evaluation

4.1 Analytics

Before the implementation the contractor should provide the analyst or a group of analysts who need to analyze all the tasks and all the necessary business processes internally.

4.2 Project management

Before starting of development, the project the Project Manager has to provide a detailed activity plan (Gantt chart) and provide the implementation and controlling of the project in further. The project should be accompanied by full instructions on the administration and usage of the software and documentation describing the source code. Also at the completion of the project the contractor delivers all the source code and necessary documents.

Section V – Pro-forma Contract

FPU.SF.19.20

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

SERVICE AGREEMENT
Between
the International Organization for Migration
And
[Name of the Service Provider]
On
[Type of Services]

This Service Agreement is entered into by the **International Organization for Migration**, Mission in *[XXX]*, *[Address of the Mission]*, represented by *[Name, Title of Chief of Mission etc.]*, hereinafter referred to as “**IOM**,” and *[Name of the Service Provider]*, *[Address]*, represented by *[Name, Title of the representative of the Service Provider]*, hereinafter referred to as the “**Service Provider**.” IOM and the Service Provider are also referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. Introduction and Integral Documents

The Service Provider agrees to provide IOM with *[insert brief description of services]* in accordance with the terms and conditions of this Agreement and its Annexes, if any.

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 and Terms of Reference*
- (d) Annex D - Accepted Notice of Award (NOA)*

2. Services Supplied

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

[Outline services to be provided. Where relevant, include location and how frequently etc. services are to be provided. List all the deliverables and their date of submission, if applicable. 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.]

- 2.2 The Service Provider shall commence the provision of Services from *[date]* and fully and satisfactorily complete them by *[date]*.
- 2.3 The Service Provider agrees to provide the Services required under this Agreement in strict accordance with the specifications of this Article and any attached Annexes.

3. Charges and Payments

- 3.1 The all-inclusive Service fee for the Services under this Agreement shall be *[currency code] [amount in numbers] ([amount in words])*, which is the total charge to IOM.
- 3.2 The Service Provider shall invoice IOM upon completion of all the Services. The invoice shall include: *[services provided, hourly rate, number of hours billed, any travel and out of pocket expenses, (add/delete as necessary)]*
- 3.3 Payments shall become due *[insert number of days in numbers] ([write figure in words])* days after IOM's receipt and approval of the invoice. Payment shall be made in *[Currency code]* by *[bank transfer]* to the following bank account: *[insert the Service Provider's bank account details]*.
- 3.4 The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.
- 3.5 IOM shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the Service fee until the Service Provider has completed to the satisfaction of IOM the services to which those payments relate.

4. Warranties

4.1 The Service Provider warrants that:

- (a) It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services 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 of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
- (e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;
- (f) The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
- (g) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
- (h) 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;
- (i) The Price specified in Article 3.1 of this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

4.2 The Service Provider 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.

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

5. Assignment and Subcontracting

- 5.1 The Service Provider shall not assign or subcontract the activities under this Agreement in part or all, unless agreed upon in writing in advance by IOM. Any subcontract entered into by the Service Provider without approval in writing by IOM may be cause for termination of the Agreement.
- 5.2 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the Services may be assigned to a subcontractor. Notwithstanding the said written approval, the Service Provider shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between the subcontractor and IOM. The Service Provider remains bound and liable thereunder and it shall be directly responsible to IOM for any faulty performance under the subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

6. Delays/Non-Performance

- 6.1 If, for any reason, the Service Provider does not carry out or is not able to carry out its obligations under this Agreement and/or according to the project document, it must give notice and full particulars in writing to IOM as soon as possible. In the case of delay or non-performance, IOM reserves the right to take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances, including imposing penalties for delay or terminating this Agreement.
- 6.2 Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by *force majeure*, such as civil disorder, military action, natural disaster and other circumstances which are beyond the control of the Party in question. In such event,

the Party will give immediate notice in writing to the other Party of the existence of such cause or event and of the likelihood of delay.

7. Independent Contractor

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

8. Audit

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

9. Confidentiality

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

10. Intellectual Property

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

11. 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]

Email: *[IOM's email address]*

[Full name of the Service Provider]

Attn: *[Name of the Service Provider's contact person]*

[Service Provider's address]

Email: *[Service Provider's email address]*

12. Dispute resolution

- 12.1. 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.
- 12.2. 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.
- 12.3. 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.
- 12.4. 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.

13. Use of IOM Name

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

14. Status of IOM

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

15. Guarantee and Indemnities

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

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

16. 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.

17. Termination

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

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

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

18. Severability

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

19. Entirety

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

20. *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]

21. Final clauses

21.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with Article 17.

21.2 Amendments 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

Signature

Name

Position

Date

Place

For and on behalf of
[Full name of the Service Provider]

Signature

Name

Position

Date

Place