

## **REQUEST FOR PROPOSALS**

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### **SERVICES FOR**

#### **Mobile Application Development “Albanian Diaspora Business Chamber”**

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**Prepared by**



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

*[IOM Tirana, Albania]*

*4 February 2021*

**REQUEST FOR PROPOSALS**  
**RFP No.: [AL/0/21/001]**

**Mission:** *International Organization for Migration in Tirana, Albania*

**Project Name:** *“Engage the Albanian Diaspora to the Social and Economic Development of Albania”*

**WBS:** *CE 0377*

**Title of Services:** **Mobile Application Development**  
**“Albanian Diaspora Business Chamber”**



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

## Request for Proposals

The International Organization for Migration (hereinafter called **IOM**) intends to hire Service Provider for the **“Engage the Albanian Diaspora to the Social and Economic Development of Albania”, programme** 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: **Mobile Application Development “Albanian Diaspora Business Chamber”**. 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
- Section VI. Vendor Information Sheet
- Section VII. Supply Code of Conduct

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

***International Organization for Migration (IOM), Mission in Tirana  
Country Office in Albania  
Rr. Brigada VIII, P. LID, Kati III, Ap. 303,  
Tirana, Albania***

indicating the **Reference Number AL10/21/001** on or before **18.02.2021**. No late proposal shall be accepted.

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

Very truly yours,  
IOM Tirana Procurement

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**

### **I. Introduction**

- I.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.
- I.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 2.3. of this Instruction.
- I.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.
- I.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.
- I.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.
- I.6 IOM shall provide at no cost to the Service Provider/ Consulting Firm the necessary inputs and facilities, and assist the Firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and report (see Section V. terms of reference).

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

- 2.1 IOM Policy requires that all IOM Staff, bidders, manufacturers, suppliers or distributors, observe the highest standard of ethics during the procurement and execution of all contracts. IOM shall reject any proposal put forward by bidders, or where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices. In pursuance of this policy, IOM defines for purposes of this paragraph the terms set forth below as follows:
  - Corrupt practice means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
  - Fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation;
  - Collusive practice is an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefit;

- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract

### 3. Conflict of Interest

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

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

### 4. Clarifications and Amendments to RFP Documents

- 4.1 At any time before the submission of the proposals, IOM may, for any reason, whether at its own initiative or in response to a clarification amend the RFP. Any amendment made will be made available to all Service Providers/ Consulting Firms by publishing at the IOM Albania website.
- 4.2. Service Providers/ Consulting Firms may request for clarification(s) on any part of the RFP. The request must be sent in writing or by standard electronic means and submitted to IOM at the e-mail address: [IOMTiranaProcurement@iom.int](mailto:IOMTiranaProcurement@iom.int) at least **[seven (7) calendar days (11/02/2021 at 5:00 p.m.)]** before the set deadline for the submission and receipt of Proposals. IOM will respond to the said requests and this will be made available by publishing the answers at the IOM Albania website to all the interested Service Providers/ Consulting Firms 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.<sup>1</sup>
- b) For assignment of the staff, the proposal shall be based on the number of professional staff-months estimated by the firm, no alternative professional staff shall be proposed.
- c) It is desirable that the majority of the key professional staff proposed is permanent employees of the firm or have an extended and stable working relationship with it.
- d) Proposed professional staff must, at a minimum, have the experience of at least *[five years]*, 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 I 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 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) Proposal concept ideas/scripts for several products required in Terms of Reference, 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 text, pictures 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 *[five years]*.

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<sup>1</sup> This clause shall be included/revised as deemed necessary

- 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 on the financial proposal.

## 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). These costs should be broken down by activity/deliverables, including in house cost and the third-party costs for all the deliverables required in the Terms of Reference. 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. Service Providers/ Consulting Firms shall express the price of their services in [\[EUR\]](#).
- 7.4 The Financial Proposal shall be valid for [\[90 calendar days\]](#). During this period, the Service Provider/ Consulting Firm is expected to keep available the professional staff for the assignment<sup>2</sup>. IOM will make its best effort to complete negotiations and determine the award within the validity period. If IOM wishes to extend the validity period of the proposals, the Service Provider/ Consulting Firm has the right not to extend the validity of the proposals.

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

- 8.1 Service Providers/ Consulting Firms may only submit one proposal. If a Service Provider/ Consulting Firm submits or participates in more than one proposal such proposal shall be disqualified.
- 8.2 The original Proposal (both Technical and Financial Proposals) shall be prepared in indelible ink. It shall contain no overwriting, except as necessary to correct errors made by the Service Providers/ Consulting Firms themselves. Any such corrections or overwriting must be initialed by the person(s) who signed the Proposal.
- 8.3 The Service Providers/ Consulting Firms shall submit one original and one copy of the Proposal. Each Technical Proposal and Financial Proposal shall be marked "Original" or

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



“Copy” as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.

- 8.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL.” Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” Both envelopes shall be placed into an outer envelope and sealed. The outer envelope shall be labeled with the submission address, reference number and title of the project and the name of the Service Provider/ Consulting Firm.
- 8.5 Proposals must be received by IOM at the place, date and time indicated in the invitation to submit proposal or any new place and date established by the IOM. Any Proposal submitted by the Service Provider/ Consulting Firm after the deadline for receipt of Proposals prescribed by IOM shall be declared “Late,” and shall not be accepted by the IOM and returned to the consultant unopened.
- 8.6 After the deadline for the submission of Proposals, all the Technical Proposal shall be opened first by the BEAC. The Financial Proposal shall remain sealed until all submitted Technical Proposals are opened and evaluated. The BEAC has the option to open the proposals publicly or not.

## 9. Evaluation of Proposals

- 9.1 After the Proposals have been submitted to the BEAC and during the evaluation period, Service Providers/ Consulting Firms that have submitted their Proposals are prohibited from making any kind of communication with any BEAC member, as well as its Secretariat regarding matters connected to their Proposals. Any effort by the Service Providers/ Consulting Firms to influence IOM in the examination, evaluation, ranking of Proposal, and recommendation for the award of contract may result in the rejection of the Service Providers/ Consulting Firms Proposal.

## 10. Technical Evaluation

- 10.1 The entire evaluation process, including the submission of the results and approval by the approving authority, shall be completed in not more than *[twenty-one (21) calendar days]* after the deadline for receipt of proposals.
- 10.2 The BEAC shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference, compliance to the requirements of the RFP and by applying an evaluation criteria, sub criteria and point system<sup>3</sup>. 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:

Points

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

- (i) Specific experience of the Service Providers/ Consulting Firms relevant to the assignment: [0 - 10]  
[Normally, sub-criteria are not provided]
- (ii) Adequacy of the proposed methodology and work plan in response to the Terms of Reference:
  - a) Technical approach and methodology [0 - 20]
  - b) Work plan [0 - 10]
  - c) Organization and staffing [0 - 20]

Total points for criterion (ii): [0 - 50]
- (iii) Key professional staff qualifications and competence for the assignment:
  - a) Team Leader [0 - 20]
  - b) Mobile Application Programmer [0 - 20]
  - c) Web/mobile app designer [0 - 10]
  - c) Database Specialist [0 - 10]

Total points for criterion (iii): [0 - 60]

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

  - 1) General qualifications [30%]
  - 2) Adequacy for the assignment [60%]
  - 3) Experience in region and language [10%]

Total weight: 100%

The minimum technical score  $S_t$  required to pass is: 84 Points

- 10.5 Technical Proposal shall not be considered for evaluation in any of the following cases:
- a) late submission, i.e., after the deadline set
  - b) failure to submit any of the technical requirements and provisions provided under the Instruction to Service Provider/ Consulting Firm (ITC) and Terms of Reference (TOR);

## II. Financial Evaluation

- II.1 The BEAC has the option to open the Financial proposals publicly or not.
- II.2 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.
- II.3 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.

- 11.4 The Financial Proposal of Service Providers/ Consulting Firms who passed the qualifying score shall be opened, the lowest Financial Proposal (FI) 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:

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

Where:

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

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

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

The proposals shall then be ranked according to their combined (Sc) technical (St) and financial (Sf) scores using the weights<sup>4</sup> (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 **04 March 2021 at:**

**International Organization for Migration (IOM), Mission in Tirana**  
**Country Office in Albania**  
**Rr. Brigada VIII, P. LID, Kati III, Ap. 303,**  
**Tirana, Albania**

- 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.

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

- 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.
- 13.2 The Service Provider/ Consulting Firm is expected to commence the assignment on **[11 March 2021]**.

### **14. Confidentiality**

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

## **Section II – Technical Proposal Standard Forms**

### **TPF-I: Technical Proposal Submission Form**

*[Location, Date]*

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

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services for *Mobile Application Development “Albanian Diaspora Business Chamber”* 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 proposals, images, 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.

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

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

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

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

			Weeks (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**

	<b>A. Field Investigation and Other Activities</b>												
No.	Activity/Work Description	<i>Duration in weeks</i>											
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													

## B. Completion and Submission of Deliverables

1	Preparatory phase for the software of the mobile application and determining the app development environment, structure, and other technical details in coordination with IOM and ADBC	26 March 2021
2	User interface design and application navigation in coordination with ADBC and IOM	07 May 2021
3	The adaption of a database for the mobile application, based on the existing ADBC website database	12 April 2021
4	Establishment of the administration panel by	20 April 2021
5	Back end application development	27 April 2021
6	Front end application development by	04 May 2021
7	Android application development	10 May 2021
8	iOS application development	03 June 2021
9	Populating the mobile application database with data, importing data that the ADBC/Connect Albania website into the mobile application	14 June 2021

10	Mobile application integration and testing phase	18 June – 03 July 2021
11	Development of an user manual for the mobile app with a part dedicated to users and another part dedicated to the administration panel and staff training	13 July 2021
12	Purchase of accounts in Google Play Store and Apple Store and publication of the mobile app in both stores	20 July 2021
13	Mobile application maintenance and continuous development of the mobile application (improving the site functions)	From July to August 2021, with possible extension of the contract
14	Monthly report on the implantation of the mobile applications, as well as monthly reports on during the maintenance period including data desegregated by gender, location, age for the download and or visitors of the mobile application (data to be provided after the launch of the application)	On monthly bases by the 20 <sup>th</sup> of each month.
15	Final comprehensive report, including data desegregated by gender, location, age for the download and or visitors of the mobile application (data to be provided after the launch of the application)	25 August 2021.



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

#### **FPF-I: Financial Proposal Submission Form**

*[Location, Date]*

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

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *Mobile Application Development “Albanian Diaspora Business Chamber”* 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)		
<b>Total Amount of Financial Proposal <sup>1</sup></b>		

<sup>1</sup> 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): <sup>2</sup> <hr/> <hr/>	Description: <sup>3</sup> <hr/> <hr/> <hr/>	
Cost Component	Costs	
	Currency	Amount
Remuneration <sup>4</sup>		
Subtotals		

<sup>1</sup> 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.

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

<sup>3</sup> Short description of the activities whose cost breakdown is provided in this Form.

<sup>4</sup> For each currency, Remuneration 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.		
Support Staff		
1.		
2.		

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

<sup>2</sup> Short description of the activities whose cost breakdown is provided in this Form.

Authorized Signature:

Name and Title of Signatory:

## **Section IV. Terms of Reference Mobile Application Development “Albanian Diaspora Business Chamber”**

### **Mobile Application Development “Albanian Diaspora Business Chamber”**

#### **a) Background:**

Diaspora is the part of society, which for economic, political, and social reasons has chosen to grow its existence outside the country of origin. According to INSTAT, nearly 1.7 million Albanians live outside the country, mostly in Europe, but also with significant presence in North America (USA and Canada) as well as other regions, representing a huge and largely untapped opportunity.

Members of the diaspora, with their efforts and sacrifices for integration and well-being, have transformed themselves into precious, intellectual, and important economic assets for their country of origin. Building a diverse and active relationship between the country of origin and the diaspora oriented by the National Strategy for the Diaspora 2018-2024 is a significant step towards integrity growth and Albanian nation strengthening. Globalization and the development of information technology create a more favorable environment for the intensification of human and institutional communication between the diaspora and their country of origin, by raising awareness about the importance of cooperation in the socio-economic development of the country.

The objective of IOM Albania Programme “Engage the Albanian Diaspora to The Social and Economic Development of Albania” is to contribute to enhancing the engagement of Albanian diaspora to the development of Albania. A summary of Programme can be found here: <https://albania.iom.int/diaspora>

The Programme “Engage the Albanian Diaspora to the Social and Economic Development of Albania” is implemented by the International Organization for Migration (IOM) in Albania, the UN Migration Agency, with funding from the Italian Agency for Development Cooperation (AICS) in coordination with the Albanian State Minister for Diaspora, Ministry for Europe and Foreign Affairs, Ministry of Finance and Economy through Albanian Investment Development Agency (AIDA).

Among the other objectives the IOM Diaspora Programme, is supporting the Government of Albania and its depended diaspora engagement institutions through technical expertise and several initiatives to engage the Albanian Diaspora in the social and economic development.

One of the Diaspora Engagement institutions that IOM Albania Diaspora Programme is supporting is the Albanian Diaspora Business Chamber.

The Albanian Diaspora Business Chamber (ADBC) is a non-profit organization established in November 2019 based on Decision no. 6378 of the Tirana Judicial District Court. The mission of the Chamber is the long-term and sustainable engagement of the Diaspora in business initiatives and partnerships for the concretization, intensification, and development of Albanian economic cooperation. The Chamber’s vision is to be the voice of Albania and the business community in the Diaspora and Albania to promote strategic development and investment in Albania. The purpose of the ADBC is to create an attractive, active, and developing business

environment, which will operate without borders and in agreement with international market standards.

The Chamber is a member of the Union of Chambers of Commerce and Industry of Albania and with the support of the Minister of State for Diaspora, is also part of the National Investment Council and member of the National Diaspora Coordination Council, thus providing “a voice” and “a representation” of Diaspora entrepreneurs.

More information on ADBC is found here: <https://www.adbc.al/>

“Connect Albania”, hosted under ADBC, is an innovative online investment boosting mechanism established in the framework of the IOM Albania Programme “*Engage the Albanian Diaspora to the social and economic development of Albania*”.

*Connect Albania* facilitates the engagement of the Albanian Diaspora into their home country development, in the capacity of Development Agents to attract and boost the potential investments in Albania by mediating through CA Platform the interest for investment of Albanian Diaspora and foreign Potential Investors.

Through this application the Albanian Diaspora should have a space to join/register to Connect Albania as interested Development Agents.

More information on Connect Albania is found: <https://www.adbc.al/en/connect-albania-eng/>

## **b) Objectives:**

The general objective of this project is to create a virtual space for businesses and Albanian diaspora members to build a business environment, attractive for investments, active in continuous development, without borders, and in agreement with international market standards.

Albanian Diaspora entrepreneurs and highly skilled individuals worldwide will find information on business and economy, to build connections, a complete and updated calendar of Albanian events and activities through an accessible mobile application.

The conceived design should be one app adapted for the IOS and Android application systems, easy and friendly for public use. The design and development of applications should be carried out based on “Best Practices” considering the specific Albanian environment as well as the necessity of exchanging information with other systems, agencies (institutions), etc.

## **c) Scope of the Services**

The purpose of this project is to create a mobile application, dedicated for the Albanian Diaspora Business Chamber and Connect Albania, aiming to:

- Inform and orient Albanians in the diaspora on economic perspectives in the home country;

- Encourage entrepreneurial tendencies and diaspora investments and foreign investments for development in the country;
- Increase the number of Albanian Diaspora members to apply as Development Agents through Connect Albania;
- Increase the number of ADBC members;
- Ensure communication and support among them via private chat.

## The whole mobile application will be in two languages (Albanian-English)

## Geographical area to be covered

The geographical area to be covered by this project includes the countries where Albanian Diaspora live, such as in Europe, USA and Canada, as well as Albania.

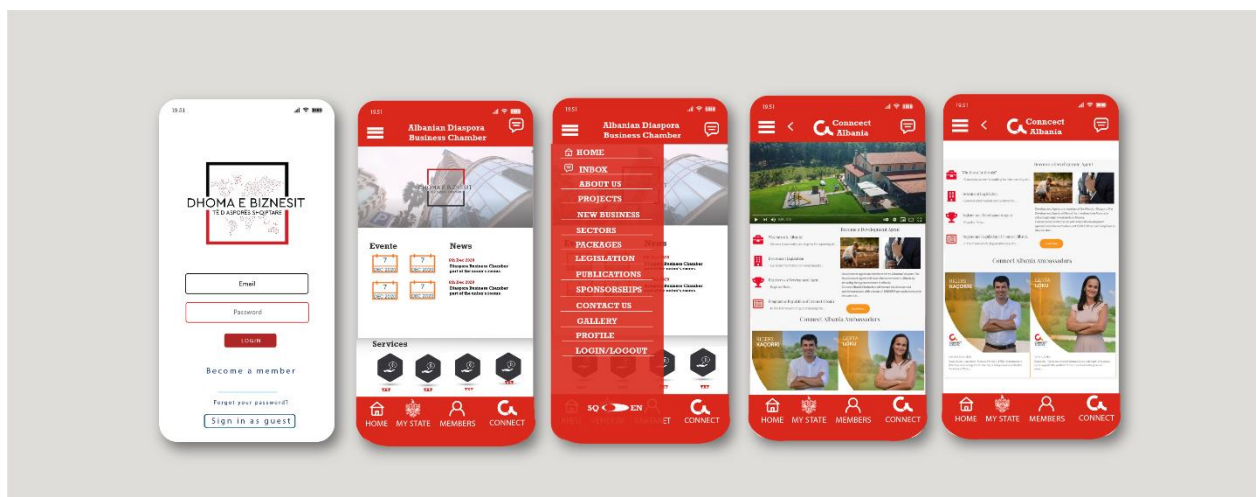
## Target groups

Albanian community worldwide, potential foreign entrepreneur regardless age and gender, entrepreneurs, Albanian diaspora members, businesses, etc.

## Design

The service provider should propose and implement the design for the mobile application in alignment with the ADBC brand as per following webpage: <https://www.adbc.al/> and Connect Albania brand as per following web application: <https://www.adbc.al/en/connect-albania-eng/>

The following design template is proposed as an example, but the service provider must provide and implement improved design, in alignment and coordination with ADBC and a final approval by IOM Albania.



## **System security**

For sustainable system management, as well as for safety reasons the system must:

- Provide secure communication using the Hyper Text Transfer Protocol over Secure Socket Layer (HTTPS) for opening different links/browser for more information within the application.
- Administrator login must be done via a password with
  - At least 8 characters a-z, A-Z, 0-9 or ! % \* \_ + ~ - [ ] { } # =
  - Complexity: contain at least one uppercase, one lowercase, one number
- Passwords must be encrypted
- The company continuously creates, maintains, and improves an information security management system, in accordance with the International Standard ISO/IEC. 27001 requirements
- At the end of the system development, a Pentest, or otherwise security test, should be performed

## **Safety**

Cyber security is an important element of the mobile app. The service provider should follow the best standards and practices in the field of security of information systems.

The mobile application must have an audit module in which the history of each action performed on how the mobile application is maintained, from entry to creation / modification / deletion / deactivation of user data.

The contractor should ensure that a backup process of the database and files is performed at regular intervals.

## **Location of the mobile application**

The mobile application will be developed on the existing infrastructure of ADBC and Connect Albania Datacenter.

The database on which the mobile application will work should be in MySQL in version 5.5 or higher.

The Mobile Application Presence is divided into the following categories:

### **I. Informative mobile app**

- a) On Ready Models
- b) Personalized

## 2. Interactive mobile app

- a) On Ready Platforms (CMS)
- b) Personalized

### Communication with other platforms

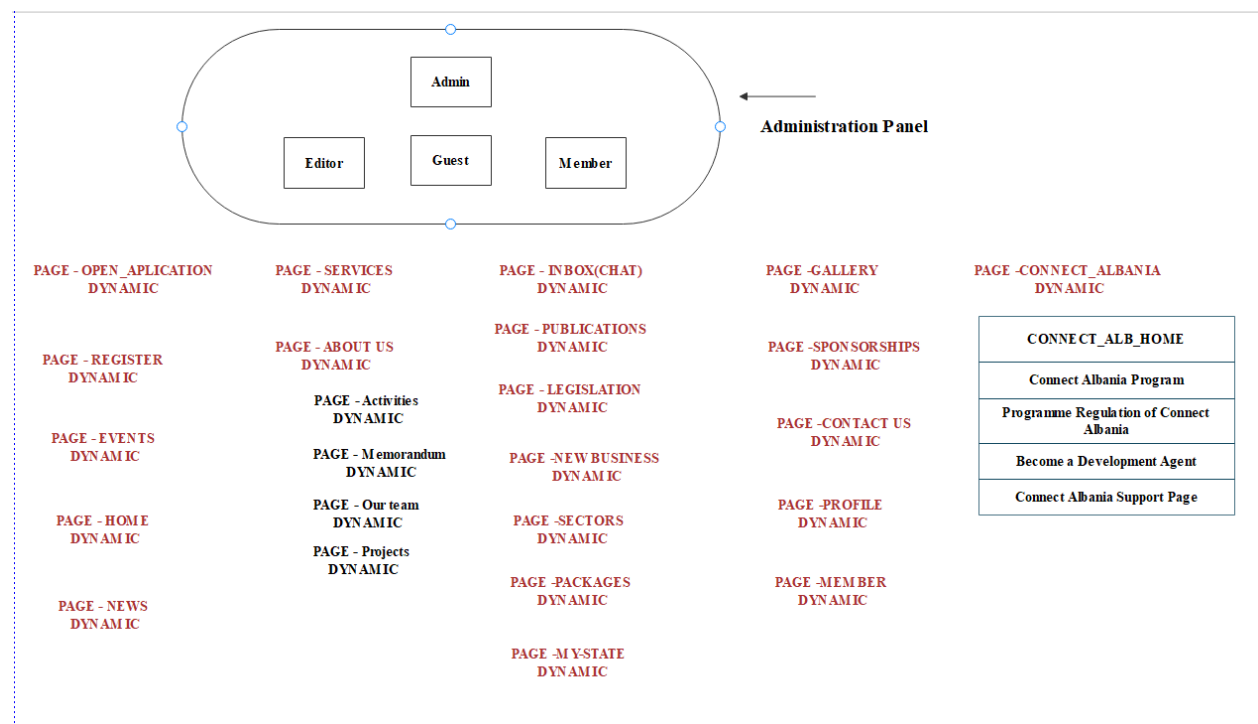
The existing database of ADBC website will be utilized by this mobile application to be created for ADBC and Connect Albania, including both Android and iOS mobile application. The information will be published through the administration panel and will be displayed in both system components (iOS and Android).

### Functionalities and Diagrams

The application provides the division of information by categories, subcategories, thus creating a dynamic and ever-growing database.

All the mobile application pages and subpages will have dynamic content.

### Mobile Application structure:



### **Database structure in the document attached:**



ADBC app.pdf

**The mobile application structure and the database structure will be flexible and adapted, improved based on the needs and requirements of the ADBC and IOM.**

Therefore, to ensure the highest possible performance of the mobile application, the level of scalability and data security must be considered during the development of this app, anticipating future developments, and increasing traffic. The application must follow IOM and ADBC guidelines with photos, text, logo, and other materials. The application must read documents in (.pdf) format within its structure. The application must be suitable for any size of a Smartphone, as well as a Tablet.

### **The mobile application will also offer the following functionalities:**

- The application will have the graphic proposed by the beneficiary institution (ADBC) and approved by IOM.
- Registration (optional) of users called Registrim (IBM)
- Membership through the application with fields provided by the beneficiary (ADBC)
- Registering as potential Development Agents on Connect Albania web application
- Save "Login" data to members of the application
- "Exit" option from the application for members
- Listing of the latest news on the main page (Home)
- Listing of events in chronological order according to the organized date
- Push notifications
- Use of private chat (inbox) between registered members and ADBC and Connect staff
- The opportunity to "share" "news" or other materials that will be assigned by the beneficiary in social networks
- The possibility of notification through "notifications" for the latest information

### **Users (use cases)**

The division of users into typology and hierarchy enables system structuring, as well as increases the level of security by allowing various accesses to different users. For instance, an "Editor" user can add data to the system but not publish it. The material will be published only after the admin approval.

Designation	Portal rights	How to create a profile
-------------	---------------	-------------------------



Admin	<ul style="list-style-type: none"> <li>• Approves the information published by the Editor</li> <li>• Approves Publications</li> <li>• Approves “Member” profiles</li> <li>• Adds other Editor type users</li> <li>• Adds questionnaires</li> <li>• Manages all data in the application</li> <li>• Visualizes statistics on visitors</li> </ul>	Created by application developers
Editor	<ul style="list-style-type: none"> <li>• Adds updates</li> <li>• Adds image materials</li> <li>• Adds video materials</li> <li>• Edits materials</li> </ul>	Created by the administrator
Member	<ul style="list-style-type: none"> <li>• Visits the application</li> <li>• Reads published materials</li> <li>• Modifies his profile</li> <li>• View member lists</li> <li>• Send messages to members (internal communication)</li> </ul>	Self-registered
Friend	<ul style="list-style-type: none"> <li>• View categories of events, news</li> <li>• Reads basic information</li> <li>• Completes the Membership form</li> </ul>	Does not need registration

### Registration of the user

Registration in the application is not mandatory, but there are several advantages to be registered, such as: 1) Sending direct messages to members, 2) requiring support from ADBC/Connect Albania staff or 3) access dedicated information.

The registration form will be unified for both android & iOS mobile application

#### COMPANY DATA

Company name\*  
Address\*  
Phone number \*  
E-mail\*

#### INDIVIDUAL DATA

Name\*  
Surname\*  
Position in the Company\*  
E-mail\*

Password\*  
Confirm Password\*  
Website

### **CONFIRM DATA**

Name Surname\*

Data\*

Signature\*

### **UPLOAD DOCUMENTS**

Add document\*

Max size 512,00 MB

## **ADMINISTRATOR PANEL**

Changes in the content of the application can be made through the admin panel:

- Text can be managed, approved, corrected, as well as publications can be managed and organized
- Descriptive content can be modified (about us, contacts, etc.)
- Editor-type profiles can be added or deleted to handle adding data
- Member's profile can be added or deleted
- Approves "Member" type registrations
- The mobile application should provide the ability to implement additional plug ins, modules or extensions depending on the ADBC function

## **Maintenance**

The Contractor must provide support and maintenance to the mobile app for a period of at least 3 months under IOM contract, with potential extension of the contract. During this period, the contractor's job is to provide maintenance and technical support to the mobile application.

Maintenance service includes:

- Support and maintenance:
  - 24/7 support for mobile app
  - Unstructured modifications of the mobile app
  - Dysfunctional changes
  - Digital promotion with personalized campaigns
  - Continuous development of the mobile application (improving the mobile application functions)

Also, the maintenance process includes any error, bug, crash, malfunction of the mobile app, or any other defect which affects the provision of the service or its efficiency.

The operator must correct each:

- Mobile app crash
- Compilation errors in cases of inefficient/incomplete algorithms
- Inefficient coding
- Longtime response from the app
- Insufficient system capacity
- Potential negative review on the application
- Updated documentation
- Other improvement as requested by ADBC and IOM

The following table specifies the categorization of the problem severity and priority as well as the response time to their solution.

Category A (Critical / High)	Category A (Middle)	Category C (Low)
Non-functioning of the application creates problems or exposes to risk the normal activity	Non-functioning of the application creates delays in normal activity	Non-functioning of the application creates minimal obstacles on the normal activity
Number of affected users		
Non-functioning of the app affects a large number of users	Non-functioning of the app affects a small number of users	Non-functioning of the app partially affects some users
Suspension of work		
Non-functioning of the app prevents users from performing the most of their work.	Non-functioning of the app prevents users from performing part of their work	Non-functioning of the app prevents users from carrying out some small parts of their work
Temporary alternative solutions		
There is no temporary alternative and acceptable solution to the problem	There is in part an alternative and temporary alternative approach to solving the problem	There is an alternate and acceptable temporary solution to the problem.
Response Time		
10 min. to return the answer On site within 1 hour	30 minutes to reply On site within 2 hours	60 minutes to reply On site within 4 hours
Time of settlement		
Maximum settlement acceptance is 4 hours after request is received	Maximum settlement acceptance is within 2 business days	The maximum settlement time is 10 calendar days.

## Monitoring mobile application statistics (Google Analytics)

Through the mobile application downloads and traffic data, it should be possible to obtain detailed data for:

- Mobile app downloads disaggregated by age, gender, country and other demographic details
- Number members of diaspora (Development Agents)/entrepreneurs/businesses interested to invest in Albania registered through the mobile application;
- Number of people assisted through the private chat;
- Most visited section on the mobile application;

## **Data application security and Privacy**

ADBC mobile application, shall take all reasonable and necessary precautions to preserve the confidentiality of personal data and the anonymity of data subjects. All personal data shall be collected, used, transferred, and stored securely in accordance with the Albanian law data protection principles.<sup>5</sup>

## **Guarantee**

The company that will develop the project is responsible for the quality of service of the mobile app throughout the duration of the contract (development and maintained). The company is partially responsible for the server where the mobile app will be, in case that the server is accessed by several operators.

## **Reporting Requirements**

**Monthly reports:** The service provider must submit reports in monthly basis. Until the finalization and launch of the mobile application, the reports will be focus on the deliverables as per working plan proposed and agreed. After the mobile application will be finalized and be available to the public, the service provider should provide data desegregated by gender, age location and other demographic information on the application downloads and/or visitors. The report is subject of revision of the IOM Albania and after the incorporation of comments/feedback received by IOM, the service provider signs the report and send to IOM via electronic means and in hard copies.

**The Final Report:** The service provider must submit to IOM a final report including all the process of the web application development, finalization, and launch. The final report must contain the total number of downloads and mobile application visitors desegregated by gender, age location and other demographic information. The final draft report should reflect and incorporate the comments/feedback received from IOM in the draft report.

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<sup>5</sup> Law no.9887, dated 10.03.2008 "On the protection of personal data", as amended:  
[https://www.mb.gov.al/wp-content/uploads/2018/02/ligji\\_9887\\_per\\_mbrotjen\\_e\\_te\\_dhenave\\_personale.pdf](https://www.mb.gov.al/wp-content/uploads/2018/02/ligji_9887_per_mbrotjen_e_te_dhenave_personale.pdf)

For all matters related to the required services, the service provider should report to the IOM Programme Manager.

The service provider should submit all required reports (narrative and financial reports) in a format that has been previously agreed with IOM Albania.

### **Requirements and Qualifications:**

The Service Provider must have the following qualifications:

- At least 5 years of relevant professional experience in mobile application development and similar projects.
- Show other developed applications with similar work activates, at least 3 similar work activities developed.
- Project Management Professional (PMP) certificate is an advantage.
- Very good knowledge on Information technology, innovation, mobile application and mobile application design.
- Very good knowledge on database systems.
- Very good knowledge in targeted audience via search engines like Google;
- Experience in business and investments mobile application, knowledge on economy and business priority policies.
- Previous professional experience with the United Nations or similar organizations in this or a related field would be considered an asset.

### **d) Deliverables and Expected Time Schedule**

Establishment of the virtual structure of the mobile application “Albanian Diaspora business Chamber”, including Connect Albania Mechanism should follow:

1. Preparatory phase for the software of the mobile application and determining the app development environment, structure, and other technical details in coordination with IOM and ADBC by 26 March 2021
2. User interface design and application navigation in coordination with ADBC and IOM by 07 May 2021
3. The adoption of a database for the mobile application, based on the existing ADBC website database. 12 April 2021
4. Establishment of the administration panel by 20 April 2021
5. Back end application development by 27 April 2021
6. Front end application development by 04 May 2021
7. Android application development by 10 May 2021
8. IOS application development by 03 June 2021
9. Populating the mobile application database with data, importing data from ADBC/Connect Albania website into the mobile app by 14 June 2021

10. Mobile application integration and testing phase 18 June – 03 July 2021
11. Development of an user manual for the mobile app with a part dedicated to users and another part dedicated to the administration panel and staff training by 13 July 2021
12. Purchase of accounts in Google Play Store and Apple Store and publication of the mobile app in both stores by 20 July 2021
13. Mobile application maintenance and continuous development of the mobile application (improving the site functions) from July to August 2021, with possible extension of the contract;
14. Monthly report on the implantation of the mobile application, as well as monthly reports on during the maintenance period including data desegregated by gender, location, age for the download and or visitors of the mobile application (data to be provided after the launch of the application) to be provided on monthly bases by the 20<sup>th</sup> of each month.
15. Final comprehensive report, including data desegregated by gender, location, age for the download and or visitors of the mobile application (data to be provided after the launch of the application) by 25 August 2021.

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

The service provider will be provided with all required information on the programme and diaspora engagement/migration (including existing research reports and other publications related to these issues), such as:

- ADBC and Connect Albania website and other info needed
- Figures and information that might be needed from/useful for the company in the process of the resource development to be provided by ADBC



## Section V – Pro-forma Contract

*GPSU.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**.”

### I. 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

*For and on behalf of*

*[Full name of the Service Provider]*

Signature

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*Name*  
*Position*  
*Date*  
*Place*

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*Name*  
*Position*  
*Date*  
*Place*