

REQUEST FOR PROPOSALS
(PROCUREMENT OF SERVICES)
For Simple Assignments

SERVICES FOR

*Improvement of the e-services
of 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-004-2017*

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: *Improvement of e-Services for SMS*



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Request for Proposals

The International Organization for Migration (hereinafter called **IOM**) intends to hire Service Provider for *Improvement of the e-services of 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 new software to enhance the usability of available e-services; Improvement of the integrated database of the electronic applications to the SMS; Development of the new software to increase the SMS's capacity to manage electronic application.* 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 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).
- 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

¹ This clause shall be included/revised as deemed necessary

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 last *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-004-2017"; 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.

10. Technical Evaluation

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

- 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> |
| <i>At least one software development project similar by Methodology, size and complexity completed successfully during the last year</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) <i>Business Analysts</i> | <i>20</i> |
| b) <i>Implementation Specialist</i> | <i>10</i> |
| c) <i>Backend Developer</i> | <i>10</i> |
| d) <i>Frontend Developers</i> | <i>10</i> |
| e) <i>Database Developer</i> | <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) Experience in region and language | <i>20%</i> | |
| Total weight: | | <i>100%</i> |

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

The minimum technical score St 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

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

Technical Proposal = 0.80; F = the weight given to the Financial Proposal = 0.20;
T + F = 1)

$$S_c = S_t \times T\% + S_f \times F\%$$

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 14, 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.
- 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 21, 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 | 11th | 12th | |
| 1 | | | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | | | |

B. Completion and Submission of Reports

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

Section III. Financial Proposal - Standard Forms

FPF-1: Financial Proposal Submission Form

[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 improvement of e-services of the State Migration Service. The IOM will carry out the bidding process to identify service provider(s) for:

- development of new software to enhance the usability of available e-services;
- improvement of the integrated database of the electronic applications to the SMS;
- development of the new software to increase the SMS's capacity to manage electronic application.

Purpose

This system has been designed to automate the processing of applications by physical and legal entities implemented through the website of the State Migration Service of Azerbaijan Republic. The system that will be applied should enable physical/legal entities to enter their queries, forms and other documents required for the services provided by the SMS electronically from personal cabinet by having registered in the portal. The execution process, current status and results of applications should be reflected in the e-portal's personal cabinet.

The General Concept of the System

The execution of applications made through electronic services will be performed through the newly developed “Applications” module at IMIS. The E-Services system will be used through the SMS website. This means that:

- 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 Services System to be successful, the process of resolving certain issues will cover the following requirements:

1. Create Electronic Services System component.
2. Ensure registration process for individuals and legal entities in the E-Services Portal and the prepare personal cabinets
3. Provide software for electronic applications, implement integration with execution of applications, and protect data.
4. Reflect the results of applications execution in the electronic portal.

High Level Design

Work processes

The Electronic Services System operating processes will be supported in the following cases.

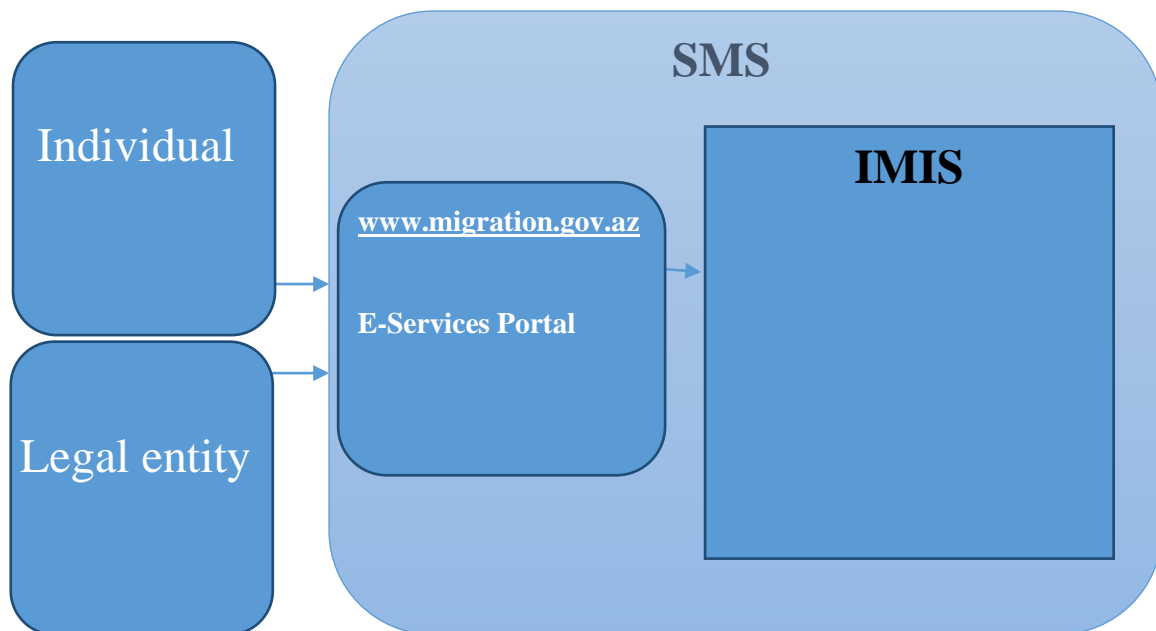
| Identifier | Name |
|-------------------|----------------------------------|
| UC-1 | Registration of physical person |
| UC-2 | Legal Entity Registration |
| UC-3 | Entering application into system |

E-Service Portal Registration Process

The E-Services Portal registration will be in the following forms through going to E-Services at the SMS web page:

| Identification | Requirements | Type |
|-----------------------|---|-------------|
| FR-1 | Registration at the site should be divided into two forms: legal entities and individuals. | Must |
| FR-2 | Individuals: Individuals should have opportunity to register in simple form only with e-mail or e-signature on the e-services website. When individual's authentication via email is confirmed, updating the password by logging into the portal should be available. | Must |
| FR-3 | During the first registration of individuals in the e-services portal, the following information should be selected: <ul style="list-style-type: none">• Document type<ul style="list-style-type: none">○ Passport<ul style="list-style-type: none">- Surname- Name- Date of birth- Citizenship- Birthplace | Must |

| Identification | Requirements | Type |
|----------------|--|------|
| | <ul style="list-style-type: none"> - Gender - Document number - Expiry date o AR ID – to be checked from service. o AR P - to be checked from service. o TRP - to be checked from service. o PRP - to be checked from service. o Foreigner’s ID - to be checked from service. • Email • E-signature and ASAN-signature • Password | |
| FR-4 | <p>Legal entities: Registration of legal persons’ legal representatives should be conducted on the basis of TIN through the site and opportunities should be established for legal representatives to log in and apply with e-signature.</p> | Must |
| FR-5 | <p>During the first registration of legal entities in the e-services portal, the following information should be selected:</p> <ul style="list-style-type: none"> • TIN - Verification from Service • Registration date • Email • E-signature and ASAN signature • Password | Must |
| FR-6 | <p>Information that is obtainable through the Service should be obtained by means of the relevant internal or external service.</p> <ul style="list-style-type: none"> • TIN – through relevant service of the Ministry of Taxes of Azerbaijan Republic • AR ID Card - through relevant service of the Ministry of Internal Affairs of Azerbaijan Republic • AR P - through relevant service of the Ministry of Internal Affairs of Azerbaijan Republic • Foreigners ID Card - through relevant service of the Ministry of Internal Affairs of Azerbaijan Republic • TRP – from IMIS through relevant service of the SMS • PRP - from IMIS through relevant service of the SMS | |



Entry, Review and Execution Process of Applications through E-Services Portal

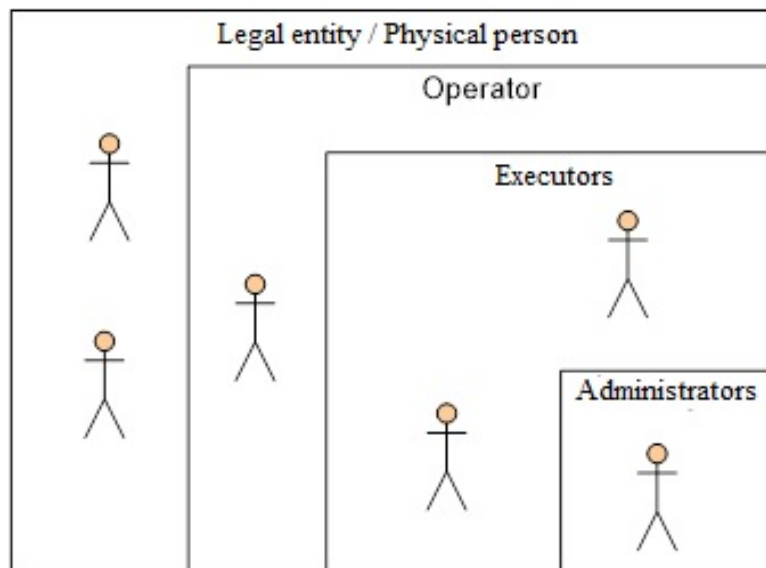
Requirements for entry, review and execution of applications through E-Services Portal:

| Identification | Requirements | Type |
|---|---|------|
| The requirements associated with the entry of applications | | |
| FR-7 | Legal / physical person after being registered in the E-Services Portal enters the personal cabinet. | Must |
| FR-8 | There's opportunity to make 2 types of applications for legal entities and 8 types of applications for individuals in the personal cabinet. The E-Services are the following: <ul style="list-style-type: none"> • Registration at the place of residence • Temporary stay extension • Temporary residence permit • Permanent residence permit • Work permit • Work permit extension • Acquisition of citizenship • Restoration of citizenship • Recruitment to migration agencies • Online payment | Must |
| FR-9 | Entry is made to relevant application from personal cabinet and application form is filled in and the application is approved. Also, relevant case should be selected from the list of cases that substantiate the application. | Must |
| FR-10 | When documents are included in the system, individuals with e-signature should be able to fill in the e-application form and approve it with e-signature. | Must |
| FR-11 | When an application is made through the e-services portal, the system should use personal cards prepared for relevant application at the IMIS. | Must |
| FR-12 | During the application, the following information related to addressee should be sent by filling electronically. <ul style="list-style-type: none"> • Type of document • Issuing country • Series • Number • Date of issue • Period of validity • Issuing authority • Person's surname • Person's name • Patronymic (if applicable) • Citizenship • Country of birth • Birth date • Gender • Place of birth | Must |

| Identification | Requirements | Type |
|--|---|------|
| FR-13 | If there is any information in paper form from the electronic information systems (AR ID, AR Passport, legal and physical entities TIN data (and other information required to be obtained in the future)), this information should be inquired by means of appropriate services based on document number/PIN and verified. Document information to be filled manually by the person should be verified at the IMIS system (for example, by writing TRP and PRP PIN and date of birth) and should be added to the person's application. | Must |
| FR-14 | The information that cannot be obtained from the information system should be entered into the system by means of scanning (documents should be received in JPG, BMP, or other formats), (at the time of the scanning, the system should control that quality is high and the quantity is not too big). | Must |
| The requirements for the review of applications | | |
| FR-15 | The person shall after filling in all necessary information concerning his/her request confirm it. The entered application shall be displayed in the list of application entered through the electronic service in the operator's website at the IMIS. | Must |
| FR-16 | <p>The operator shall verify the accuracy of the person's documents and other data, and after the initial inspection:</p> <ol style="list-style-type: none"> a. May approve the application by revising certain information (name/surname/date of birth). b. If information has been entered correctly, can confirm it directly. In such case, the application shall be automatically forwarded to executors. c. Can return it back. In this case, the application was completed and the missing information should be included. The notification is displayed on the personal cabinet. In addition, the applications rejected are entered into the IMIS with rejected application status. | Must |
| Requirements for the execution of applications | | |
| FR-17 | The positively received applications should be included into the execution process by relevant executors at the IMIS system. | |
| FR-18 | <p>The system should execute the following notifications for e-services.</p> <ol style="list-style-type: none"> a. Personal cabinet and e-mail notification for application returned back by the operator b. Personal cabinet and e-mail notification of the status and outcome of the application <ul style="list-style-type: none"> - Application is returned. - Approved by Operator. - Under execution. | Must |

| Identification | Requirements | Type |
|----------------|---|------|
| | <ul style="list-style-type: none"> - Decision was made. - Certificate is ready. <p>c. There should be availability to send notifications to the applicant by the Executor in the execution process. Such notifications should be reflected in the portal, also should be sent by e-mail.</p> <ul style="list-style-type: none"> - Invitation to participate in language exam, and alike. - Penalty / Duties | |
| FR-19 | Information on penalty/duty imposed in the execution process, the number of payments should be displayed in the personal cabinet. Also, this information should be sent by e-mail through the system. | Must |
| FR-20 | Payments should be made through payment systems such as APUS/ASANPAY based on the number of payment. | Must |

Users of the system



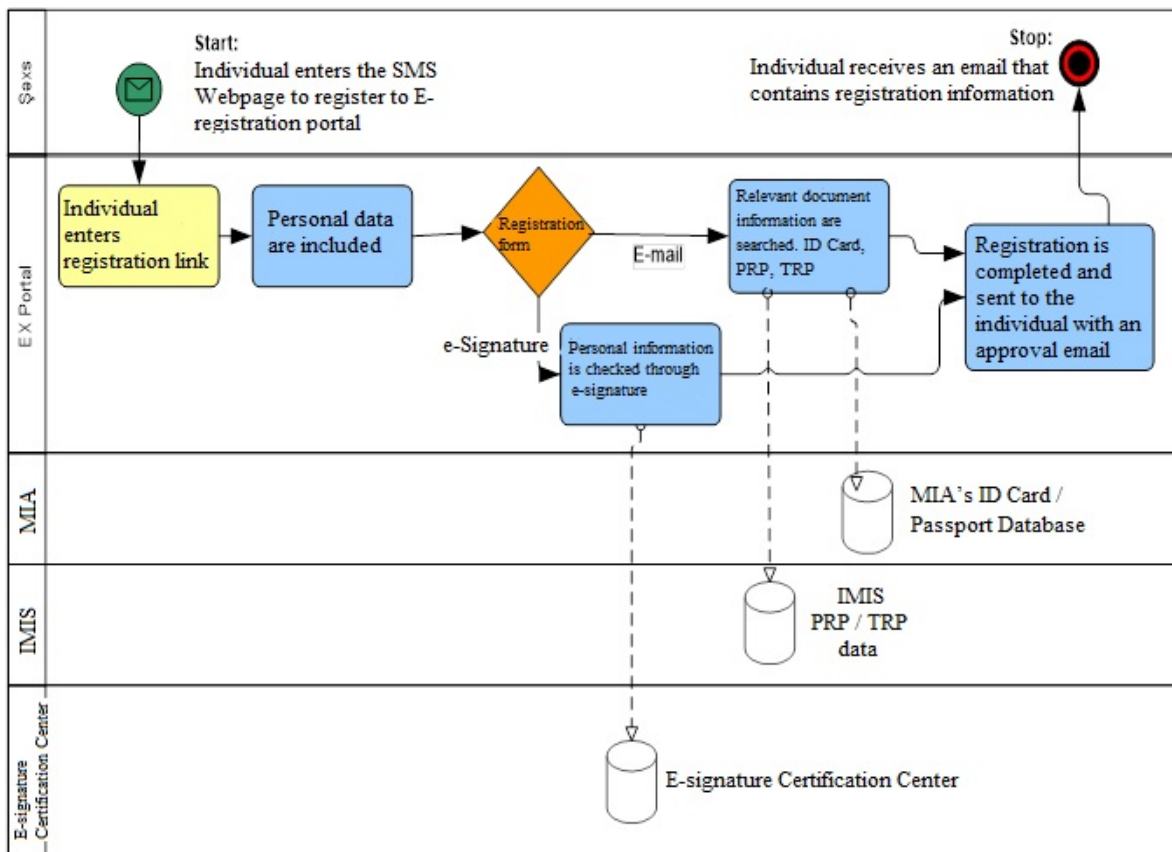
| Actors | Description | Use Cases |
|--------------|---|---|
| Legal entity | Legal person who uses the E-service | <ol style="list-style-type: none"> 1. Registration in the E-Service Portal 2. Enter information through Personal Room |
| Individual | Individual who uses the E-service | <ol style="list-style-type: none"> 1. Registration in the E-Service Portal 2. Enter application through Personal Room |
| Operator | SMS employee who carries out initial checking of application received from E-Service Portal and based on this, approves the transfer of | <ol style="list-style-type: none"> 1. Approval of the application based on the initial checking |

| | | |
|-----------------------|--|--------|
| | the application to executors. | |
| Executor | SMS employee who executes the application at the IMMS. | 1. N/A |
| Administrator / Admin | E-Service Portal Administrator | 1. N/A |

Use Cases

Use Case - 1 / UC1: Physical persons registration through E-Services Portal

1. Workflow Graphics



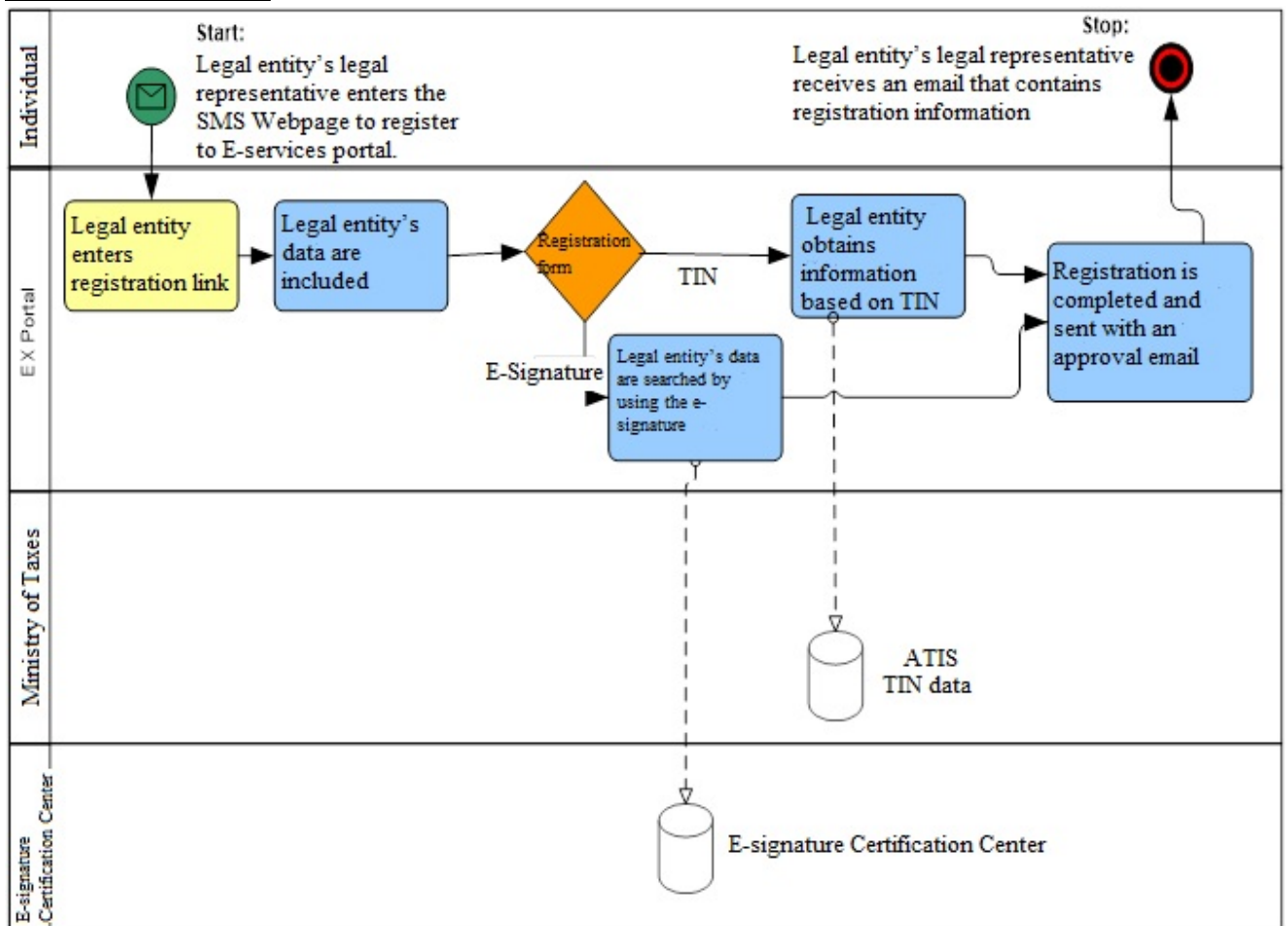
Use Case Description

| Use case identifier | Use case 1 | Use case name | Individuals registration through E-Services Portal |
|---------------------|---|---------------|--|
| Users | Individual | | |
| Description | An individual is registered in E-Services Portal by e-mail or e-signature at the SMS website. | | |
| Initial conditions | The E-Services Portal at the SMS website needs to be on-line. | | |
| Further conditions | Notice should be sent by e-mail on successful registration. Option to switch to personal cabinet should be available. | | |
| Normal activity | 1. The person enters into the registration link in the e-Service Portal. | | |

| Use case identifier | Use case 1 | Use case name | Individuals registration through E-Services Portal |
|----------------------------------|---|---------------|--|
| direction | <ol style="list-style-type: none"> 2. Registration by e-mail or e-signature should be available. 3. In e-mail signature, registration shall be made in accordance with the registration information indicated in FR-3. 4. ID card needs to be verified by PIN number through the MIA's relevant service. 5. PRP, TRP documents needs to be verified by PIN number through the IMIS. 6. In e-signature registration, the person's data are obtained by means of e-signature. 7. After the person enters the data, registration completes. 8. After successful registration, detailed registration information is sent to the person by e-mail. 9. After that, the person's access to own personal cabinet in the e-service portal is provided. | | |
| Alternative activity area | N/A | | |
| Priority | High | | |
| Using frequency | N/A | | |
| Business Rules | BR-1: E-Services Portal must be online 7/24. | | |

Use case - 2 / UC2: Legal entities registration through E-Services Portal

Workflow Graphics



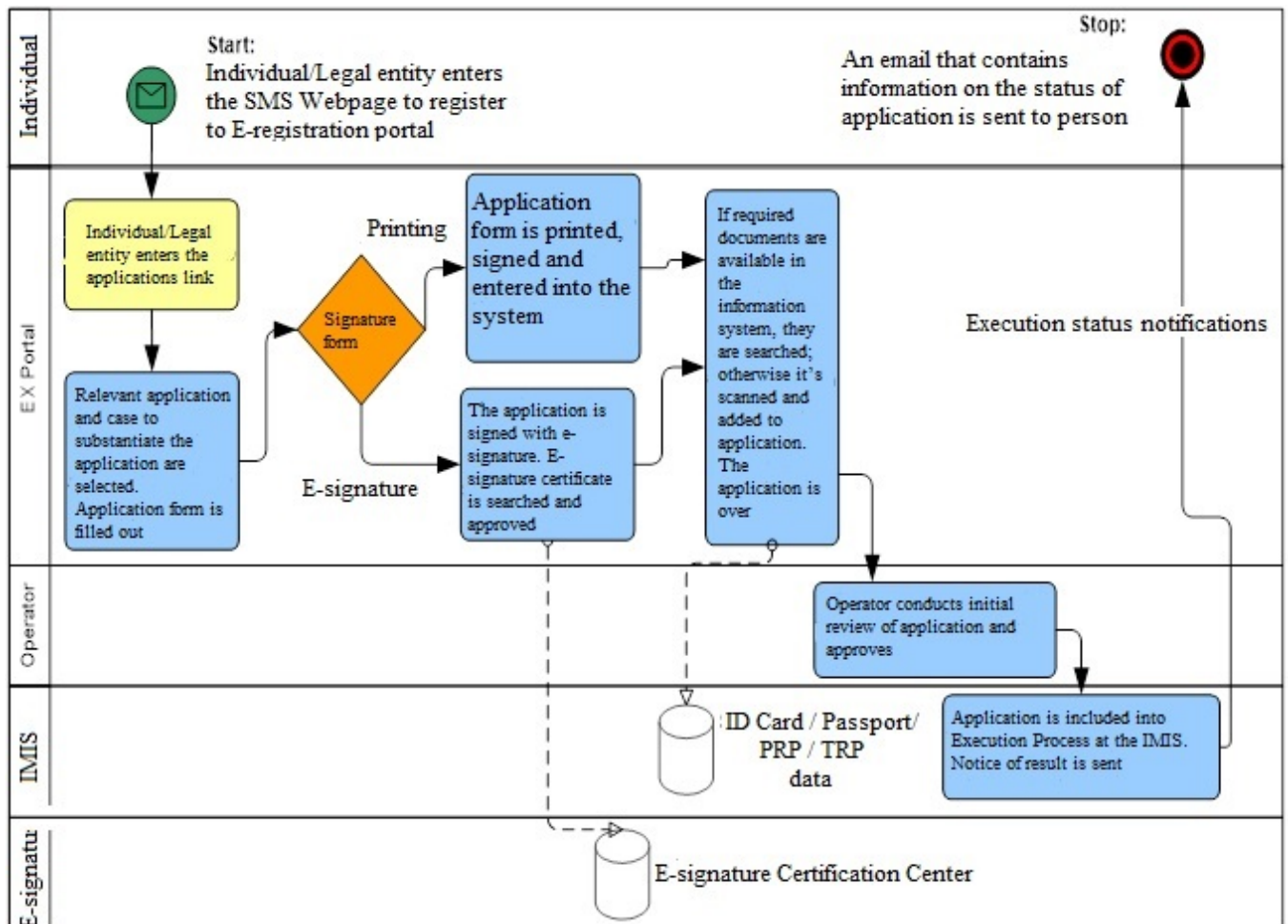
Use Case Description

| Use case identifier | Use case 2 | Use case name | Legal entities registration through E-Services Portal |
|----------------------------------|--|---------------|---|
| Users | Legal entity | | |
| Description | The legal entity is registered at the E-Services Portal through the SMS website by e-signature and TIN. | | |
| Initial conditions | The E-Services Portal at the SMS website needs to be on-line. | | |
| Further conditions | Notice should be sent by e-mail on successful registration. Option to switch to personal cabinet should be available. | | |
| Normal activity direction | <ol style="list-style-type: none"> 1. The legal person's legal representative enters into the registration link in the e-Service Portal. 2. Registration by TIN and e-signature should be available. 3. In TIN signature, registration shall be made in accordance with the registration information indicated in FR-5. | | |

| Use case identifier | Use case 2 | Use case name | Legal entities registration through E-Services Portal |
|----------------------------------|--|----------------------|--|
| | | | <p>4. The TIN needs to be verified through the MIA's relevant service.</p> <p>5. In e-signature registration, the legal person's data are obtained through e-signature and the e-signature needs to be verified at certification center.</p> <p>6. After the legal entity's representative enters the data, completes the registration.</p> <p>7. After successful registration, detailed registration information is sent by e-mail.</p> <p>8. After that, access to personal cabinet in the e-service portal should be provided.</p> |
| Alternative activity area | N/A | | |
| Priority | High | | |
| Using frequency | N/A | | |
| Business Rules | BR-1: E-Services Portal must be online 7/24. | | |

Use case - 3 / UC3: Enter application through E-Services Portal

Workflow Graphics



Use Case Description

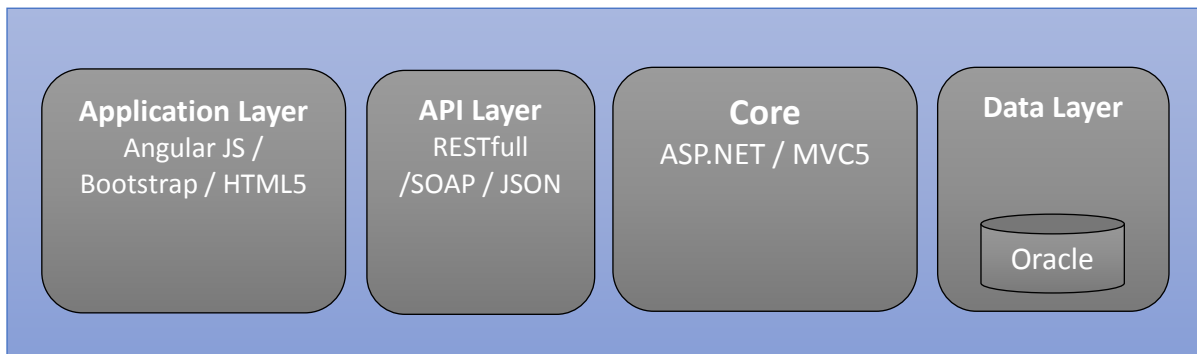
| Use case identifier | Use case 3 | Use case name | Enter application through E-Services Portal |
|---------------------|---|---------------|---|
| Users | Legal entity/Individual | | |
| Description | Legal entity/Individual enters the Electronic Services Portal with TIN / e-signature or e-mail from the SMS website. By selecting appropriate application, enters information related to the application into the system. The application is verified and approved by the SMS operator. The approved application is transmitted to the execution process at the IMIS. Information on the status and outcome of the application is reflected in the personal cabinet and notifications are sent by e-mail. | | |
| Initial conditions | The E-Services Portal at the SMS website needs to be on-line. | | |
| Further conditions | Notice should be sent by e-mail and to personal cabinet on successful registration. | | |
| Normal activity | 1. Legal person/individual enters the e-services portal by TIN/E- | | |

| Use case identifier | Use case 3 | Use case name | Enter application through E-Services Portal |
|----------------------------------|---|---------------|---|
| direction | <p>signature or by e-mail below.</p> <ol style="list-style-type: none"> 2. Relevant application personal/company data are selected and included. 3. Application form is completed and signed. <ol style="list-style-type: none"> a. If e-signature is used, is signed with e-signature. b. Printed and signed and scanned into the system. 4. Documents such as ID card, Passport are SV are inquired through relevant service and are added. 5. Information such as TRP, PRP that are available at IMIS are inquired and added to the application. 6. The documents required, but not available in information systems are scanned and entered into the application. 7. A private card developed earlier in the IMIS is used in E-Service portal. 8. Cases that justify the application are selected from classifier. 9. After the completion of data, entering application is completed. 10. Applications made through the E-Services portal is displayed in the SMS operator's window. 11. The SMS operator after checking the accuracy of the documents and information concerning the application approves the application. 12. The application goes to the execution process of applications at the IMIS system. 13. Notifications on approval, current status and final result of the application are sent to personal cabinet and to e-mail. | | |
| Alternative activity area | <p>If during initial check carried out by the SMS operator it becomes clear that the documents and information has not been entered correctly, the operator rejects the application and a relevant notification is reflected in the personal cabinet and is sent by e-mail.</p> | | |
| Priority | High | | |
| Using frequency | N/A | | |
| Business Rules | BR-1: The E-Services Portal needs to be on-line 7/24. | | |
| Other requirements | <p>In the application process, the following notices should be able to be sent by the system or the executor through the personal cabinet and by e-mail.</p> <ul style="list-style-type: none"> • Notice of application approved /rejected by Operator | | |

| Use case identifier | Use case 3 | Use case name | Enter application through E-Services Portal |
|---------------------|------------|---------------|--|
| | | | <ul style="list-style-type: none"> • Application's status • Final status (certificate is ready, decision was made) • Notices sent by the executor in implementation process (invitation to language exam) • Penalty/Fee payments notices |

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 from 9.00 through 18.00 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 100 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 (from 9.00 through 18.00). | 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 | <p>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:</p> <p>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.</p> <p>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.</p> <p>Team: Other team members involved in the</p> | Must |

| | | | |
|------|------------------|---|------|
| | | software development process; programmers, test engineers, designers, database specialists, analysts, etc. | |
| 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 |

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 |

Abbreviations

IMIS - Integrated Migration Information System

IADSS - Interagency Automated Data Search System

The SMS - The State Migration Service

The MIA – The Ministry of Internal Affairs

PRP - Permanent Residence Permit

TRP - Temporary Residence Permit

RIC – Refugee Identity Card

AR ID – ID card

AR P – The passport of Azerbaijan Republic

BC – Birth Certificate

TIN - Tax payers Identification Number

ATIS - Automated Tax Information System

User - person using the system

Operator – an employee carrying out initial review of applications on behalf of the SMS

Executor – an authorized SMS employee that executes requests

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

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

Signature

Signature

Name

Position

Date

Place

Name

Position

Date

Place