



International Labour Office (ILO) Geneva

Request for Proposal (RFP)

N° 01/2010

ERP Technical Support

International Labour Office
4, route des Morillons
CH-1211 Geneva 22
Switzerland



19 February 2010

Dear Sir/Madam:

Subject: RFP N° 01/2010 – ERP Technical Support

The International Labour Office (hereafter referred to as the "ILO"), would like to procure ERP Technical Support services for its global Integrated Resource Information System (IRIS) business support system. IRIS comprises the Oracle Applications 12.0.4 suite of technologies and integrated custom components.

You are cordially invited to submit a proposal for these services according to the Instructions, Conditions and Terms of Reference (TOR) described in this document.

Any offer shall comprise a Technical Component and a Commercial Component, in separate sealed envelopes, and should reach the following address no later than **19 March 2010 at 12:00 noon, CET**:

International Labour Office
ILO/PROCUREMENT
"RFP N° 01/2010 - ERP Technical Support"
4, route des Morillons
CH-1211 Geneva 22
Switzerland

Submissions by e-mail or facsimile are not permissible.

If you request additional information, we shall endeavour to provide that information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.

You are kindly requested to acknowledge receipt of this letter and to indicate, latest by 24 February 2010, whether or not you intend to submit a proposal (via e-mail to procurement@ilo.org).

Yours faithfully,

Vanja Ostojic
Senior Procurement Officer
ILO/PROCUREMENT

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1 Introduction

1.1 Purpose of this Solicitation

The purpose of this solicitation is to specify the requirements of and select a service provider to support the operations of the International Labour Office's (ILO) *Integrated Resource Information System (IRIS)*. IRIS is an Oracle ERP version 12.0.4 implementation having custom components and interfaces to a small number of other systems.

The ILO intends to enter into a contractual arrangement with a successful bidder to provide Oracle Application Technical Analysts/Developers and Application DBAs to support IRIS up to a period of 3.5 years. The onsite consultant's work will be assigned and managed by the ILO.

1.2 Purpose and Structure of This Document

1.2.1 Document Purpose

The purpose of this document is to provide bidders with:

- A comprehensive and complete set of requirements that will enable the offering of a ERP technical support solution
- The process governing bid submission
- Templates for providing bid responses

This document contains all the requirements and information deemed necessary for bidders to provide a solution in their response that meets all of the ILO's IRIS operating objectives and defined service levels. Nonetheless, the ILO welcomes comments and alternative solutions in the proposals that could result in lower cost/higher quality services than envisioned in this document. There are specific sections in the submission forms intended for providing this type of information.

Other external sources of information for optional reference include:

- The ILO's Website: <http://www.ilo.org/>
- Oracle's Website <http://www.oracle.com/>

1.2.2 Document Structure

This document is structured into the following main sections:

- Introduction (this section)
- Solicitation timelines and process
- Terms of Reference: IRIS Technical Support Background Information
- Annexes

1.3 About IRIS

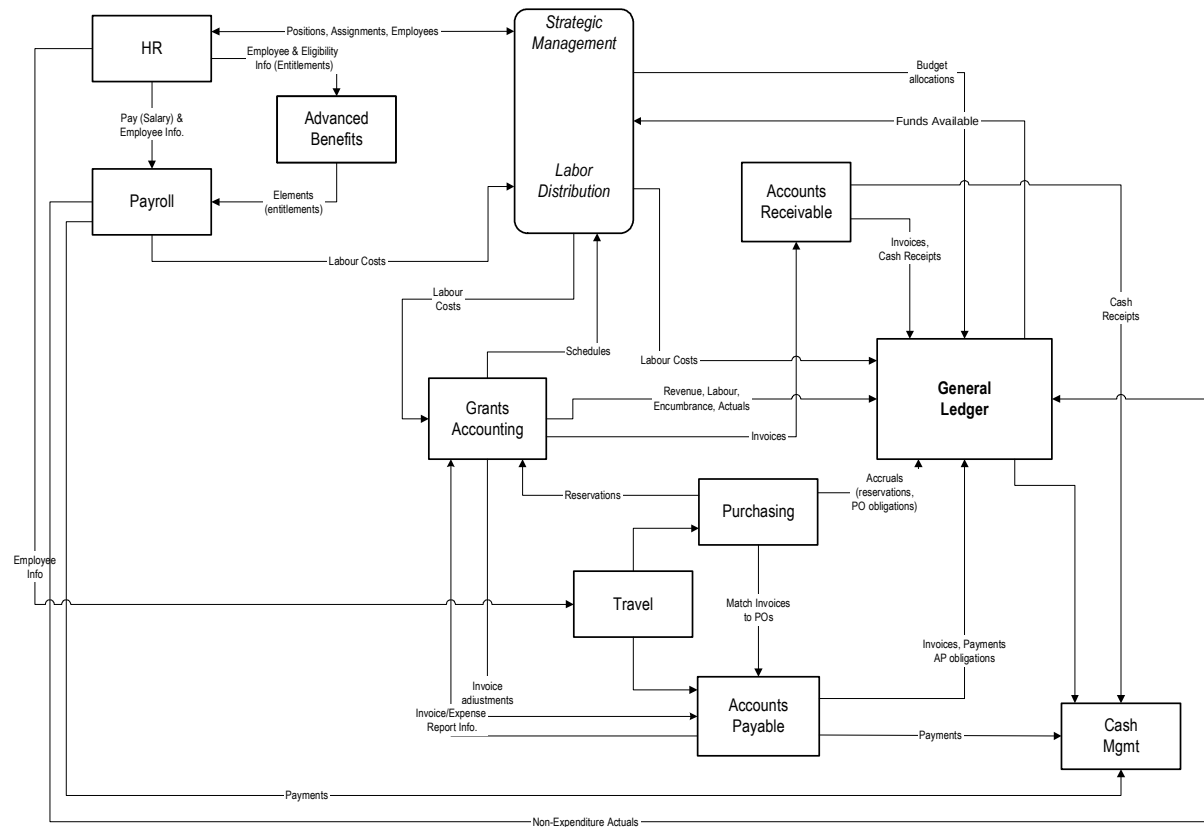
ILO has implemented Oracle Applications (IRIS) as the foundational information management system. In addition to the standard Oracle Application modules IRIS also comprises of the below mentioned custom modules which have been developed in-house by ILO. IRIS was successfully implemented at ILO Geneva HQ during the first quarter of 2005 and has been subsequently upgraded to version 12.0.4 in 2008.

Custom modules developed in-house by the ILO include:

- Travel
- Strategic Management and Budgeting (SM)
- Donor dashboard

The scope of IRIS is presented in the below figure 1.

Figure 1: IRIS Scope



1.3.1 Implemented Offices

At present, IRIS is fully implemented at ILO Geneva HQ and the SM module is available worldwide to the other 50 ILO field offices. ILO envisages the completion of the IRIS field office rollout during the biennium 2010/2011.

1.3.2 Number of Users

IRIS comprises of both Professional and Self-Service users. The number of Self-Service users is relatively high due to the Travel authorization process; all employees are required to login to IRIS in order to approve their Travel request. Professional users are predominately those who use the system for their daily office work.

Access Type	Current Number of Users ¹
Professional	1001
Self-Service	1465

¹ Estimated numbers at the time of RFP release

1.3.3 Extent of Customization

ILO has customized Oracle Applications to the following extent. Please refer to section 3.3 *Scope of Application* of this document for further details.

Type of Customization	Count ²
Bolt-on Modules	3
Interfaces	34
Forms (Custom.PLL)	8
Reports	> 504
Workflows	11

1.3.4 Phases of Implementation

Since the implementation of IRIS at ILO Geneva HQ and the more recent upgrade to version 12, the system has gone through the initial phases of transition and stabilization. While moving onto the steady state phase work continues with ongoing bug fixes, enhancements, reports, and upgrades/patching. Based on the current work plan the following are the major upcoming milestones:

Major upcoming milestones
➤ Development of reports for both headquarters and the field offices
➤ Field office (worldwide) rollout of IRIS
➤ Oracle Fixed Assets implementation
➤ ILO Donor Dashboard enhancements
➤ Implementation of ILO Manager and Governing Body (GB) dashboards
➤ Secondary Ledger for IPSAS
➤ Rental Subsidy system replacement
➤ Performance Management module
➤ Post production support including bug fixing and minor enhancements to IRIS
➤ Re-engineering of key business processes
➤ Data warehouse for HRD and Finance reporting using BI tools

² Estimated numbers at the time of RFP release

1.4 About the International Labour Organisation

1.4.1 Mandate and History

The International Labour Organization is the UN specialized agency which seeks the promotion of social justice and internationally recognized human and labour rights. It was founded in 1919 and is the only surviving major creation of the Treaty of Versailles which brought the League of Nations into being and it became the first specialized agency of the UN in 1946.

The Organisation formulates international labour standards in the form of Conventions and Recommendations setting minimum standards of basic labour rights: freedom of association, the right to organize, collective bargaining, abolition of forced labour, equality of opportunity and treatment, and other standards regulating conditions across the entire spectrum of work related issues. It provides technical assistance primarily in the fields of:

- Vocational training and vocational rehabilitation
- Employment policy
- Labour administration
- Labour law and industrial relations
- Working conditions
- Management development
- Cooperatives
- Social security
- Labour statistics and occupational safety and health

It promotes the development of independent employers and workers organizations and provides training and advisory services to those organizations. Within the UN system, the Organisation has a unique tripartite structure with workers and employers participating as equal partners with governments in the work of its governing organs.

1.4.2 Structure of the International Labour Organisation

The Organisation accomplishes its work through three main bodies, all of which encompass the unique feature of the Organisation: its tripartite structure (government, employers, and workers).

1.4.2.1 International Labour Conference

The member States of the Organisation meet at the International Labour Conference in June of each year, in Geneva. Each Member State is represented by two government delegates, an employer delegate and a worker delegate. They are accompanied by technical advisors. It is generally the Cabinet Ministers responsible for labour affairs in their own countries who head the delegations, take the floor and present their governments' points of view.

Employer and worker delegates can express themselves and vote according to instructions received from their organizations. They sometimes vote against each other or even against their government representatives.

The Conference plays a very important role. It establishes and adopts international labour standards. It acts as a forum where social and labour questions of importance to the entire world are discussed. The Conference also adopts the budget of the Organization and elects the Governing Body.

1.4.2.2 Governing Body

The Governing Body is the executive council of the Organisation and meets three times a year in Geneva. It takes decisions on the Organisation's policy. It establishes the programme and the budget which it then submits to the Conference for adoption. It also elects the Director-General.

It is composed of 28 government members, 14 employer members and 14 worker members. Ten of the government seats are permanently held by States of chief industrial importance. Representatives of other member countries are elected at the Conference every three years, taking into account geographical distribution. The employers and workers elect their own representatives respectively.

1.4.2.3 International Labour Office (ILO)

The International Labour Office is the permanent secretariat of the International Labour Organisation and focal point for the overall activities that it prepares under the scrutiny of the Governing Body and under the leadership of a Director-General, who is elected for a five-year renewable term. The Office employs some 1,900 officials of over 110 nationalities at the Geneva headquarters and in 40 field offices around the world. In addition, some 600 experts undertake missions in all regions of the world under the programme of technical cooperation. The Office also constitutes a research and documentation centre and a printing house issuing a broad range of specialized studies, reports and periodicals. It is the ILO that is conducting this tender.

1.5 Copyright

The information contained in this RFP is the property of the ILO. It is confidential and may not be copied, exhibited or furnished to others without the prior written consent of the ILO except in the case where the technical specifications are required to be shown by a Bidder to its prospective Suppliers or Subcontractors for the sole purpose of obtaining offers relative to aspects of the Proposal.

2 Solicitation Timelines and Process

2.1 Point of Contact

International Labour Office
ILO/PROCUREMENT
"RFP N° 01/2010 – ERP Technical Support"
4, route des Morillons
CH-1211 Geneva 22
Switzerland

Fax: + 41 22 799 85 29
E-mail: procurement@ilo.org

2.2 Target Solicitation Process Dates

Date	Milestone
19 February 2010	Publishing of RFP document on UNGM (United Nations Global Marketplace) website www.ungm.org
24 February 2010 COB	Receipt via e-mail (procurement@ilo.org) of intention to bid (mandatory)
5 March 2010 (17:00 CET)	Ad-hoc Bidder Q&A conducted via e-mail (procurement@ilo.org) (submitting questions is optional)
10 March 2010	Responses to Bidder Q&As sent via e-mail and posted on UNGM.
19 March 2010 (12:00 CET)	RFP responses submitted as indicated in 2.3.5 below. (mandatory for bid to be considered for evaluation)
March 2010	Evaluation, of which includes interviews for shortlisted candidates
April 2010	Recommendation to ILO's Contract Committee
April 2010	Contract Formation and Negotiation
April 2010	Contract Signature and publication of a Contract Award Notice on UNGM

Note: the shaded dates are indicative only and may be subject to slight modification.

2.3 Bid Submission Process, Rules and Regulations

2.3.1 Cost of proposal

The Bidder shall bear all costs associated with the preparation and submission of the Proposal; the ILO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

2.3.2 No Obligation to Contract

This Request for Proposal in no way commits the ILO to any obligation to contract with the bidders or any other service provider or third party for services described in this Request for Proposal.

2.3.3 Solicitation Documents

2.3.3.1 Contents of Solicitation Documents

Proposals can offer all or a subset of the services requested in this tender. Proposals offering a complete solution will be assessed more favourably than those only offering certain components. The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Proposal.

2.3.3.2 Clarification of Solicitation Documents

A prospective Bidder requiring any clarification of the Solicitation Documents may notify the ILO in writing at the Point of Contact e-mail address indicated above. The ILO will strive to respond in writing via e-mail to any requests received for clarification of the Solicitation Documents for any questions received by 5 March 2010. Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders and published on UNGM website on 10 March 2010.

Queries should be sent to ILO/PROCUREMENT via email (procurement@ilo.org) only.

2.3.3.3 Amendments of Solicitation Documents

At any time prior to the deadline for submission of Proposals, the ILO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Solicitation Documents by amendment.

All prospective Bidders that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the ILO may, at its sole discretion, extend the deadline for the submission of Proposals.

2.3.4 Preparation of Proposals

2.3.4.1 Language of the Proposal

The Proposals prepared by the Bidder and all correspondence and documents relating to the Proposal exchanged by the Bidder and the ILO shall be written in the English language. Any printed literature furnished by the Bidder may be written in another language so long as it is accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

2.3.4.2 Proposal Content

A general suggestion for all components is to refer to the numbering system used in the body of this RFP throughout the proposal. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the proposal/response.

Bidders are requested to focus on the provision of relevant information and to limit the amount of marketing and 'boilerplate' material. Points will be awarded for proposals that are clear, to-the-point, and concise; proposals that require the team to analyze large quantities of documentation in order to understand the proposed solutions will not score well. The successful bidder's proposal may be incorporated in whole or in part in the final contract.

Please note any information that the Bidder considers proprietary should be marked as such.

2.3.4.3 Proposal Submission Components

The Proposal Response shall comprise the following components:

- a) Introductory Letter (see Annex 2)

- b) Overview, including: a demonstration of your understanding of the requirements and your assessment of the completeness of this RFP – that is, if there are additional critical elements required that we have omitted that you believe should form a part of any final contract
- c) Technical Component (see [Annex 4](#))
- d) Commercial Component (see [Annex 5](#))

2.3.4.4 Technical Component Details

This volume shall include (a) through (c) above, and any documentation to demonstrate that the Bidder meets all requirements.

Failure to respect this requirement will result in automatic disqualification.

Please refer to the provided Technical Component Submission document ([Annex 4](#)).

2.3.4.5 Commercial Component Details

Some general guidelines to follow when preparing the Commercial Component include:

- Provide as complete a proposal as possible, avoid any hidden items, and include any estimates for labour, as well as cost-reimbursable items such as travel and out-of-pocket expenses.

The ILO must be able to compare services and their costs across proposals from different Bidders in a meaningful way ("apples to apples"). Adhering to this process will work in the Bidder's favour. Any Bidder that submits a proposal that is difficult or impossible to compare with other proposals will not score well. Therefore, Bidders should try to respect the proposed model as much as possible. Please refer to [Annex 5](#) entitled "Bidder Submission Package – Commercial Component".

Please note that if your pricing model is based on elements that are not included in this model, you should explain this clearly and list those elements and their price implications. If you feel that there is any redundancy between the elements listed in your financial proposal, or that some elements are not applicable to your model, please also state this and structure your pricing accordingly.

2.3.4.6 Proposal Currencies and Tax Status

All prices shall be quoted in US dollars. As the ILO is a United Nations (UN) organization and exempt from national and local taxes, all prices quoted shall be exclusive of tax.

2.3.4.7 Period of Validity of Proposals

Proposals shall remain valid for one hundred twenty (120) days after the date of Proposal submission prescribed by the ILO, pursuant to the deadline clause. The ILO may reject a Proposal valid for a shorter period on the grounds that it is non-responsive.

In exceptional circumstances, the ILO may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder granting the request will not be required nor permitted to modify its Proposal.

2.3.4.8 Format and Signing of Proposals

The Bidder shall prepare and submit four (4) copies of the Technical Component, and four (4) of the Commercial Component, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern.

The Proposal shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The latter authorization shall be indicated by a written power-of-attorney in original accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case the person or persons signing the Proposal shall initial such corrections.

2.3.4.9 Payment

The ILO shall effect payments to the Contractor after acceptance by the ILO of the invoices submitted by the contractor, upon achievement of the outsourcing requirements.

2.3.5 Submission of Proposals

2.3.5.1 Sealing and Marking of Proposals

The Bidder shall seal the Proposal in one outer and two inner envelopes, as detailed below.

a) For the purpose of identification, you are requested to cut and stick the label below and place it visibly on the outer envelope of your package, to avoid that it is opened by mistake.

International Labour Office
ILO/PROCUREMENT
"RFP N° 01/2010 - ERP Technical Support"
– **NOT TO BE OPENED BEFORE 19 March 2010 12:00 hours CET** –
4, route des Morillons
CH-1211 Geneva 22
Switzerland

b) Both inner envelopes shall indicate the name and address of the Bidder. The first inner envelope shall contain the information specified in the *Technical Component* above, with the copies duly marked "Original" and "Copy". The second inner envelope shall include the *Commercial Component* duly identified as such.

Note: If the inner envelopes are not sealed and marked as per the instructions in this clause, the ILO will not assume responsibility for the Proposal's misplacement or premature opening.

2.3.5.2 Deadline for Submission of Proposals

Proposals must be received by the ILO at the address specified under clause *Sealing and Marking of Proposals* no later **than 19 March 2010 at 12:00 noon CET**. Note that proposals cannot be accepted via e-mail or facsimile.

The ILO may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the ILO and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.3.5.3 Late Proposals

Any Proposal received by the ILO after the deadline for submission of proposals, pursuant to clause *Deadline for Submission of Proposals*, will be rejected.

We strongly recommend that proposals be sent by courier or be hand-delivered to the ILO.

2.3.5.4 Modification and Withdrawal of Proposals

The Bidder may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the ILO prior to the deadline prescribed for submission of Proposals.

The Bidder's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or e-mail but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Bidder on the Proposal Submission Form.

2.3.6 Opening and Evaluation of Proposals

2.3.6.1 Opening of Proposals

All bids will be opened according to ILO's internal procedures, which ensure the transparency and integrity of the process. There will be no public bid opening.

2.3.6.2 Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, the ILO at their discretion may ask the Bidder for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price, substance or terms of the Proposal shall be sought, offered or permitted.

2.3.6.3 Preliminary Examination

The ILO will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

Prior to the detailed evaluation, the ILO will determine the substantial responsiveness of each Proposal to the Request for Proposal (RFP). For purposes of these Clauses, a substantially responsive Proposal is one that conforms to all the terms and conditions of the RFP without material deviations. The ILO's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the ILO and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

2.3.6.4 Evaluation and Comparison of Proposals

A two-stage procedure will be utilized in evaluating the proposals, with evaluation of the Technical Component being completed prior to any Commercial Component being opened and compared. The Commercial Component of the Proposals will be opened only for submissions that passed the minimum technical score in the evaluation of the Technical Component. The Technical Component will be evaluated on the basis of its responsiveness to the Terms of this document.

All bidders' proposals will be evaluated along both quantitative and qualitative aspects. The quantitative aspects refer to the specific minimum technical requirements identified in the Terms of Reference and the associated costs. The qualitative aspects refer to subjective elements of the proposal, such as, the quality of the proposal or the nature of financial terms associated in the proposal. Both qualitative and quantitative aspects have a technical and a financial component.

2.3.7 Award of Contract

2.3.7.1 Award Criteria and Award of Contract

The ILO reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder or Bidders of the grounds for the ILO's action.

Prior to expiration of the period of proposal validity, the ILO will award the contract to the qualified Bidder whose Proposal, after being evaluated, is considered to be the most responsive to the needs of the organization.

After the evaluation of the different proposals, up to three bidders will be selected as finalists for potential site visits and final presentations. This process may aid ILO in determination the winning

bid, particularly in the situation where the finalists' scores are very close. The finalists will be contacted by end March 2010. The selection of the bidder by the ILO will be solely based on the combination of a satisfactory technical solution, contractual terms, and the associated price quote for the services requested in this RFP.

2.3.7.2 ILO's Right to Vary Requirements at Time of Award

The ILO reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

2.3.7.3 Signing of the Contract

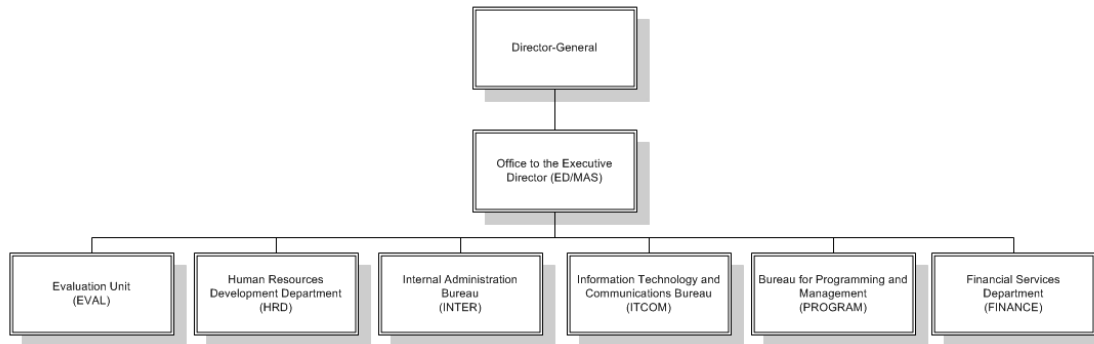
Within 30 days of receipt of the contract the successful Bidder shall sign and date the contract and return it to the ILO.

3 Terms of Reference: IRIS Technical Support Background Information

3.1 Current Support Structure

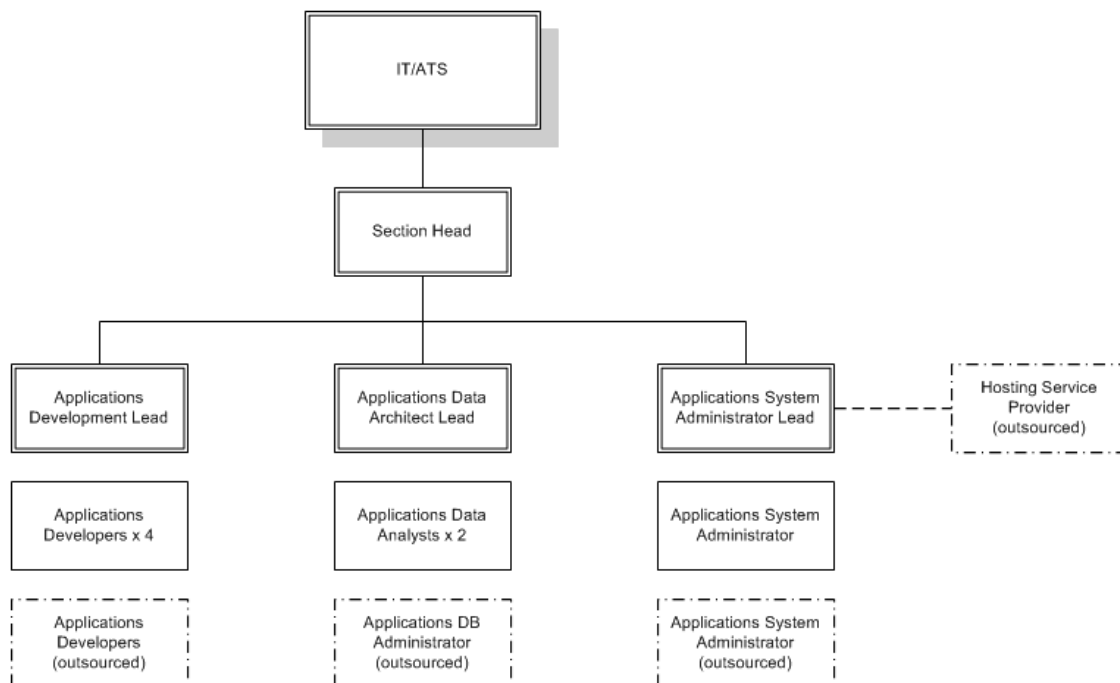
The current third level ERP Support Structure is logically split into two parts i.e. functional and technical. The Functional support team resides within the PROGRAM department and the Technical support team within ITCOM. As shown within the below figure both PROGRAM and ITCOM report directly back to the ED/MAS section of the ILO.

Figure 2. Org Chart for ED/MAS (Management and Administration Sector)



The main objective of this RFP is to assist with the procurement of a qualified and experienced outsourcing partner to provide ERP Technical resources for ITCOM. The onsite consultants will be working in a 'resource' mode i.e. work assignment and management of these resources will be undertaken by ITCOM management staff. The third level technical support of IRIS is located within the IT/ATS (Applications Technical Support) section of ITCOM as shown below in figure 3.

Figure 3. Org Chart for the IT/ATS section of ITCOM



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Based on the ILO biennium budget 2008/2009 for IRIS support and the current workload the outsourced technical staff amount to 8 FTEs (full-time equivalents), of which 6 are Application Developers and 2 Application DBA's. It is likely that the IRIS Support budget will change during the next biennium 2010/2011 and the following 2012/2013, the amount of change is uncertain, as the budget has not yet been concluded.

The outsourced application developers must be recruited according to their modular knowledge of Oracle Applications. A proposal of the preferred modular split is shown below.

Preferred Application Developer Resource split by Module:

Module	Outsourced FTEs
Finance (AP, PO)	1
Finance (AR, CM, GL)	1
HRMS & PA	1
Oracle Grants	1
Payroll & OAB	1
SM	1
Travel	
TOTAL	6

NB./ 1 FTE would cover both SM and the Travel modules.

In addition to the above, Oracle Web Center developers may be required on an ad-hoc project basis to maintain and extend the current ILO donor dashboard.

ITCOM would like to maintain the current technical support structure. However, the ILO welcomes comments and alternative solutions in the proposals that could result in lower cost/higher quality services than envisioned in this document.



3.2 Required Skills and Competencies

Descriptions of required skills and competencies for Applications Developers and Applications DBA's are described below. At least 4 years of relevant professional experience would be required.

Oracle Applications 12.0.4: Technical Analyst / Developer	
Generic Duties³	1. Applies formalized development standards and practices along with knowledge of the application being developed to ensure source code is maintainable, sustainable, reusable, upgradeable and efficient. 2. Performs necessary analysis to ensure that functional specifications and requirements are transformed into clear and concise technical specifications; works with other team members and office staff to understand business requirements for new application development and improvements to existing applications. 3. Assists with migration and testing of delivered code throughout the development life-cycle. 4. Participates in the testing process and applies fundamental unit testing concepts to programs developed; ensures that performance and stress tests, debugging procedures, and quality assurance activities are performed. 5. Contributes to periodic information sharing sessions and peer reviews of developed code. 6. Participates in IT Service Support and Delivery processes including: Incident, Problem, Configuration, Release and Change Management.
Specific Duties³	1. Development and support of reports, interfaces and extensions to the Oracle e-Business Suite of Applications; using APIs, Open Interfaces and Application Object Library components. Responsible for technical specifications, delivered source code, unit test scripts, and technical documentation. 2. Develops technical solutions utilising the full Oracle Developer Suite. 3. Performs technical analysis of software components. Provides feedback to the regarding estimates, complexity and feasibility when changes in original design and development are required to meet evolving business requirements. 4. Provides input in technical task forces as needed. These task forces work to streamline processes in focal areas such as change control, object versioning, systems support, development standards and methodologies, best coding practices, performance tuning, productivity tools, etc. 5. Meets regularly with the IT/ATS management staff to obtain work plan and deliverables; to provide updates on status of ongoing development, and to raise awareness of any risks/issues requiring mitigation, escalation and resolution
Technical knowledge	1. Systems analysis, development, planning, and documentation methods and standards 2. Software development tools, methodologies and coding best practices 3. ETL methodologies and tools

³ includes but is not limited to

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Oracle Applications 12.0.4: Technical Analyst / Developer

4. Extensive knowledge of Oracle Flexible Application Architecture required to extend functionality
5. Extensive knowledge and experience with APIs including user hooks, open interfaces and gateway
6. Extensive knowledge of Oracle Application Object Library components
7. Thorough understanding of the underlying data models and structures of Oracle Applications database
8. Working experience with Oracle's implementation methodology (AIM) with regards to Technical Design, Unit Test, Link Test, Installation and Database Design deliverables.
9. In depth, hands-on experience using the following Oracle development tools:

10g External Tables	Oracle Portal
Oracle 10g Objects (Tables, Views, Sequences, Triggers, etc.)	Oracle Self-Service Framework
Oracle Alert	Oracle Workflow 2.6.35
Oracle BIEE, Oracle Discoverer 4i	Oracle XML Publisher
Oracle Enterprise Business Intelligence	PL/SQL
Oracle Forms 10g	SQL*Loader
Oracle JDeveloper utilising ADF	SQL*Plus
Oracle Reports 10g	Web ADI

10. In depth, hands-on experience using the following 3rd Party tools used to support the development environment with the Oracle e-Business Suite:

HP Project and Portfolio Management Center (PPM) – Demand, Deployment and Project Management modules	PVCS
Oracle Application Object Library constructs	SQL*Navigator
Oracle Metalink - (the online support 'tool' for customers using Oracle technology and applications) including knowledge of the mechanisms and effective techniques used in the logging and monitoring of Oracle Technical Assistance Requests.	Unix Korn Shell

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Oracle Applications 12.0.4: Database/System Administrator	
Generic Duties⁴	1. Adheres to quality control procedures and assesses, documents, monitors potential risk to technical operations. Notifies management of risk/issues requiring escalation and mitigation. 2. Keeps abreast of technological changes and makes appropriate recommendations to management of initiatives which will benefit the organization. 3. Maintains documentation relating to application administration and adheres to published standards and procedures. 4. Provides training and support to other technical units as necessary.
Specific Duties⁴	1. Monitors and supports day to day operations of IRIS including batch operations, application security, maintenance of Application Object Library components, printers, archiving and purging of data, migration of configuration and objects into Production, Oracle Alert and workflow administration, file transfer support, logging and tracking of incidents. 2. Optimizes the performance of Oracle Applications and the database; performs troubleshooting and problem resolution, patch installation and instance management for IRIS; assists in upgrades and new project/database implementations; works in conjunction with Unix and Database Administrators, Network Operations and other technical units to ensure Oracle Applications are performing properly in accordance with established service level agreements. 3. Provides input into the development and implementation of technical policies, procedures and standards for preserving the integrity and security of Oracle Applications data, reports and environment; works closely with the ITCOM Help Desk to provide technical expertise and support as needed. 4. Works with users, members of technology service units, and Vendors in problem resolution, installation, test, and implementation of software fixes and upgrades.
Technical knowledge	1. Oracle Applications technology stack 2. Oracle object naming standards 3. Oracle Metalink 4. Oracle Alert 5. FTP Server Management 6. Oracle Notification Mailer 7. Profile Option configuration 8. Unix Shell Scripting 9. Database Administration

⁴ includes but is not limited to

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10. Server Administration
11. Management of the Oracle cost-based optimizer
12. Oracle Applications integration with 3rd party tools
13. Data communications principles, practices, and restrictions
14. Modern office practices and procedures using state-of-the-art tools and technology
15. Oracle Applications Administration tools, methodologies and best practices
16. Oracle's implementation methodology (AIM)
17. Oracle Application Object Library components:

Concurrent Manager Administration	Public Folders
Concurrent Program Definition	Request Sets, Data Groups and Request Groups
Document Sequences	Self-Service Configuration
Forms and Functions	Task Flows
Message and Help Dictionaries	User sign-on and password administration
Printer Administration	Users, Responsibilities and Menus
Profile administration	Workflow Administration
Single Sign On (SSO)	Oracle Internet Directory (OID)
Oracle Access Manager (OAM)	Oracle Identity Manager (OIM)

18. 3rd Party tools used to support the development environment with the Oracle e-Business Suite:

OfficeWings for DTA Processing	PVCS
HP Project and Portfolio Management Center (PPM) – Demand, Deployment and Project Management modules	Unix Korn Shell

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Oracle Web Center Suite: Technical Analyst/Developer	
Generic Duties⁵	1. Applies formalized development standards and practices along with knowledge of the application being developed to ensure source code is maintainable, sustainable, reusable, upgradeable and efficient. 2. Performs necessary analysis to ensure that functional specifications and requirements are transformed into clear and concise technical specifications; works with other team members and office staff to understand business requirements for new application development and improvements to existing applications. 3. Assists with migration and testing of delivered code throughout the development life-cycle. 4. Participates in the testing process and applies fundamental unit testing concepts to programs developed; ensures that performance and stress tests, debugging procedures, and quality assurance activities are performed. 5. Contributes to periodic information sharing sessions and peer reviews of developed code.
Specific Duties⁵	6. Development of dashboard portlets, interfaces and extensions. Responsible for technical specifications, delivered source code, unit test scripts, and technical documentation. 7. Develops technical solutions utilising the Oracle Web Center Suite. 8. Performs technical analysis of software components. Provides feedback to the regarding estimates, complexity and feasibility when changes in original design and development are required to meet evolving business requirements. 9. Provides input in technical task forces as needed. These task forces work to streamline processes in focal areas such as change control, object versioning, systems support, development standards and methodologies, best coding practices, performance tuning, productivity tools, etc. 10. Meets regularly with the IT/ATS management staff to obtain work plan and deliverables; to provide updates on status of ongoing development, and to raise awareness of any risks/issues requiring mitigation, escalation and resolution
Technical knowledge	11. Systems analysis, development, planning, and documentation methods and standards 12. Software development tools, methodologies and coding best practices 13. ETL methodologies and tools 14. Extensive knowledge of Oracle Jdeveloper 15. Extensive knowledge of Oracle Fusion Middleware (Oracle Web Center, Oracle SOA Suite (BPEL) and Oracle Portal)

⁵ includes but is not limited to

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Oracle Web Center Suite: Technical Analyst/Developer

16. Extensive knowledge and experience of the Oracle Web Center plugins for Oracle UCM and Oracle E-Business suite.
17. Understanding of the underlying data models and structures of Oracle Applications database
18. Experience with implementing role based security for Oracle dashboard portlets.
19. Working experience with Oracle's implementation methodology (AIM) with regards to Technical Design, Unit Test, Link Test, Installation and Database Design deliverables.
20. In depth, hands-on experience using the following Oracle development tools:

Oracle JDeveloper	Oracle Web Center Suite
Oracle 10g Database Objects (Tables, Views, Sequences, Triggers, etc.)	Oracle Portal 10g Oracle UCM/Stellent
Oracle BPEL	Oracle BIEE
PL/SQL	SQL*Plus
Oracle External Tables	Oracle Data Integrator
Navtec maps	

21. In depth, hands-on experience using the following 3rd Party tools used to support the development environment:

HP Project and Portfolio Management Center (PPM) – Demand, Deployment and Project Management modules	PVCS
SQL*Navigator or TOAD	PuTTY for UNIX
Oracle Metalink - (the online support 'tool' for customers using Oracle technology and applications) including knowledge of the mechanisms and effective techniques used in the logging and monitoring of Oracle Technical Assistance Requests.	WinSCP



3.3 Scope of Application

The outsourced technical resources will assist in the support, maintenance and enhancement of the following IRIS implemented application modules and customizations for Oracle e-Business Suite Version 12.0.4 and any other upcoming upgrades.

Applications Implemented within IRIS:

Application Name	Application code	ILO Custom module	Technical Comments
ILO Donor Dashboard	WCS	x	Developed in-house using Oracle Web Center Suite integrating with Oracle BIEE, Oracle UCM and Oracle SSO/OID.
ILO Data Mapping Tool	DM	x	Developed in-house using Oracle Forms. Used for by Interfaces for code mapping.
ILO Strategic Management	SM	x	Developed in-house, written using XSQL tags embedded in XML, and rendering in HTML (developed using Eclipse).
Oracle Accounts Payables	AP		
Oracle Accounts Receivables	AR		
Oracle Advanced Benefits	OAB		
Oracle Cash Management	CE		
Oracle Fixed Assets	FA		Currently being implemented
Oracle General Ledger	GL		
Oracle Grants Accounting	OGA		
Oracle Human Resources	HR		
Oracle Inventory	IN		
Oracle iProcurement	IP		
Oracle Oracle Labour Distribution	LD		
Oracle Payments	OP		
Oracle Payroll	PY		
Oracle Personnel Actions	PA		
Oracle Projects	PR		
Oracle Purchasing	PO		
Oracle Travel	TRV	x	Developed in-house using Oracle OAF.
Oracle Web ADI	ADI		

Summary of Custom Interfaces by Direction and then Application Module:

Direction	Application Module	Complexity			Sub total
		High	Medium	Low	
Inbound	AP	2	-	-	2
	GL	2	-	-	2
	HR	1	-	-	1
	OGA	3	-	-	3
	PY	1	3	1	5
	SM	1	3	1	5
	TRV	1	-	-	1
Outbound	GL	2	-	-	2
	HR	-	2	-	2
	OGA	1	2	-	3
	PY	1	-	-	1
	SM	3	3	-	6
TOTAL					34

Summary of Reports by Module: IRIS – Summary of Reports by Module						
Module	ILO Custom	Oracle Reports Builder	Oracle Discoverer	Oracle SQL text Reports	Oracle XML	Oracle BIEE
Accounts Payable	7	5	2	0	0	0
Accounts Receivable	5	5	0	0	0	0
Advanced Benefits	0	0	0	0	0	0
Cash Management	2	2	0	0	0	0
General Ledger	28	11	16	1	0	0
Grants Accounting	306	13	40	1	2	250
Human Resources	71	13	54	2	2	0
Payroll	31	16	7	0	8	0
Purchasing	23	9	14	0	0	0
Strategic Management	16	0	16	0	0	0
Travel	16	1	9	0	6	0
TOTALS:	505	75	158	4	18	250

The total number of custom lines of code is as follows; this should only be used to visualize the amount of customization already undertaken by IRIS.

Technology	Lines of Code
PL/SQL	1,401,120
Oracle Forms	146,160
Oracle Reports 10g	635,040
Unix shell scripts	5,040
Oracle Discoverer	10,920
SQL*Plus	31,920
Oracle Workflow	24,360
Total:	2,254,560

3.4 Application Instances

An external service provider hosts and maintains the primary IRIS applications instances including Production. Additionally, some independent instances (and their hardware) are maintained by ITCOM

List of Application Instances by Location:

Location	Instance Name	Instance Description
Hosted Off-Site	DEV0	Development
	TST0	System Test
	UAT0	User Acceptance Testing
	PROD	Production
	TRN0	Training
	ITS1	Patching
Maintained at ILO	ADMN	Patching
	ISC1A & ISC1B	IRIS Service Center
	ISC2	Functional testing
	CRP	Project instance (field rollout)
	IPSAS	Project instance (IPSAS implementation)
	TRN4	Training
	KTN1	HP PPM (Hewlett-Packard - Project and Portfolio Center) currently used for Incident Management.
	KTN2	HP PPM – used for IRIS CM (change management) tracking
	PPM1	HP PPM – CM software for Oracle – used for code migration



Annex 1: List of Current Software Components

Software Component	Current Version	Modules	License Title	Customizations/ Comments
Oracle Applications 11i	12.0.5	Human Resources	ILO	
	12.0.5	Advanced Benefits	ILO	
	12.0.5	Payroll	ILO	
	12.0.5	General Ledger	ILO	
	12.0.5	Cash Management	ILO	
	12.0.5	Accounts Receivable	ILO	
	12.0.5	Grants Accounting	ILO	
	12.0.5	Purchasing	ILO	
	12.0.5	iProcurement	ILO	
	12.0.4	Inventory	ILO	
	12.0.5	Accounts Payable	ILO	
	12.0.5	iExpenses	ILO	
	12.0.5	Self-Service Human Resources	ILO	
	12.0.5	Self-Service Advanced Benefits	ILO	
	12.0.5	Self-Service Payroll	ILO	
	12.0.4	Business Intelligence System	ILO	
	12.0.4	Oracle Financial Analyzer	ILO	
	12.0.4	Workflow Builder	ILO	
	Custom	Travel Module (UN specific)	ILO	
	12.0.5	Oracle Assets	ILO	
	Custom	Strategic Management	ILO	
	12.0.5	Oracle Payments	ILO	
	12.0.5	Oracle Projects	ILO	
Application Server Tier	10g (10.1.3)	Oracle 9i AS Certified with Oracle Applications 11.5.9	Contractor	
	10g	Oracle 10gAS (for Custom Developed Applications)	Contractor	Installation options Java and web cache
		SMTP Server	Contractor	
	5.9	Solaris	Contractor	
Database Server Tier	10.2.0.3	Oracle Database	Contractor	
	5.9 & 5.10	Solaris (or other compatible O/S)	Contractor	
Tools		Enterprise Manager (RDBMS performance and management tool)	ILO	
		HP PPM (change control software)	ILO	
		PVCS (version control software)	ILO	
		SQL*Navigator (development productivity tool)	ILO	
		Setup Reporter (configuration impact analysis tool)	ILO	
Custom Developed Applications	1.0	Strategic Management and Budgeting	ILO	
	1.0	Budget Preparation System (85 objects)	ILO	
	1.0	Data Validation and Mapping Tool (65 objects)	ILO	
	1.0	HR Personal Actions ⁶	ILO	

⁶ The PA framework is standard Oracle but the actual configuration of the PAs and associated workflows/functions/validation procedures, etc. are highly custom (20 objects & 4000+ lines of code).



Annex 2: Proposal Submission Letter from Bidder to ILO

Dear Sir:

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide ERP Technical Support Services for the sum as may be ascertained in accordance with the Consultant Rates attached herewith and made part of this Proposal.

We warrant that the information we have provided is materially accurate and acknowledge that if any information is found to be materially inaccurate that it may result in the disqualification of our proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 120 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive.

Dated this day /month of year

Signature
(In the capacity of)

Duly authorized to sign Proposal for and on behalf of <<Authorized Office, Company Name>>



Annex 3: DRAFT SERVICE CONTRACT

The ILO considers this Draft Contract as a solid basis for final negotiations with the bidder whose proposal has been accepted. Please note, however, that the ILO Conditions for Service Contracts (Annex I to the Draft Contract) are UN-mandated and NON-NEGOTIABLE.

Bidders may provide comments on the content of this Draft Contract using the table attached in Annex 4 of the Tender Document (Technical Component).

Terms of business or conditions of contract or general reservations published or issued by the selected bidder or written in any correspondence or documents emanating from the selected bidder shall not apply to this Contract unless such terms, conditions or general reservations are specifically accepted by the ILO in writing.



SERVICE CONTRACT

N°01/2010

between

THE INTERNATIONAL LABOUR OFFICE

and

.....

The International Labour Office (hereinafter referred to as "the ILO") intends that certain work and/or services in connection with the request for proposal N° 01/2010 on ERP Technical Support published on xx 2010 be contracted out and xxxxx (hereinafter referred to as "the Contractor") has accepted to execute such work and/or services.

Therefore the ILO and the Contractor hereby agree as follows:

1. PURPOSE OF THE CONTRACT

1.1 The Contract is composed of the following documents listed in order of priority, with each document being authoritative insofar as it is not in contradiction with those that precede it:

- (a) the present Contract document, duly signed by the parties, shall prevail over any other document;
- (b) the ILO Conditions Applicable to Service Contracts, in **Annex 1**;
- (c) the complete file of the request for proposal No. 01/2010, including the terms of reference and the technical requirements, in **Annex 2**;
- (d) the Contractor's offer of xx 2010, in **Annex 3**; and
- (e) the list of ILO Public Holidays 2010, in **Annex 4**.

1.2 The Contractor will perform the work and/or services (hereinafter referred to as the "Work") as described in the Terms of Reference (TOR) attached as (part of) **Annex 2**.

1.3 The Contractor shall exercise all reasonable skill, care and diligence in the performance of the Work as above described.

2. DETAILS OF WORK IMPLEMENTATION

2.1 The Contractor shall commence the Work on 1 July 2010 for a period of 42 months. The Contract will be terminated on 31 December 2013. This Contract shall be non-renewable.

2.2 The Contractor is entirely responsible for obtaining all necessary licenses or authorizations to perform the Work and for paying all taxes, fees, duties, etc. in relation with this Contract.



3. REPORTS

- 3.1 The Contractor's personnel shall submit timesheets weekly in the format specified by the ILO to the contact person indicated at paragraph 13.

4. PAYMENT AND PAYMENT CONDITIONS

- 4.1 The ILO, in accordance with the provisions below, shall pay the Contractor the amounts up to USD ~~xx~~ (xx), representing the estimated Contract price and ILO's maximum financial liability under this Contract in terms of the rates and man-day efforts (hereinafter referred to as the "Contractor rates") set out for the Work in the Contractor's Offer (**Annex 3**). The Contractor rates shall be as stated in the Contractor's Offer – Commercial Component (**Annex 3**).
- 4.2 The ILO shall pay the Contractor according to the Contractor rates mentioned in the Contractor's Offer (**Annex 3**). In the case that ILO would need to engage more Contractors' personnel than that initially envisaged in the TOR, the Contractor will provide additional personnel at rates identical to those stated in **Annex 3** Contractor's Offer. For such additional personnel provided by the Contractor, the Contractor will not charge overtime rates during normal working days.
- 4.3 ILO warrants that approval of the timesheet submitted by Contractor's personnel by ILO's line-manager and the responsible chief is evidence of ILO's acceptance of the hours worked by the Contractor's personnel and any permitted expenses stated for the period indicated on the weekly timesheet. The approval of the timesheet occurs when the timesheet has been signed by both the ILO line-manager, who would be directing the daily work of the Contractor's personnel and the ILO contact person indicated at paragraph 13.
- 4.4 In the event that ILO disagrees with the timesheet or the hours worked, signature of the timesheet is to be withheld and written notice outlining the reasons of such dissatisfaction is to be given to the Contractor immediately. In the event that the ILO is not satisfied with the performance of any of the Contractor's personnel a written notice outlining the reasons of such dissatisfaction is to be given to the Contractor as soon as possible.
- 4.5 The Contractor shall invoice ILO every month. Payments will be made within thirty (30) days from receipt of the invoice stating the portion of the Work that has been completed to the satisfaction of the ILO. The validation will take a maximum of five (5) working days. Any dispute in respect of the invoice shall be notified in writing by the ILO to the Contractor within ten (10) working days from receipt of the invoice. This written notification can be done by registered or simple mail, email, fax or any other written means to the contact person identified under article 13.1 below. The parties shall cooperate in good faith and take all the necessary initiatives to settle any disputed invoices within 20 (twenty) days.
- 4.6 The ILO reserves the right not to make payments if the ILO finds a report or the Work's progress unsatisfactory in respect of the relevant TOR.
- 4.7 No additional payment will be made for work time exceeding 8 hours per day 5 days a week unless it is carried out pursuant to an explicit written request on the part of the ILO. Any extra hours over and above the normal time during the normal working day/Saturday, Sunday, ILO Public Holiday would be charged at the rate indicated in the Contractor's offer at **Annex 3**. ILO Public Holidays shall mean the days designated as public holidays in relation to which the International Labour Office will be closed. The list of ILO Public Holidays 2010 is attached as



Annex 4. Lists of ILO Public Holidays beyond 2010 will be provided to the Contractor upon request when they become available.

- 4.8 Time spent performing calculations, writing reports, time sheets or service records at Contractor's base, shall not be chargeable time and is deemed to be included in the agreed price.
- 4.9 The Contractor shall not charge the ILO for any additional normal office cost. The infrastructure for the onsite resources including desktops, office infrastructure, necessary software and communication link will be provided by ILO at no extra cost.
- 4.10 The Contractor rates set forth in the Contractor's offer (**Annex 3**) are inclusive of travel costs and travel time and all other expenses such as visa and insurance costs, and exclusive of all taxes. The time billable to the ILO is for the time spent working directly for the ILO and not for any travel time.
- 4.11 Any reimbursement due to the ILO by the Contractor shall be made in the currency of original payment within a period of 30 (thirty) days from the date of receipt of a written notice by the ILO.
- 4.12 Irrespective of their nature, all claims of the contracting parties, other than warranty claims and claims of the ILO to be defended, held harmless or indemnified by the Contractor against claims of third parties in accordance with the ILO Conditions for Service Contracts, arising from or in any way connected with this Contract, shall be asserted within 6 (six) months after its termination.

5. CONTRACTOR'S PERSONNEL

- 5.1 The Contractor shall provide all the resumes of its personnel proposed to be assigned to perform services under this Contract. ILO reserves the right to hold interviews with all the proposed candidates to ensure that the personnel possess the right skills and experience. ILO reserves the right not to accept proposed candidates. The ILO will not compensate the associated costs for personnel invited for interview in the event that they are not suitable to take up an assignment.
- 5.2 Should the qualifications and experience of the Contractor's personnel have been misrepresented, then ILO shall have the right to immediately terminate the assignment of such personnel. For personnel terminated under this article, the Contractor will not be entitled to any further compensation from the time that the ILO notifies Contractor of the unsuitability of such personnel.

6. RISKS ASSIGNMENT

- 6.1 Sharing risk of turnover of Contractor's personnel:
- (a) The introduction of replacement personnel that meets the ILO's requirements, project organization and tools, system functionality (customised), ongoing and pending issues and activities may constitute considerable losses for the ILO. Therefore, the Contractor's personnel is expected to provide services to the ILO until the completion of the assigned tasks and deliverables, and until the planned demobilisation date.
 - (b) For every Contractor's personnel leaving the project before completing the assigned tasks or prior the scheduled demobilisation date, the Contractor will provide up to five (5) work days free of cost to the ILO unless replaced with a mutually agreed candidate prior to leaving.



- (c) If any of the Contractor's personnel is removed or for any reason is no longer available to provide the services, then the replacement personnel shall be of equal or better knowledge, experience and ability to carry out the function.

6.2 Sharing risk of poor performance by Contractor's personnel: In the event of demonstrable poor performance or misconduct, if the ILO so decides, Contractor shall provide an appropriate replacement for such personnel. The Contractor will provide suitable replacement personnel within 15 work days for off-site personnel and 30 work days for Geneva-based personnel. The provisions of article 6.1 for replacement of Contractor's personnel will apply.

6.3 Termination of an individual assignment before its end date: Due to change of the project scope or plans an assignment of any of the Contractor's personnel may need to be terminated before its end date. The ILO will give an advance notice of the minimum of 10 working days before the changed end date of the assignment. In these circumstances, the terms referred to in article 6.1 will not apply.

7. LIQUIDATED DAMAGES

7.1 If the Contractor fails to perform in whole or in part the Work or any part thereof within the specified time period(s), the ILO may, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equal to 0.2 per cent of the price of the delayed Work for each day of delay until actual performance, up to a maximum deduction of 10 (ten) per cent of the price of the delayed Work.

8. TAX EXEMPTION AND CURRENCY FLUCTUATION

8.1 Section 9 of the Convention on the Privileges and Immunities of the Specialized Agencies provides, inter alia, that the ILO is exempt from all direct taxes, including VAT, except charges for utility services, and is exempt from customs duties and charges of similar nature in respect of services and articles imported or exported for its official use. In the event any government authority refuses to recognize ILO's exemption from such taxes, duties or charges, the Contractor shall immediately consult with the ILO, which will contact the Office of the Legal Adviser (JUR) and the Office of the Treasurer (TR/CF), to determine a mutually acceptable procedure.

8.2 Accordingly, the Contractor authorizes ILO to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the ILO before the payment thereof and ILO has in each instance specifically authorized the Contractor to pay such taxes. In that event, the Contractor shall provide ILO with written evidence that payment of such taxes, duties or charges has been made.

8.3 The amount stated in this Contract excludes any adjustment or revision on account of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of this Contract.

9. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

9.1 In addition to Section 7 of the ILO General Conditions to Service contracts (**Annex 1**), ILO shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the



course of the execution of this Contract. At the ILO's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to the ILO in compliance with the requirements of the applicable law.

10. CONFIDENTIALITY

10.1 Further to Section 9 of the ILO General Conditions to Service contracts (**Annex 1**), for the purposes of this Contract, all information received by the ILO will be considered as confidential and cannot be disclosed by the Contractor to third parties. Furthermore, the Contractor shall not share the results of its Work with any third party without the written consent of ILO.

11. SUB-CONTRACTING

11.1 In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of the ILO for all sub-contractors. The approval of the ILO of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

12. TITLE TO EQUIPMENT

12.1 Title to any equipment and supplies that may be furnished by the ILO shall rest with the ILO and any such equipment shall be returned to the ILO at the conclusion or termination of this Contract, or when no longer needed by the Contractor to complete the contract. Such equipment, when returned to the ILO, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate the ILO for equipment determined to be damaged or degraded beyond normal wear and tear.

13. COMMUNICATION

13.1 On all matters arising from this Contract, the Contractor shall deal in the first instance with Mr. Mark Mongillo, Chief, IT/ATS, ITCOM (mongillo@ilo.org). The ILO shall deal in the first instance with xx, (email).

Written communications on technical issues as well as disputes with respect to invoices (referred to in article 4.3) shall be addressed to:

For the ILO: Mr. Mark Mongillo, Chief, IT/ATS, ITCOM (mongillo@ilo.org) with a copy to: ILO Procurement (procurement@ilo.org)

For the Contractor: xx (email)

13.2 Written communications on issues connected with the provisions of the present Contract, its interpretation or any legal aspects related to it, shall be sent to the address given at paragraph 1.8 of the ILO Conditions Applicable to Service Contracts (**Annex 1**).



14. FORMATION OF CONTRACT

14.1 Terms of business or conditions of contract or general reservations published or issued by the Contractor or written in any correspondence or documents emanating from the Contractor shall not apply to this Contract unless such terms, conditions or general reservations are specifically accepted by the ILO in writing.

14.2 This Contract becomes effective upon its signature by both parties. It shall expire upon fulfilment by the parties of their respective obligations or otherwise in accordance with the provisions herein.

For the International Labour Office

For the Contractor

(signature)

(signature)

(name in printed letters) (title or position)

(name in printed letters) (title or position)

(place) (date)

(place) (date)



Annex 1 to Contract:
ILO CONDITIONS FOR SERVICE CONTRACTS
(rev. April 2007)

1. GENERAL CONDITIONS

- 1.1 In the present Conditions for Service Contracts
- the term "Contractor" stands for any other term that may be used in the preceding contractual document to designate the party concluding the contract with ILO;
 - the term "Contract" stands for the contractual arrangement independently from any other name given to it in the preceding part.
 - the term "Government" stands for the government of the country concerned by the Project;
 - the term "Donor" stands for the institution financing the Project.
- 1.2 The Contractor shall, for the purposes of this Contract, have the status of an independent contractor.
- 1.3 The ILO will retain overall control of the operations carried out by the Contractor for the Work and will monitor the Contractor's performance and compliance with contractual conditions.
- 1.4 The Contractor shall grant officials of the ILO free access at any time to all places where the Work is being performed and shall make available to them all relevant documents.
- 1.5 The Contractor shall immediately report to the ILO in writing any problems encountered which may endanger the implementation of this Contract.
- 1.6 The Contractor shall not assign, in whole or in part, its obligations under this Contract.
- 1.7 The Contractor shall conform to all applicable laws and regulations of the country or countries concerned by the Contract.
- 1.8 Communications on issues connected with the text of the Contract or its interpretation or any legal aspects related to it shall be addressed to:
- International Labour Office,
PROCUREMENT
4, route des Morillons,
CH-1211 Geneva 22,
Switzerland
Facsimile: + 41 22 799 85 29
Phone: + 41 22 799 62 85
E-mail: procurement@ilo.org
- 1.9 The language to be used for all communications between the parties is English.

2. LABOUR CLAUSES

- 2.1 The Contractor shall respect the International Labour Standards of the International Labour Organisation. In particular, the Contractor shall in all circumstances respect the basic principles of these standards, which are:
- (a) the freely exercised right of workers, without distinction, to organise, to further and defend their interest as well as the protection of those workers who exercise their right to organise;
 - (b) prohibition of forced or compulsory labour in all its forms;
 - (c) equal remuneration for men and women for work of equal value;
 - (d) prohibition of employment of children below 14 (fourteen) years of age or the minimum age for employment permitted by the law of the country where the Work is carried out or the age of the end of compulsory schooling in that country, whichever is higher;



- (e) equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin.
- 2.2 The Contractor shall ensure that wages are paid in legal tender in full and directly to the workers concerned.
- 2.3 The Contractor shall ensure that the wages of its personnel, their hours of work and the other labour conditions including social security are at least as favourable as those established for work of the same character in the trade or industry concerned in the area where the Work is carried out.

3. STAFF

- 3.1 The Contractor's personnel ("the Personnel") are not ILO officials nor subject to the ILO Staff Regulations. Accordingly, the Contractor will be responsible for all expenditures in connection with the assignment of Personnel, including allowances, insurance, cost of travel arrangements, local transport, etc.
- 3.2 The Contractor shall insure the Personnel against the consequences of the following risks:
 - (a) sickness, injury and death;
 - (b) incapacity to work due to accident and sickness either during normal working hours or outside working hours.Time lost as a result of (a) and/or (b) shall not be chargeable to the ILO.
- 3.3 The Contractor shall replace any of the Personnel who in the opinion of the ILO endanger the timely and correct implementation of the Work, or who grossly infringe the laws or regulations of the country.
- 3.4 The Contractor shall be fully responsible for acts and omissions of the Personnel. The Contractor shall ensure that the Personnel conform to all applicable laws and regulations of the country concerned and shall take responsibility for the consequences of any action undertaken by Personnel which reflects adversely on the ILO or its relation with the Government or any other institution.

4. VARIATIONS

- 4.1 The ILO may at any time, by a written notice given to the Contractor, make changes within the general scope of the Work.
- 4.2 If any such change causes an increase or decrease in the cost of, or the time foreseen for, the Contractor's performance of any part of the Work, an equitable adjustment shall be made in the Contract Price or time schedule, or both, and the Contract shall accordingly be amended.
- 4.3 Any claim for adjustment under paragraph 4.2 above shall be asserted within 30 (thirty) days from the date of receipt of the ILO's change order.

5. MODIFICATIONS OF THE CONTRACT

- 5.1 Any modification of this Contract other than changes pursuant to Section 4 above shall be effected by a written amendment executed by the parties to the Contract.

6. TERMINATION OF THE CONTRACT

- 6.1 The ILO may, without the authorisation of a court or any other authorisation and without prejudice to any other remedy, by written notice to the Contractor, terminate the Contract in whole or in part:
 - (a) if the Contractor fails to perform in whole or in part the Work within the specified time period(s) or fails to perform any other contractual obligation and does not rectify such



failure within a period of 20 (twenty) days after receipt of a written notice by the ILO. This right to terminate the Contract may originate from conditions which do not constitute a material breach of contract; or

- (b) if the Contractor becomes bankrupt; otherwise insolvent; or
- (c) if the Contractor is declared undesirable by the Government; or
- (d) if the Government or the Donor terminates the Project before the foreseen date.

In cases of partial termination the Contractor shall continue performance of the Contract to the extent not terminated.

- 6.2 The Contractor may, by written notice of default sent to the ILO, terminate the Contract:
- a) if the ILO fails to make payments which are due under the Contract and does not rectify such failure within a period of 50 (fifty) days after receipt of the Contractor's written notice of default; or
 - b) if the ILO fails in its contractual obligations so as to make it unreasonable for the Contractor to proceed with the performance and does not rectify such failure within a period of 50 (fifty) days after receipt of the Contractor's written notice of default.
- 6.3 If the ILO terminates the Contract pursuant to paragraph 6.1 (a) to (c), the ILO may procure, upon such terms and in such manner as ILO deems appropriate, work and/or services similar to those not performed and the Contractor shall be liable for any excess costs or damage caused to the ILO by the Contractor's default. The ILO reserves the right to offset costs, incurred by it in relation to the termination of the Contract and/or the replacement of the Contractor, from monies due.
- 6.4 If the Contract or any part of it is terminated pursuant to paragraph 6.1 above, the Contractor shall not be entitled to any indemnity from the ILO, with the exception of any monies due in respect of work and/or services performed to the satisfaction of the ILO.
- 6.5 Any termination of the Contract shall not prejudice or affect the accrued rights or claims and liabilities of either party to this Contract.

7. COPYRIGHT

- 7.1 Copyrights resulting from the Work to be performed under this Contract shall be vested in the ILO including, without any limitation, the rights to use, publish, sell, or distribute, privately or publicly, any item or part thereof.
- 7.2 The Contractor shall defend and hold the ILO, its employees and agents, free from any liability whatsoever, for or on account of the Contractor's use or infringement of any copyright, patent, trade name, personal and private right or the right of any corporation or association in connection with this Contract.

8. LIABILITY

- 8.1 The Contractor hereby indemnifies and holds the ILO harmless from and against any and all responsibilities, claims, demands, suits, judgments, damages and losses, including the costs, fees and expenses in connection therewith or incident thereto for:
- (a) any injury to Personnel and to third parties, including death;
 - (b) any loss of, damage to, or destruction of his property or of any property of third parties, arising out of, or in any way connected with the performance of the Work under this Contract.

9. CONFIDENTIALITY

- 9.1 The Contractor shall not, while performing the Work or at any time thereafter, utilize in any manner prejudicial to or incompatible with the interests of the ILO any information of a restricted



or confidential nature which may come to the Contractor's knowledge in connection with the performance of this Contract.

10. PRIVILEGES AND IMMUNITIES

- 10.1 Nothing in this Contract or relating thereto shall be construed as constituting a waiver of privileges or immunities of the International Labour Organisation.

11. RESOLUTION OF DISPUTES

- 11.1 The ILO and the Contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with this Contract.
- 11.2 Any dispute, controversy or claim arising out of or relating to this Contract, or the breach, termination or invalidity thereof which cannot be resolved by mutual agreement within 60 (sixty) days or any claim thereof shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules as at present in force.
- 11.3 The number of arbitrators shall be 3 (three).
- 11.4 Each party shall appoint 1 (one) arbitrator. The two arbitrators thus appointed shall choose the third arbitrator who will act as the presiding arbitrator of the tribunal.
- 11.5 If within 30 (thirty) days after their appointment the two arbitrators have not agreed on the choice of the presiding arbitrator, the presiding arbitrator shall be appointed by the International Chamber of Commerce in Paris.
- 11.6 The place of arbitration shall be Geneva.
- 11.7 The language to be used in the arbitral proceedings shall be English.

12. EXEMPTIONS

- 12.1 A party is not liable for a failure to perform any of its obligations if the party proves that the failure was due to an impediment beyond its control which rendered the performance of the obligations impossible and that the party could not reasonably be expected to have taken the impediment into account at the time of the signature of the Contract or to have avoided or overcome the impediment or its consequences.
- 12.2 In the case of partial inability to perform the contractual obligations the parties shall continue to perform their obligations as far as reasonably practical by all reasonable available means.
- 12.3 The party which fails to perform shall immediately notify the other party specifying which of its obligations it is being prevented from complying with and shall give an estimate of the period during which it is likely to remain prevented from complying with the said obligation(s).
- If the notice is not received by the other party within a reasonable time after the party who fails to perform knew or ought to have known of the impediment, the failing party is liable for damages resulting from such non-receipt, except where the impediment also prevents transmission of the notice.
- 12.4 The exemption provided by the present section of the Conditions has effect only for the period during which the impediment exists.
- 12.5 Where the impediment persists beyond 4 (four) months, either party shall be entitled to terminate, without the obligation to pay damages, the part of its obligations affected by the impediment and shall so inform the other party.



13. FRAUD OR CORRUPTION

13.1 The Office expects participants in its bidding procedures to observe the very highest ethical standards during the process of adjudication and/or execution of contracts.

13.2 To this end, the Office:

(a) has provided definitions of the following terms:

(i) "corrupt practices" are understood to be the offering, giving, receiving or solicitation, directly or indirectly, of any advantage, in order to influence the actions of an official during the process of adjudication and/or execution of a contract;

(ii) "fraudulent practices" are understood to be the false presentation of the facts, or the failure to mention certain facts, in order to influence the process of adjudication and/or execution of a contract;

(iii) "collusive practices" are understood to be any conduct or agreement between two or more bidders, the purpose of which is to set prices at an artificial level or in a non-competitive manner;

(iv) "coercive practices" are understood to be the use or threat of coercion, directly or indirectly, with regard to individuals or their property, in order to influence the outcome of the process of adjudication and/or execution of a contract;

(b) shall reject any bid, if it is shown that the supplier who submitted the winning bid has, directly or indirectly, employed corrupt, fraudulent, collusive or coercive practices with regard to the bid concerned;

(c) shall penalize an enterprise or an individual, by disqualifying them for a specified or indefinite period from participating in the bidding procedures of the Office, if it is shown that the enterprise or individual has, directly or indirectly, employed corrupt, fraudulent, collusive or coercive practices with regard to bidding procedures or the adjudication of a contract;

(d) reserves the right to request participants in bidding procedures, and their contractors, suppliers and consultants, to authorize access to their accounts, records and other documents related to the submission of the bids, as well as to the contracts, so that they may, if necessary, be examined by one or more auditors duly appointed by the Office.



Annex 4: Bidder Submission Package - Technical Component



Annex 4 - Bidder
Submission Package -

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Annex 5: Bidder Submission Package - Commercial Component



Annex 5 - Bidder
Submission Package -

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