



International Labour Office (ILO) Geneva

Request for Proposal (RFP)

RFP N° 38/2011

***Integrated Resource Information System (IRIS)
Hosting, Operations, Support and Maintenance***

September 2011



21 September 2011

Subject: RFP 38/2011 – Integrated Resource Information System (IRIS)
Hosting, Operations, Support and Maintenance

Dear Sir/Madam,

The International Labour Office (hereafter referred to as the "ILO"), would like to procure hosting, operations and support services for its Integrated Resource Information System (IRIS) business support system. IRIS comprises the Oracle Applications 12i 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 **Monday 31 October 2011 at 12:00 noon, CET:**

International Labour Office
REGISTRY
"RFP N° 38/2011 - IRIS Hosting, Operations, Support and Maintenance"
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 whether or not you intend to submit a proposal via e-mail (procurement@ilo.org).

Yours faithfully,

A handwritten signature in blue ink, appearing to read 'Vanja Ostojić', is positioned above the typed name.

Vanja Ostojić
Senior Procurement Officer
Procurement Bureau, ILO



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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 host, maintain and support the operations of the International Labour Office's (ILO) *Integrated Resource Information System* (IRIS). IRIS is an Oracle ERP 12i implementation having custom components and interfaces to a small number of other systems. These applications are described in Section 1.3.

The ILO intends to enter into a contractual arrangement with a successful bidder to provide the following overall solution components for a period up to 5 years.

- Application Hosting and complete hardware / software / network-connectivity infrastructure.
- Technical Operations and Support.
- Provisioning of and migration to the hosted environment from current service provider.

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 comprehensive, "turn-key" 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
- Goals of outsourcing the operations and support of IRIS
- Terms of Reference and Primary Bidder Response sections
 - Requirements



▪ Company Information

- Annexes

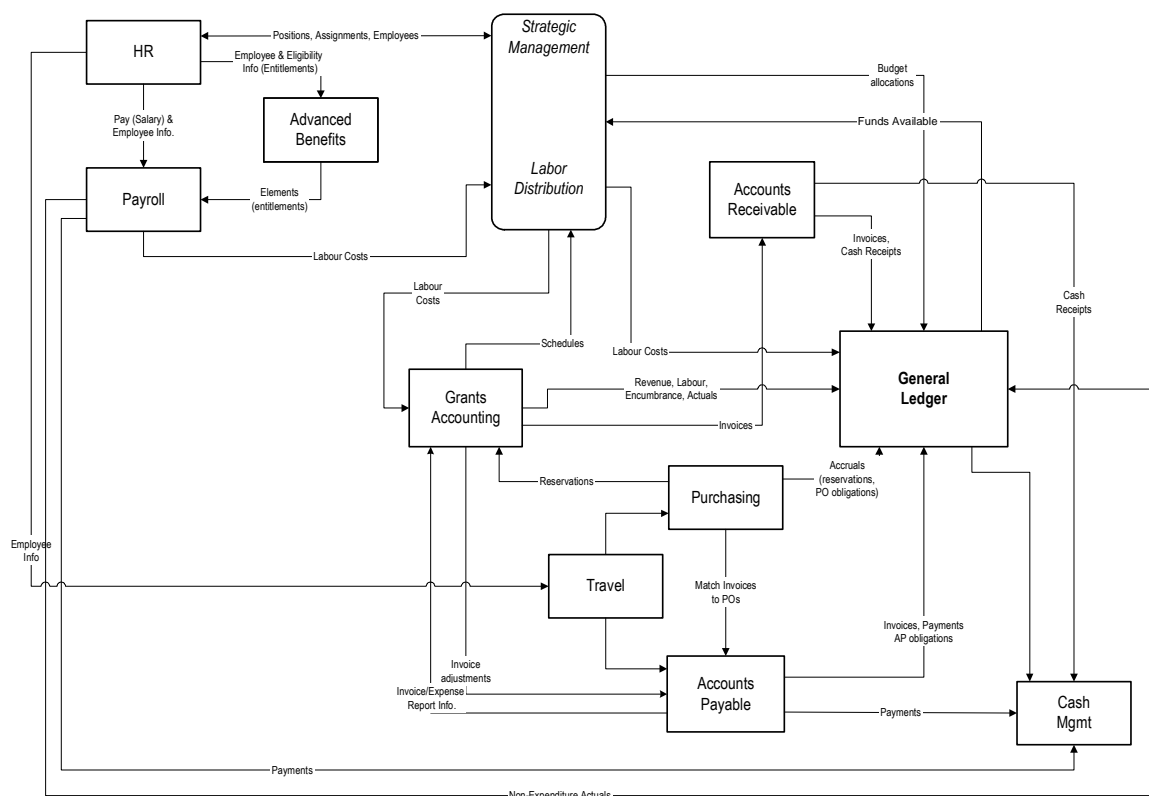
1.3 About IRIS

The IRIS project was motivated by many of the standard issues facing global organizations:

- Legacy systems that were becoming increasingly expensive and risky to maintain
- A desire to reorient the way the organization manages data and business processes
- A need to operate more efficiently and with more accountability
- Improved access to real-time, reliable information for decision makers

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

Figure 1: Project IRIS Scope



IRIS was implemented in 2005. Oracle Applications 11.5.9 was selected as the foundational information management system of IRIS. In August 2008, IRIS was upgraded to Release 12.0.4 version. IRIS is planned to be upgraded to Release 12.1.x in 2012. Where notable gaps in functionality were identified, custom modules were built, also based on Oracle technologies and fully integrated with IRIS using standard APIs. These include the ILO's Travel module, built with Oracle JDeveloper (utilising OAF), and the ILO's Strategic Management and Budgeting module, built using Eclipse and XSQL. A number of customizations have also been developed,



including key interfaces between IRIS and legacy ILO applications outside of the scope of IRIS.

In October 2010, ILO Donor Dashboard portal went live using data from IRIS database. This portal provides information to ILO donors. Data extracted from IRIS, on daily basis, is stored in a data warehouse in the ILO Headquarters. The Oracle Identity Management infrastructure (OIM) is used for single sign-on between the different technologies used to build Donor Dashboard¹. IRIS is the single source of truth for OIM which is refreshed on daily basis by IRIS users and passwords. There is a need to have another OIM server hosted by the outsourcing vendor to ensure redundancy, automate the OIM refresh in Headquarters and maintain timely synchronization.

IRIS application maintenance and support is under the responsibility of Information Technology and Communications Department (ITCOM). More specifically, under the Information Technology/ Application Technical Support Section (IT/ATS). IT/ATS is responsible for the maintenance and support of Oracle-based applications. IT/ATS comprises of three units, each with a technical lead responsible for day-to-day activities of staff. These units include the Systems Administration Unit, the Development Unit and the Data Warehousing/Reporting Unit.

IRIS infrastructure (facilities, servers, SAN, network, etc.) components have been hosted with an external service provider since 2004.

The IRIS system is currently being deployed to Regional ILO offices in the field. The network connectivity for this deployment is not in the scope of this RFP but it is worth mentioning in order to paint the deployment scope and potential capacity planning considerations. The first pilot sites include the ILO office in Budapest, Hungary and Jakarta, Indonesia. IRIS is currently deployed to Bangkok, Beirut and Lima. More offices will be scheduled for deployment in the next biennium. The user base is expected to increase and the connectivity requirements e.g. peak loads from online access as well as file sharing and printing services will have to be taken into account. The load will also depend on access from ILO's offices from Lima, Peru to Suva, Fiji. It is not expected to be a 'big-bang' implementation but rather a roll-out to the regional and select offices. Deployment to ILO offices is done in 2 phases, the first phase uses light consumption of bandwidth while the second phase is expected to use document attachments resulting in a considerable increase of bandwidth. Likewise, the support structure must be adjusted to 'follow the sun' and system availability will also need to take into account scheduled down times for patching and maintenance.

¹ The Donor Dashboard is built using Oracle WebCenter Suite 10G, Oracle Business Intelligence Enterprise Edition 10G and Oracle Universal Content Management 10G. All the servers are in the ILO Headquarters.



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 49 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

PROCUREMENT Bureau

"Re: RFP N° 38/2011 – IRIS Hosting, Operations, Support and Maintenance"

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
Wednesday 21-09-2011	Publishing of RFP document on UNGM (United Nations Global Marketplace) website www.ungm.org on Wednesday 21 September 2011
Wednesday 5-10-2011 (12:00 CET)	Receipt via e-mail (at above address) of intention to bid and participate in the Bidders Conference; receipt by Wednesday 5 October 2011 12:00 CET (mandatory)
Tuesday 11-10-2011 (09:00 - 12:00 CET)	Participation in the Bidders Conference on Tuesday 11 October 2011 (ILO HQ, 09:00 - 12:00 CET) (mandatory)
Friday 14-10-2011 (12:00 CET)	Ad-hoc Bidder Q&A conducted via e-mail using above address; deadline for submission by Friday 14 October 2011 (12:00 CET) (submitting questions is optional)
Wednesday 19-10-2011	Responses to Bidder Q&A sent via e-mail for all questions on Wednesday 19 October 2011 (COB)
Monday 31-10-2011 (12:00 CET)	Opening of Bids. RFP responses due to the above address on Monday 31 October 2011 12:00 CET. (mandatory for bid to be considered for evaluation)
Week 47	Evaluation period – interviews for short-listed candidates



Week 48-49	Evaluation period - site visits for short-listed candidates
Week 50	Recommendation to ILO's Contract Committee
Week 51	Contract Formation and Negotiation
Week 52	Contract Signature

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 (except those components specifically marked as "Optional" in section 4.7). 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 on Wednesday 19 October 2011; for any questions received 5 days prior to this date. 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 that have indicated their intent to bid on this proposal. The deadline for submission of **clarification questions** is 12:00 noon CET on Friday 14 October 2011. Queries should be sent via email (procurement@ilo.org) only.

Additionally, a **mandatory bidder conference** is scheduled to be held at ILO's headquarters in Geneva, Switzerland from 09:00-12:00 CET on Tuesday 11 October 2011. The ILO will answer interactively any questions a bidder may have with regard to this RFP. Details of the exact meeting location within the ILO HQ will be provided to confirmed participants.

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 7](#))
- 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 9](#))
- d) Commercial Component (see [Annex 10](#))
- e) Certification to be submitted by a Bidder in an ILO Competitive Bidding Procedure (see [Annex 11](#))
- f) Service Level Agreement (SLA): The standard SLA used by the service provider for services of this nature.

2.3.4.4 Technical Component Details

This volume shall include (a) through (d) above, and any documentation to demonstrate that the Bidder meets all requirements. It shall additionally include the SLA referenced above. Please note that the Technical Component of the Proposal



should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

Failure to respect this requirement will result in automatic disqualification.

Please refer to the provided Technical Component Submission document for details.

2.3.4.5 Commercial Component Details

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

- All pricing information is to be submitted as part of the Commercial Component under separate cover.
- 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.
- If appropriate for the bidder's business model, pricing should include figures for both purchase and lease/rent options. The ILO reserves the option to either lease/rent or purchase outright the equipment through the Contractor. The ILO has a strong preference not to take ownership of any equipment and have any associated costs built in as part of the standard recurring hosting fees.

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 the Commercial Component template in Annex 10.

Please note that if your pricing model is based on elements that are not included in this model, please explain this clearly and list those elements and their price implications. If you feel that there is any redundancy between the elements listed in the Commercial Volume template, 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. A Proposal valid for a shorter period may be rejected by the ILO 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

One (1) original, signed by the company's legal representative and bearing the official company stamp, and four (4) copies of the proposal, shall be submitted in an outer and two inner sealed envelopes, as detailed under clause 2.3.5 below. 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 corresponding milestones.

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 required to cut out and stick the label set out below on the outer envelope or package:

International Labour Office
REGISTRY
"RFP 38/2011 - IRIS Hosting, Operations, Support and Maintenance"
NOT TO BE OPENED BEFORE Monday 31 October 2011 12:00 CET
4, route des Morillons
1211 Geneva 22, Switzerland

b) Each of the two inner envelopes shall be sealed and indicate the name and address of the Bidder. The first inner envelope shall contain the Bidder's Technical Proposal and be clearly marked "RFP N° 38/2011 Technical Component", with the copies duly marked "Original" and "Copy". The second inner envelope shall contain the Bidder's Commercial Component and be clearly marked "RFP N° 38/2011 Commercial Component". **Any and all financial information shall be included only in the Commercial Component**, which shall be prepared using the Commercial Component Form attached as Annex 10. **No financial proposal,**



quotes or other related financial information should appear in the Technical Component.

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 **Monday 31 October 2011 (12:00 noon CET)**. Note that proposals cannot be submitted 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 three-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.

After the evaluation of Technical and Commercial Components of the Proposals, up to three bidders will be selected as finalists for site visits and final presentations. These finalists will be contacted by 16 November 2011. Site visits will be scheduled for the weeks 48 and 49.

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 5-year contract to the qualified Bidder whose Proposal, after being evaluated, is considered to be the most responsive to the needs of the organization.

The selection of the bidder by the ILO will be solely based on the combination of a satisfactory technical solution, contractual terms, the associated price quote for the services requested in this RFP and interviews/site visits.

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.

2.3.7.4 Contract Duration

The ILO will award a 5-year contract to the successful Bidder, with an option to renew it on a 1+1 year basis, subject to satisfactory performance of services.



Goals of the Outsourcing Agreement

2.4 Desired Future Operating Vision

The vision of the ILO in operating IRIS is:

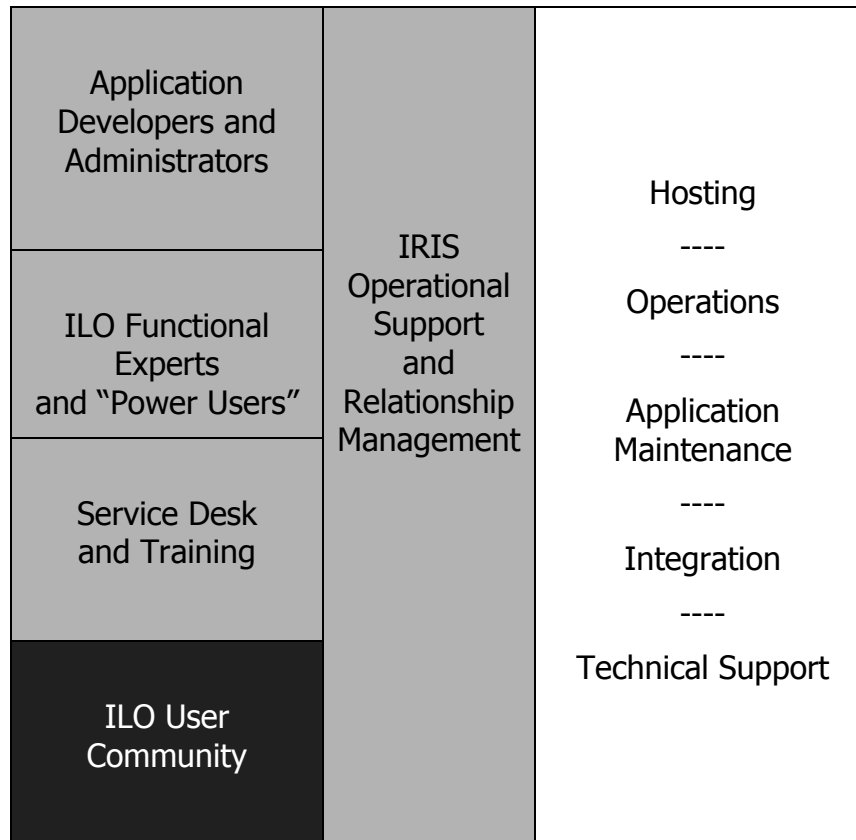
- To focus as much as possible on ILO's core mandate
- To streamline business processes and to leverage the information managed by IRIS
- To achieve operating cost reductions

Given this vision, the ILO believes that outsourcing certain services required to operate and maintain IRIS could be attractive. Given ILO's wide-ranging mandate and the budgetary pressures faced by most international organizations, the Office needs to focus its limited resources on its main mandate. While the processes and information managed by IRIS are firmly within the Office's mandate, the prerequisites for hosting and managing a world-class ERP infrastructure having to support demanding service levels is not.

The ILO has invested substantial sums in acquisition and preparation for deployment of IRIS. A significant component of this investment is in its staff's process knowledge and education in the Oracle suite of products. As such, the ideal future state vision will enable the ILO to focus on its core business, leverage and maintain its investment in Oracle knowledge and business processes in its staff, and be supported by a world class partner for the remaining IRIS operations and support requirements.

An example of this vision is presented in the figure below.

Figure 2: Operating Vision



In this figure, the gray-shaded boxes will be taken care of by ILO Departments. The middle box is handled by an Operations Manager who is responsible for management of the internal ILO team and is the point of contact for all relationship management aspects with the outsourcing company. Currently this is performed by the Section Chief of the IT/ATS (Applications Technical Support) Section under ITCOM (Information Technology and Communications Department). The manager is supported on a part time basis by procurement and legal personnel who will assist with the continuous monitoring of performance under the contracted terms.

Other components of the internal ILO team are split into Infrastructure Support, Application Technical Support and Functional Support teams:

- Application Administrators: Staff trained in the technical configuration of Oracle Applications etc. they will be responsible for user administration, control data maintenance, and similar tasks.
- Functional Experts and Power Users: These staff, having business analyst profiles, will be the primary liaisons to their respective ILO functional organizations. They will work through the Change Control board of the



Operations Manager's office to manage the Applications Maintenance service at the outsourcing partner.

- Training: This group will be responsible for end-user training.
- Service Desk: This group is responsible for end-user Tier 1 support.

The white box corresponds to the scope of services provided by the outsourcing company. The company shall use the Operations Manager as its primary point of contact, however incidents and daily operation can be extended to a reduce group of staff working in ITCOM.

N.B.: As much as is possible and practical, the ILO wants to focus on contracting for services that are governed by measurable service level agreements (SLAs). It has a strong preference not to buy any of the components required for the Bidder to provide the services requested (with the exception of the customer furnished components listed in Annex 6).

2.5 Technical Scope

The technical aspects that are presented for bidding in this RFP include:

- Provision of all technical platforms, network connectivity and security, and server software components, except Oracle Applications.
- Custody and maintenance of ILO's Oracle Applications license.
- Provision of all technical operations and support services, including server hosting, application software maintenance, patching and upgrades.
- Provision of Governance services during the different phases: Project, Pre-Production/Transition and Production Operations. Mainly these are: service delivery management, service level agreement, capacity management broadly we can call it: Relationship Management.

Figure 3 below is a matrix that should indicate to the bidder what services ILO expects the bidders to provide.

**Figure 3: Technical Scope (General Overview)**

SERVICES	PROJECTS	Pre-PRODUCTION / TRANSITION	PRODUCTION OPERATIONS
Governance	Service Delivery Management, Service Level Agreement, Capacity Management		
Support Services	Monitoring, Technical Service Desk, Functional Service Desk, End-user Service Desk	Monitoring, Technical Service Desk, Functional Service Desk, End-user Service Desk	Monitoring, Technical Service Desk
Application Development	Development, Source repository and version Control, Code Migration, Release management	Development, Source repository and version Control, Code Migration, Release management	Code Migration, Release management
Application Administration	Application upgrades, Interface, Batch & Printer management.	Interfaces, Batch & Printer management.	
Technical Operations, System Administration	Mid-tier Admin, Database Administration, Application patching.	OS Admin, Patching, VmWare Admin, Technical Migration and Upgrades, Mid-tier Administration, Database Administration, Application patching.	
Hosting, Infrastructure Services, Disaster Recovery	Hosting Platform: Server Hardware, Storage Area Network, Tape backup, Load Balancer, Other hardware appliances Services: Storage Management, Backup and recovery Disaster Recovery: Remote backup and storage, empty shell facilities		
Communications and Network Services	Communications between Hosted Site and ILO offices Monitoring and Maintenance: Firewall, Routers, LAN, WAN services		

Key: **Red = ILO Responsibility**

Green = Bidder expected to provide services

The figure above aims to lay out the different layers of services required to operate IRIS and what ILO deems it should outsource during what phase of the system life cycle: Project phase, Pre-Production and Transition phase, then finally during Production Operations.

The services enumerated in bold **green** are expected of the successful bidder/outsourcing partner. The services in **red** will remain the responsibility of ILO.

Below are additional salient points about the spreadsheet:

1. Looking at the figure from bottom up, network connectivity services and hosting infrastructure will be provided by the potential bidder regardless of whether the



work is in development or in production. Same response time is expected during each phase, development, user acceptance test and production.

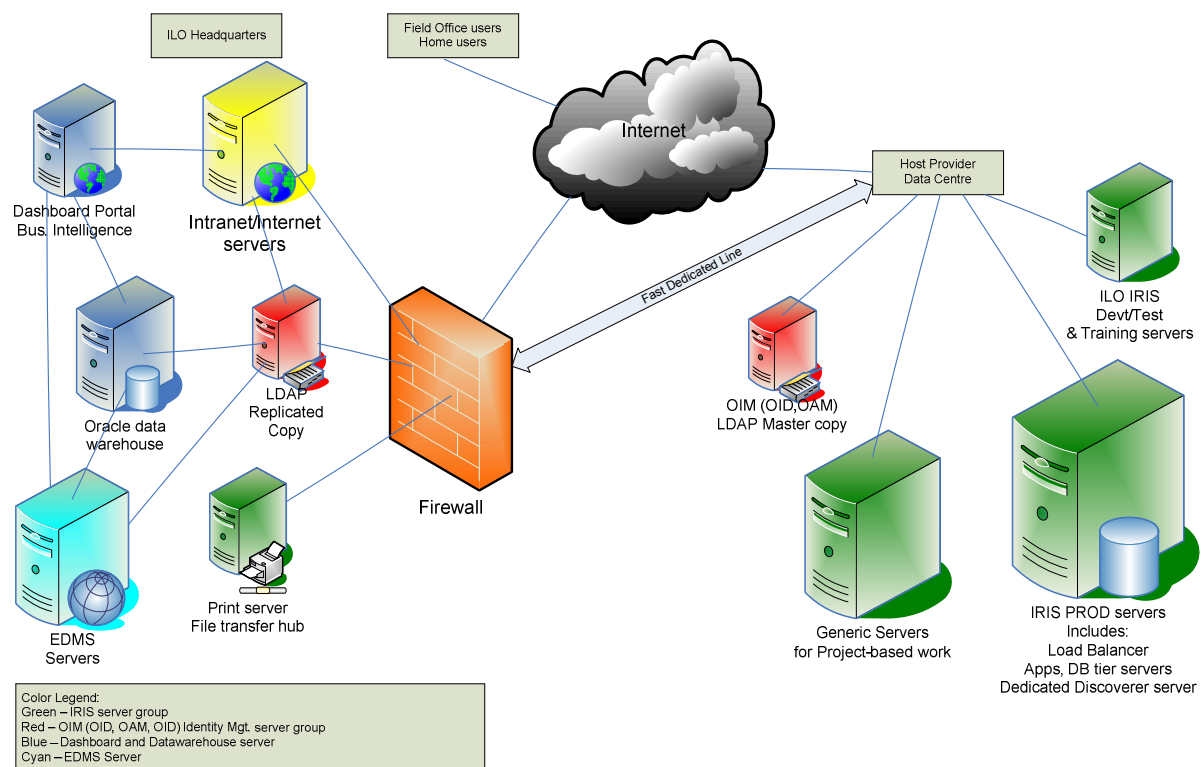
2. In the Technical Operations and System Administration, ILO would prefer to have control of this aspect during the Project Build phase since it will allow the technical teams to respond more quickly to change requests. Of course, during Pre-Production, the outsourcing provider should have full control of the changes to guarantee the mutually agreed Service Level Agreement. It is expected that a handover activity is made by ILO and outsourcing provider teams of the finished modules or components to facilitate implementation to the Production system.
3. All Application Administration and Development will be handled by ILO technical teams. Because code changes require full understanding of the application, code migration should be handled by ILO technical teams.
4. As far as Support services are concerned, responsibility is handed back to the outsourcing provider during the Pre-Production and Production Operations phase. This is due to the fact that the outsourcing provider is more familiar with the Production environment, the performance metrics as well as the staffing required to operate the systems at optimum levels.
5. Finally, the 'Governance' layer will be the responsibility of the outsourcing provider to manage. The delivery deadlines, merits and demerits for compliance or lack of compliance to the Service Level agreement as well as monitoring growth and planning future capacity. Of course, a 'relationship manager' from ILO will be assigned as counterpart to the Service Delivery Manager from the outsourcing provider.

Figure 3 reflects closely the outsourcing agreement for IRIS, ILO's Oracle application. From a well staffed project, ILO technical teams have been performing DBA roles i.e. OS patching and upgrades to servers in ILO premises to facilitate the Development and Pre-production phases and gradually handing over to the outsourcing provider for Production operations. Only servers that handle interfaces and print services remain at ILO Headquarters.

2.6 Applications Infrastructure

To get a better feel of the boundaries between what applications and eventually servers will remain at ILO Headquarters and what will be outsourced, please refer to Figure 4. below.

Figure 4. Desired Future Applications Infrastructure



The salient points of the diagram are:

1. File sharing and Printing servers are omitted in the diagram since they are already served from the backbone of the Enterprise Network.
2. Each server symbol represents different application groups.
3. On the right side is the host provider site. It contains
 - the IRIS PROD servers in a multi-tier configuration containing at least 2 Application
 - Servers hosting the main IRIS instances: Development, Test, User Acceptance Test and Training servers.
 - Master Identity Management server(s) providing Directory, Single Sign-on and Access Management services.
 - Project-based servers which can be dynamically configured for specific project tasks for certain duration. Generally, they host clones of IRIS instances or a copy of an application component.



4. On the left hand side are application groups that remain at ILO Headquarters. They are:
 - IRIS Interface file transfer hub and printing services is critical to IRIS operations.
 - Replicated Identity Management server(s) providing Directory, Single Sign-on and Access Management services to serve local applications. This communicates directly with the Master copy to get refreshed on almost real-time update basis.
 - Electronic Document Management solutions group.
 - Datawarehouse and Business Intelligence applications
 - Web Portal servers were ILO Dashboard solutions are hosted.
 - Web (Intranet and Internet) applications.
5. The size of the data pipe would depend on how much data is copied across ILO from the host provider site. Clearly, the significant variable factor is the how the datawarehouse is refreshed from the host provider site. Currently, the batch incremental refresh is to be done daily on a (15 GB) database located at ILO HQ. ILO is still unable to provide details of daily transaction data size. In order to give a 'ballpark' figure, the current data pipe with the current provide is 32 Mbps. With project based servers hosted at the provider site, this may increase.

To summarise, the hosting provider is expected to handle Production as well as Development, and Test instances of IRIS, Identity Management and Single Sign-on application, and a sandbox server environment for Project-based activities.

2.7 Future Infrastructure Landscape

In order to complete the picture, this section aims to give bidders a broad perspective of ILO's IT future environment as a backdrop to this RFP. During the summer of 2009, ILO commissioned Price Waterhouse Coopers to conduct an investment study which aimed at identifying priority areas in ILO infrastructure that need to be improved. After assessing the current situation and collecting IT requirements, recommendations were put forward to, at the very least, minimise risk of using obsolete technology, guarantee an appropriate infrastructure to support the various enterprise-wide applications: ERP, EDMS, LDAP/SSO, etc. Finally, the study also aims at recommending a global strategy that 'balances in-house implementation and support with external hosting for the major centralised services'. The investment study's planning horizon is for 2010-2015.

The recommendations of the investment study have been presented and approved by the ILO Governing Council. The results of the study that are of relevance to this RFP are as follows:

1. The study recognises the inevitable decline and obsolescence of Novell as a network operating system and GroupWise email which have been the main pillars of ILO's infrastructure. IRIS relies heavily on email for the notification features and Novell hosts the folders used by inbound as well as outbound interfaces. Microsoft network operating system and Exchange email system



were chosen as the new standard. This can create challenges and opportunities when integrating with IRIS. Identity Management consolidation will be one of the major infrastructure projects. A serious integration challenge would be to provide a solution incorporating Oracle's OID LDAP and Microsoft Active Directory services. A replicated Single Sign-on architecture is envisaged with the master copies of identity data at the outsourcing provider site with a slave copy to cater to local applications at ILO Headquarters.

2. Finally, more and more enterprise applications are expected to be accessed from both Headquarters and the Field. This would mean an overhaul of Internet connectivity at Field offices based on the new bandwidth requirements as the need arises.
3. At the workstation component of the infrastructure, a migration to Windows 7 is expected. This of course will create compatibility issues with enterprise applications, browser, Java versions, etc. used to access enterprise-wide applications.

2.8 Geographic Scope

As mentioned above, IRIS will be made available in its approximately 50 field offices on a phased-deployment basis starting with bigger regional offices.

The phased deployment of systems to field offices will impact the outsourcing agreement in the following manner:

- Named and Concurrent Users: This could impact licensing terms; and will impact bandwidth requirements and hardware sizing.
- Access: Currently, the ILO is investigating wide area networking (WAN) access capabilities between its field offices and Geneva HQ. Eventually some Field Offices will be integrated in a WAN using either MPLS or Multiservice Ethernet Access. IRIS will be accessed directly from the Field office via the WAN e.g. BtNet or SITA. They do not connect to ILO HQ and access IRIS via the Fast dedicated line between ILO and the outsourcing provider. It is highly likely also that some sites located in countries with good infrastructure and Internet connectivity will access IRIS using Internet directly instead of participating in the WAN. On sites with WAN access, it is also possible that the Internet connections, should they exist, will be considered as backup solutions. For both cases, WAN and Internet connections, IRIS access will be using SSL. At this point, printing services are being send using Unix printing services and out of the SSL connections. Therefore, ILO reserves the right to ask the implementation of Quality of Services to benefit SSL connections over printing services.

2.9 Assumptions

The assumptions listed below reflect some of the decisions that will fix the scope of requirements. Bidders are invited to challenge these assumptions and especially to point out where they believe any combination of assumptions and requirements may be incompatible or incorrect.



2.9.1 Hardware and System Architecture

The ILO is open to suggestions from the bidders as to the exact systems architecture configuration. Our initial assumption is that Production would be hosted on a separate platform from the other instances. However, separate hardware platforms per instance are not required, and flexible or dynamically controlled cluster configurations will be considered. Bidders are encouraged to provide configuration proposals based on their best experience, and to show that their choices are motivated by their appreciation of the parameters described in this document, including service levels and total cost of operations. Sizing information can be found in [Annexes 2-4](#). The current hardware and operating system platform for IRIS is Sun Microsystems SunFire servers and Solaris for the Production and Development environment.

Production instances normally have dedicated servers performing specific roles: Web and Application servers, especially database servers where more CPU power and memory are allocated. All disk storage is in Storage Area Networks (SANs) in the hosting partner's data centre. As for Development and Test servers, the application instances are bundled in the same server i.e. all tiers are installed in the same node and generally using the same Unix user to facilitate maintenance.

Data traffic between the two sites should be minimised. All solutions designed and deployed must aim to achieve this objective.

ILO is open to migrating the systems installed in Solaris servers to other Linux/Unix-based platforms for the hosted environments. The proposed platform and operating system must be Oracle Tier-1 supported platforms. As strict minimum requirement, any Production server should have the principal disk storage devices in a SAN, in a redundant architecture and should be included in a backup policy where up to the point recovery is possible.

A diagram of the current server environment is given in [Annexes 5 and 6](#) as an example of the configuration/components currently being used.

2.9.2 Topology and Connectivity

The ILO has no pre-determined criteria to impose on the internal topology of the hosting facility and will look only to ensure that requirements are satisfied with the proposed configuration. However, connectivity between the hosting facility and the Internet backbone is critical due to the geographically distributed nature of the ILO's operations and the concentration of business-critical functions in the field. Bidders should show that their access to the Internet backbone is of sufficient capacity to allow different classes of users (for example clerical staff, managers, and report users) to enjoy effective access to the central system.

In particular, a fast dedicated connection is necessary between the central systems and the primary user/developer base at ILO headquarters in Geneva. Bidders should show the pricing of these connections separately. More details are given in the requirements sections.

2.9.3 Technology Choices

The ILO would prefer one of the following technology choices to host IRIS and its various components. The specific software components are included in [Annex 6](#).



- A traditional infrastructure utilising Sun/Solaris servers.
- Dedicated / Private cloud computing.
- Oracle Exadata infrastructure.

Note that the communication between the Oracle Forms and the client will use the Forms listener “servlet” method.

2.9.4 Ownership

The ILO requires that the hosting bidder provides all hardware, operating systems and all other applications and server components, primarily excluding Oracle Applications and ILO custom software applications. A definitive list of components provided by the ILO as customer-furnished property, and for which the ILO shall retain title, is presented in Annex 6 of this document.

Title to hardware and operating systems shall remain with the hosting bidder. The bidder is expected to provide the necessary hardware maintenance, upgrades, patches and other fixes as part of the hosting arrangement. If the above requirement is not compatible with your business model and you have proposed an alternative ownership model, please clearly indicate this in both the Technical and Commercial Components.

2.9.5 Disaster Recovery

It is assumed that the bidder shall provide a disaster recovery solution (see details in section 4.2.5).



3 **Annex 1: Definitions**

ASP	Application Service Provider
Bidder	The company responding to this RFP
CE	Oracle Cash management module
FCO	Financial Control Officer
Field Office	ILO non-headquarters location
FISEXT	Financial Integrated Systems for External Offices
FTE	Full-time Equivalent, related to resource requirements
GL	General Ledger
HIIS	Health Insurance Information System
Hosting Provider	The company selected and contracted with to perform the services under these terms of reference
HRD	Human Resource Development
ILO	International Labour Office, the solicitor of bids
INTER	Internal Administration
IRIS	Integrated Resource Information System
OAB	Oracle Advanced Benefits
OGA	Oracle Grants Accounting
LAN	Local Area Network
RFP	Request for Proposal, this document
SLA	Service Level Agreement
TBD	To Be Determined
WAN	Wide Area Network
WW	World-wide (HQ and Field Offices)



4 **Annex 2: Named and Concurrent User Estimates**

Oracle Application Family	Named Users				Concurrent Users
	<i>Light</i>	<i>Medium</i>	<i>Heavy</i>	<i>Cumulative Users</i>	
Finance HQ	21	50	35	106	43
Payroll HQ	3	3	3	9	4
Finance FO	0	5	45	140	56
HR - FO	0	0	55	60	24
HR – Professional Forms	10	10	5	25	10
HR - Self Service	40	10	10	60	24
Procurement	0	15	10	25	10
iProcurement	350	0	0	350	35
iTravel	1300	0	0	1300	100
Strategic Management (Self Service)	0	200	90	290	44
Grants Accounting (Forms)	100	230	200	530	80
Budget Preparation System BPS (Forms)	100	200	100	400	60
Financial Controller Officer (FCO) in HQ				100	40
Discoverer				100	30
TOTAL				2739	560

The ILO assumed that 40% of principal executing organization units named users will be concurrently connected; to that figure we added 40% of FCOs for both headquarters and field offices. The ILO defines concurrent users in this context as users logged into the system; not necessarily performing simultaneous transactions. Please refer to the Transaction Volumes of Annex 4 to get an idea of the degree of transactional concurrency. It is suspected that actual transactional concurrency may be as low as 10% of named users.

In addition:

- 100 concurrent connections for Travel module (this is possible during conference time),
- 30% of concurrent connections for Disco,
- 10% of Oracle Grants Accounting (due to figures overlapping)
- 15% of Strategic Management.



5 Annex 3: List of ILO Field Locations Impacted by IRIS

--- This Annex has intentionally been left blank --



6 **Annex 4: Estimated Annual Transaction Volume**

Module/Application	Item/Transaction Type	Number of Transactions (Annual)
HR	Core HR updates (not PA)	1000
Personnel Action	Personnel Actions (HQ and all Field)	139,420
OAB	Manual and automated enrolments	26,000 (due to salary scale/post adjustment and exchange rate changes) + 50, 000 due to PA changes
Payroll	Payroll Transactions	100,000 - 36 million depending on what you want
HR Salary Scales	Load of Pay Scales (28 local x number of locations (132) x number of grades(10)) + 11 prof x number of grades (10) +2 per month (12) per location (132))	40,238
GL	Manual vouchers	10,000 – 25,000
GL	Automated vouchers	5,000 – 15,000
GL – FISEXT interface	Automated vouchers	10,000 – 20,000
AR	Invoices	1,000 – 5,000
AR	Receipts	1,000 – 3,000
AP	Invoices	15,000 – 40,000
HIIS – AP interface	Invoices	3,000 – 10,000
AP	Payments	18,000 – 50,000
CE	Bank statements	500 – 1,000
CE	IOVs	500 – 1,000
Travel	Travel Requests	9,000 (4,500 HQ-based)
OGA	Projects - Budget Proposals	600
OGA	Project Budget Revisions/Rephasing	3000
OGA	New Approved Projects	300
OGA	Ongoing Projects	1200
OGA	New Awards	200
OGA	Existing Awards	1000
OGA	TC Related Vouchers	10,000
Procurement	Purchase Requisition	13,000



Module/Application	Item/Transaction Type	Number of Transactions (Annual)
Procurement	Purchase Order (goods/service)	2,000
Procurement	Purchase Order (excoll)	9,000
Procurement	Action Program	1,200-1,500
Procurement	RFQ	200
Procurement	Quotations	500



7 **Annex 5: Current IRIS Non-Production Environments**

Table 1: Non-Production Environment Servers (Single-Node Instances)

Server Group	Azure	Green	Papa
Location	ILO Geneva	ILO Geneva	Outsourced
Model	V880	V880	V880
CPU	2	4	8
Memory (GB)	26	22	16
Disk (GB)	2000	3000	1400
No. of instances	2-5	8-10	3-4
Features	Heavily consuming CPU A few concurrent users (IT) Only Technical Tests (patch upload etc).	Heavily consuming CPU and memory Up to 30 concurrent developers.	Heavily consuming memory Up to 300 concurrent users

Table 2: Non-Production Environment Servers (Multi-Node Instances)

Server Group	PWXS2F (Application Tier) Shared between prod and uat	PWXS2G (Database Tier) Uat0 and prod standby
Location	Outsourced	Outsourced
Model	V880	V880
CPU	4	4
Memory (GB)	16	12
Disk (GB)	120	1000
No. of instances	2	2
Features	Heavily consuming CPU and memory	



8 **Annex 6: List of Current Software Components**

Software Component	Current Version	Modules	License Title	Release	Customizations/ Comments
Oracle Applications 12i	12.0.4	Human Resources	ILO	R1	
	12.0.4	Advanced Benefits	ILO	R1	
	12.0.4	Payroll	ILO	R1	
	12.0.4	General Ledger	ILO	R1	
	12.0.4	Cash Management	ILO	R1	
	12.0.4	Accounts Receivable	ILO	R1	
	12.0.4	Grants Accounting	ILO	R1	
	12.0.4	Purchasing	ILO	R1	
	12.0.4	iProcurement	ILO	R1	
	12.0.4	Inventory	ILO	R1	
	12.0.4	Accounts Payable	ILO	R1	
	12.0.4	iExpenses	ILO	R1	
	12.0.4	Self-Service Human Resources	ILO	R2	
	12.0.4	Self-Service Advanced Benefits	ILO	R1	
	12.0.4	Self-Service Payroll	ILO	R1	
	12.0.4	Business Intelligence System	ILO	R1	
	12.0.4	Oracle Financial Analyzer	ILO	R1	
	12.0.4	Workflow Builder	ILO	R1	
	N/A	Travel Module (UN specific)	ILO	R1	
Application Server Tier	10g	Oracle 10gAS Certified with Oracle Applications 12.0.4	Contractor	R1	
	10g	Oracle 10gAS (for Custom Developed Applications)	Contractor	R1	Installation options Java and web cache
		SMTP Server	Contractor	R1	
	2.9	Solaris	Contractor	R1	
Database Server Tier	10gR3	Oracle Database	Contractor	R1	
	2.9	Solaris (or other compatible O/S)	Contractor	R1	
Tools		Enterprise Manager (RDBMS performance and management tool)	ILO	R1	
		Kintana (change control software)	ILO	R1	
		PVCS (version control software)	ILO	R1	
		SQL*Navigator (development productivity tool)	ILO	R1	
		Setup Reporter (configuration impact analysis tool)	ILO	R1	
Custom Developed Applications	N/A	Strategic Management and Budgeting	ILO	R1	
	N/A	Budget Preparation System (85 objects)	ILO	R1	
	N/A	Data Validation and Mapping Tool (65 objects)	ILO	R1	
	12.0.4	HR Personal Actions ¹	ILO	R1	

¹ 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).



9 Annex 7: 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 IRIS Hosting, Operations, Support and Maintenance Services for the sum as may be ascertained in accordance with the Price Schedule 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>>



10 **Annex 8: Terms and Conditions Applicable to ILO Contracts**

1. THE PARTIES

- 1.1. **LEGAL STATUS OF THE PARTIES:** The International Labour Organization, represented by the International Labour Office (ILO), and the Contractor (referred to individually as a “Party” and together as the “Parties”) have the following legal status:
- 1.1.1. The International Labour Organization has full juridical personality, including the ability to contract and enjoys such privileges and immunities as are necessary for the independent fulfilment of its purposes pursuant to the *Constitution of the International Labour Organisation*. Nothing in or related to the Contract will be deemed a waiver of any of the privileges and immunities of the International Labour Organization recognized in the Convention on the Privileges and Immunities of the Specialized Agencies (1947), and relevant national and international law.
 - 1.1.2. The Contractor is an independent contractor. Nothing contained in or relating to the Contract will be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent.

2. CONTRACT DOCUMENTS AND VALIDITY

- 2.1. **NATURE OF THE CONTRACT:**
- 2.1.1. The Contract constitutes the complete and exclusive agreement between the Parties. It supersedes all proposals, verbal or written arrangements or agreements, and any other communications by one of the Parties or between the Parties relating to the Contract.
 - 2.1.2. The Contract is composed of the following documents listed in their order of precedence:
 - 2.1.2.1. **Purchase Order/Contract Document**, including any specific conditions;
 - 2.1.2.2. Terms and Conditions applicable to ILO Contracts (**Annex I**); and
 - 2.1.2.3. Any other document explicitly listed in the Purchase Order/Contract Document and attached to it (i.e., **Annex II, III**, etc).
 - 2.1.3. Unless otherwise included in any of the documents listed in paragraph 2.1.2., the terms of business, conditions of contract, general reservations published or issued by the Contractor or written in any correspondence or documents emanating from the Contractor will not form part of the Contract.
- 2.2. **VALIDITY:** The Contract will expire upon fulfilment by the Parties of their respective obligations or otherwise in accordance with its provisions.
- 2.3. **NON-EXCLUSIVITY:** The ILO may purchase goods, equipment, or contract for works or services of the same or similar kind and quality described in the Contract from any other source at any time.
- 2.4. **COMMUNICATIONS:** Communications (e.g., notices, documents) will be addressed to:

INTERNATIONAL LABOUR OFFICE
 Procurement Bureau (PROCUREMENT)
 4 Route des Morillons
 CH 1211 Geneva 22
 Switzerland
 Facsimile: + (41)(22) 798 85 29
 Phone: + (41)(22) 799 76 02
 e-mail: procurement@ilo.org

3. PRICE AND PAYMENT

- 3.1. **PRICE AND CURRENCY:** The price and currency specified in the Contractor's offer are firm and not subject to revision. The ILO's financial liability under the Contract is restricted to the price and currency indicated in the Purchase Order/Contract Document.
- 3.2. **PAYMENT:** Upon receipt of the Contractor's written invoice and any related supporting documentation, the ILO will effect payment, normally within thirty (30) days, by bank transfer (the ILO will not pay through letters of credit or bank draft). The written invoice will be sent to the addressee specified in the Purchase Order/Contract Document and will contain the:
- 3.2.1. number of the Purchase Order/Contract Document that it relates to;
 - 3.2.2. invoiced amount (without the rounding of currency decimals and exclusive of VAT, duties or charges); and
 - 3.2.3. date of the delivery of goods or equipment or the completion of works or services.
- In no event will complete or partial payment by the ILO, in and of itself, constitute acceptance of the goods, equipment, works or services.
- 3.3. **TAX EXEMPTION:** The International Labour Organization, as a United Nations Specialized Agency, enjoys a special tax status in Switzerland and in other member States. Except with the prior written



authorization of the ILO, invoices will be submitted exclusive of any amount representing taxes (including value added tax), duties or charges. Where such authorization has been provided, the Contractor will provide the ILO with written evidence that payment of such taxes, duties or charges has been made. In the event any government authority refuses to recognize the ILO's exemption from such taxes, duties or charges, the Contractor will immediately consult with the ILO to determine a mutually acceptable procedure.

4. PERFORMANCE

- 4.1. **PACKAGING:** Where packaging is required, the following terms (including in any INCOTERM or similar trade term) apply:
 - 4.1.1. The Contractor will package and mark all goods and equipment for shipment and delivery in accordance with the highest standards of commercial packaging for the type and quantity of the goods and equipment and the modes of transport used and the packaging will comply with any requirements imposed by applicable laws and standards. In addition, the Contractor will ensure that:
 - 4.1.1.1. packaging will be sufficient to withstand local conditions, including rough handling, exposure to extreme climate conditions, dusty environments, salt and precipitation, and open storage for up to several months after arrival at the Consignee's destination specified in the Purchase Order/Contract Document;
 - 4.1.1.2. packing container sizes and weights will be determined by reference to the conditions prevailing at the final destination, including where relevant, the absence of mechanical equipment for loading and offloading;
 - 4.1.1.3. dangerous or combustible goods and equipment will be packed separately, in accordance with the highest safety standards of commercial packaging, and marked as containing dangerous or combustible goods and equipment; and
 - 4.1.1.4. no markings on the outside of the packaging indicate the contents of the box. Boxes in shipments consisting of multiple boxes will be numbered and will identify the total number of boxes in the shipment (i.e., box 1 of 5, 2 of 5, etc.). A packing slip will be placed inside each box with all details of its contents. Packing lists will state complete shipping marks, number of boxes, contents, gross and net weights in kilograms of each box, measurements and volume in cubic meters.
 - 4.1.2. The Contractor will have no right to the return of packing materials.
 - 4.1.3. Any costs relating to or arising from packaging or marking deficiencies or deviations from the Contract will be borne by the Contractor.
- 4.2. **SHIPMENT, TRANSPORT, DELIVERY:** Where shipment, transport and delivery are required, the following terms (including in any INCOTERM or similar trade term) apply:
 - 4.2.1. The Contractor is solely responsible for making all shipment, transport and delivery arrangements necessary for the performance of the Contractor's obligations under the Contract, including obtaining any permits, licenses, certifications, registrations, approvals or authorizations necessary for the shipment, transportation and delivery, including, as applicable, the importation and exportation of goods and equipment.
 - 4.2.2. All costs associated with any shipment, transport and delivery, including all freight and insurance costs, and all costs relating to obtaining any permits, licenses, certifications, registrations, approvals or authorizations will be borne by the Contractor.
 - 4.2.3. The Contractor will insure the goods and equipment against all risks, including war, strike and riot, until delivery at the final destination. The value of the goods and equipment will be calculated on the basis of cost and freight plus ten (10) per cent. A duplicate of the insurance certificate will be sent to ILO and the original to the Consignee.
 - 4.2.4. The Contractor will ensure that the Consignee receives all necessary transport documents in a timely manner, so as to enable the Consignee to take delivery in accordance with the requirements of the Contract. A duplicate of all necessary transport documents will be sent to the ILO in advance of the transport and delivery.
 - 4.2.5. Partial shipment and the combining of goods and equipment supplied against different Purchase Orders to the same Consignee are not allowed, except with the prior written authorization of the ILO.
- 4.3. **INSPECTION, ACCEPTANCE, REJECTION:** Where inspection and acceptance or rejection are required, the following terms apply:
 - 4.3.1. Delivery will not be deemed, in and of itself, as constituting acceptance by the ILO.
 - 4.3.2. Neither delivery into the physical custody of the Consignee nor complete or partial payment by the ILO or the Consignee constitute acceptance. The Consignee will have sixty (60) days after physical delivery into its custody has been completed in accordance with the Contract, to inspect and accept or reject the goods and equipment for defects or other failures to meet the Contract's requirements. After sixty (60) days the goods and equipment will be deemed to have been accepted by the Consignee.
 - 4.3.3. The Consignee's inspection of the goods and equipment, failure to inspect and accept or reject the goods and equipment, and acceptance or rejection of the goods and equipment will not



relieve the Contractor from its responsibility, nor impose liability on the Consignee or the ILO, for defects or nonconforming goods and equipment. In addition to all other remedies available under the Contract, the Consignee or the ILO may reject all goods and equipment that do not conform to the terms and conditions of the Contract.

- 4.3.4. Goods and equipment in the possession of the Consignee or the ILO that have been rejected by the Consignee or the ILO will be removed at the Contractor's expense within such period as the Consignee or the ILO may specify in its notice of rejection. Upon such notice to the Contractor, the goods and equipment or any part thereof will be held at the Contractor's risk and expense including, if necessary, the cost of transfer to and storage at a commercial or bonded warehouse, and no liability will attach to the Consignee or the ILO for any loss or damage thereto. The payment of any customs duties which may be required on rejected goods and equipment that were imported duty free is the Contractor's responsibility. Should the Contractor fail to remove the goods and equipment as required by the notice of rejection, the Consignee or the ILO may dispose of the rejected goods and equipment in such manner as the Consignee or the ILO deem appropriate, without any liability owed to the Contractor whatsoever.
- 4.4. **TITLE:** Title to the goods and equipment will not pass to the ILO until the Consignee has accepted the goods and equipment. Accordingly, the Contractor assumes all liabilities associated with appropriation, confiscation, delay, damage (regardless of cause), destruction, loss or theft of the goods and equipment until title to the goods and equipment has passed to the ILO.
- 4.5. **ITEMS FURNISHED BY THE CONTRACTOR:** The Contractor is solely responsible for the arrangement, provision and operation of all equipment, supplies, related support services and personnel (including any related costs so incurred) necessary for the performance of the Contractor's obligations under the Contract.
- 4.6. **ITEMS FURNISHED BY THE ILO TO THE CONTRACTOR:** Where goods and equipment are funded or provided by the ILO to the Contractor to support the performance of the Contractor's obligations under the Contract, the following terms apply:
 - 4.6.1. The Contractor acknowledges and agrees that the ILO hereby disclaims any and all warranties regarding the functionality or installation of such goods and equipment. The Contractor is solely responsible for the installation (including any personnel, tools, materials or other goods and equipment necessary for installation), maintenance and functioning of all the goods and equipment funded or provided by the ILO under the Contract.
 - 4.6.2. The Contractor will promptly report to the ILO each loss, damage or theft of such goods and equipment.
 - 4.6.3. Title to the goods and equipment that may be funded or provided by the ILO to the Contractor will be retained by the ILO. The Contractor will not cause or permit any lien, claim or other encumbrance to be attached to any or all such goods and equipment, or to any other item that is the subject matter of the Contract.
 - 4.6.4. Upon the termination or expiration of the Contract, all such goods and equipment will be returned to the ILO in the same condition as when delivered to the Contractor, excluding normal wear and tear. The return of such goods and equipment, or other disposal as the ILO may direct, will be at the Contractor's expense. Upon termination or expiration of the Contract, the Contractor will take all reasonable measures to avoid any loss of or deterioration to such goods and equipment. The Contractor will compensate the ILO for actual costs of any loss of, damage to or deterioration of such goods and equipment that is beyond normal wear and tear.
- 4.7. **INSTALLATION, MAINTENANCE, TRAINING:** Where installation, maintenance (ongoing or as specified in the Purchase Order/Contract Document) or training is required, the following terms apply:
 - 4.7.1. The Contractor, in a timely manner, will arrange for and provide all equipment, supplies, related support services and personnel necessary to complete the installation, maintenance or training.
 - 4.7.2. All costs related to the installation, maintenance or training will be borne by the Contractor.
 - 4.7.3. The ILO and the Consignee will be permitted to monitor the installation or maintenance work, as well as to oversee the training.
 - 4.7.4. In addition, where training is required the Contractor will train any persons identified by ILO or the Consignee in the installation, operation, maintenance, etc. of the goods, equipment, works or services described in the Contract.
- 4.8. **ACCESS:** If some or all of the contractual obligations will be performed on ILO premises, the ILO will facilitate access to its premises in line with requirements for such performance. The Contractor will comply with ILO security requirements and any other relevant ILO rules, regulations and guidelines while on ILO premises, as well as with the instructions given by designated ILO officials.
- 4.9. **RESPONSIBILITY FOR PERSONNEL:**
 - 4.9.1. The employees, officials, representatives, staff or subcontractors (**Personnel**) of either of the Parties will not be considered in any respect as being the employees or agents of the other Party.
 - 4.9.2. Each Party is solely responsible for the professional and technical competence of its respective Personnel, which will permit that Party to effectively perform its obligations under the Contract.
 - 4.9.3. Without prejudice to any other right or remedy available under the Contract, the ILO reserves the right to request at any time, in writing, the withdrawal or replacement of any of the Contractor's Personnel and such request will not be unreasonably refused by the Contractor.



- 4.9.4. Each Party is solely responsible for all claims arising out of or relating to the engagement of its respective Personnel.
- 4.9.5. All expenditures related to the assignment of the Contractor's Personnel, including allowances, insurance, cost of travel arrangements and local transport will be borne by the Contractor. All expenditures related to the assignment of the ILO's Personnel, including allowances, insurance, cost of travel arrangements and local transport will be borne by the ILO.
- 4.10. INSURANCE:**
- 4.10.1. The Contractor, for the duration of the Contract, any extension thereof or any period following any termination of the Contract and reasonably adequate to deal with losses, will insure its Personnel against the consequences of the following risks:
- 4.10.1.1. illness, injury and death; and
- 4.10.1.2. incapacity to work due to accident and sickness either during normal working hours or outside working hours.
- 4.10.2. Time lost as a result of the occurrence of the risks identified in subparagraphs 4.10.1.1 or 4.10.1.2 will not be chargeable to the ILO.
- 4.10.3. The Contractor for the duration of the Contract, any extension thereof or any period following any termination of the Contract and reasonably adequate to deal with losses, warrants that it is insured with a coverage for a sufficient amount for the use of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor, as well as that it carries comprehensive civil liability insurance with regard to third-parties, including the ILO and its Personnel, in respect of physical injury, damage to property or theft, as well as the direct or indirect effects thereof, including the unavailability of premises and loss of production.
- 4.10.4. Where required by the ILO and as specified in the Purchase Order/Contract Document (except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by the ILO), the Contractor's insurance policies will:
- 4.10.4.1. name the ILO as an additional insured under the liability policy/policies, including, if required, as a separate endorsement under the Contractor's policy/policies;
- 4.10.4.2. include a waiver of subrogation of the Contractor's insurance carrier's rights against the ILO; and
- 4.10.4.3. provide that the ILO will receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage.
- 4.10.5. The Contractor will take out any other insurance required by the ILO and as specified in the Purchase Order/Contract Document.
- 4.10.6. Upon written request by the ILO, the Contractor will provide the ILO with a copy of the general and specific conditions of the insurance policy/policies required under the Contract.
- 4.11. INDEMNIFICATION:**
- 4.11.1. The Contractor is solely responsible for any claim or damage resulting from the negligence, acts, or omissions of its Personnel.
- 4.11.2. The Contractor will indemnify and hold the ILO harmless from and against any direct or indirect responsibilities, complaints, claims (including intellectual property rights infringement), suits, judgments, damages and losses, including costs, fees and related expenses, in respect of any physical injury, damage to property, theft, or economic or other prejudice suffered by the ILO, its Personnel or third-parties which may result from the performance of the Contractor's obligations under the Contract or the Contractor's acts or omissions or those of the Contractor's Personnel.
- 4.11.3. The Contractor will immediately notify the ILO upon becoming aware of any direct or indirect responsibilities, complaints, claims (including intellectual property rights infringement), suits, judgments, damages and losses, including costs, fees and related expenses, in respect of any physical injury, damage to property, theft, or economic or other prejudice suffered by the ILO or which could adversely affect the ILO.

5. ASSIGNMENT AND SUBCONTRACTING

- 5.1. **ASSIGNMENT:** The Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of the ILO. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, will not be binding on the ILO.
- 5.2. **SUBCONTRACTING:** In the event that the Contractor requires the services of any subcontractor, the Contractor will obtain the prior written authorization to subcontract and the approval of the ILO of the subcontractor selected. The authorization and approval by the ILO of such a subcontractor does not relieve the Contractor of any of its obligations under the Contract and the Contractor is solely responsible for the goods, equipment, works and services provided by a subcontractor in the framework of the Contract, including their quality. The Contractor, to the same extent as for its own Personnel, will be liable for a subcontractor and its Personnel who are performing any part of the Contractor's obligations under the Contract. The terms of any subcontract will be subject to and be in conformity with the provisions of the Contract. Except with the prior written authorization to subcontract and the approval of the ILO of the subcontractor selected, the Contractor will ensure that its subcontractor(s) do not subcontract, assign, transfer, pledge or make any other disposition of the



Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract. The provisions of this paragraph apply to any subcontractor who, in turn, requires the services of a subcontractor.

6. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

6.1. PROPRIETARY ITEMS AND INTELLECTUAL PROPERTY RIGHTS:

- 6.1.1. All documents (including drawings, estimates, manuscripts, maps, plans, records, reports, recommendations) and other proprietary items (including data, devices, gauges, jigs, mosaics, parts, patterns, photographs, samples, and software) (jointly referred to as **Proprietary Items**), either developed by the Contractor or its Personnel in connection with the Contract or furnished to the Contractor by or on behalf of the ILO to support the performance of the Contractor's obligations under the Contract, are the exclusive property of the International Labour Organization; and, will be used by the Contractor and its Personnel solely for the purposes of the Contract.
- 6.1.2. All intellectual property rights and all other proprietary rights (including copyrights, patents, trademarks, source codes, products, processes, inventions, ideas, know-how) with regard to any materials (jointly referred to as **Intellectual Property**), either developed by the Contractor or its Personnel in connection with the Contract or furnished to the Contractor by or on behalf of the ILO to support the performance of the Contractor's obligations under the Contract, are the exclusive property of the International Labour Organization; and, will be used by the Contractor and its Personnel solely for the purposes of the Contract.
- 6.1.3. During the course of development, Proprietary Items and Intellectual Property developed or utilized by or furnished to the Contractor will be made available for use and inspection by the ILO, upon request at reasonable times and in reasonable places.
- 6.1.4. Such Proprietary Items and Intellectual Property will be delivered only to ILO authorized officials on completion of the Contract.
- 6.1.5. The Contractor will disclose, throughout its performance, to the ILO's authorized officials full particulars of all source codes, products, processes, inventions, ideas, know-how, documents and any other materials developed or conceived by the Contractor, alone or jointly, in connection with the Contract.
- 6.1.6. At the request of the ILO, the Contractor will take all necessary steps to execute all necessary documents and generally assist the ILO in securing intellectual property rights and all other proprietary rights in compliance with the requirements of applicable law.
- 6.1.7. To the extent that any Intellectual Property due to the ILO under paragraph 6.1.2 includes any intellectual property:
 - 6.1.7.1. of the Contractor that: (i) pre-existed the performance by the Contractor of its obligations under the Contract; or (ii) it may develop or acquire, or that may have been developed or acquired, independently of the performance of the Contractor's obligations under the Contract; or
 - 6.1.7.2. of a third-party;
 the Contractor grants to the International Labour Organization a perpetual, royalty-free license to make unrestricted use of such intellectual property. The International Labour Organization will not claim any ownership interest in the intellectual property described in subparagraphs 6.1.7.1 or 6.1.7.2.
- 6.1.8. The Contractor undertakes to obtain, at its own expense, permission to use any third-party protected rights that are necessary for the performance of the Contract and, if requested, provide the ILO with evidence of such permission.
- 6.1.9. In the event that any Proprietary Items or Intellectual Property provided to the ILO by the Contractor are for some reason enjoined or found to infringe any rights of a third-party, or in the event of a settlement, are enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, will promptly:
 - 6.1.9.1. procure for the ILO the unrestricted right to continue using such Proprietary Items and Intellectual Property provided to the ILO;
 - 6.1.9.2. replace or modify the Proprietary Items and Intellectual Property provided to the ILO, or part thereof, with the equivalent or better Proprietary Items and Intellectual Property, or part thereof, that are non-infringing; or,
 - 6.1.9.3. refund to the ILO the full price paid by the ILO for the right to have or use such Proprietary Items and Intellectual Property or part thereof.

6.2. CONFIDENTIAL NATURE OF AND RESPONSIBILITY FOR PROPRIETARY ITEMS, INTELLECTUAL PROPERTY AND OTHER INFORMATION:

- 6.2.1. Unless otherwise made public with the authorization of the ILO, Proprietary Items, Intellectual Property and other information, irrespective of what form they are, developed, collected, known, marked or received by the Contractor, will be treated by the Contractor as confidential and be used only for the purposes of the Contract.
- 6.2.2. The Contractor will not communicate at any time to any other person, government or entity external to the ILO, any Proprietary Items, Intellectual Property or other information known by



reason of its association with the ILO, which has not been made public, except with the authorization of the ILO; nor will the Contractor at any time use such information for private advantage or in any manner prejudicial to or incompatible with the interests of the ILO. Where the Contractor is required by law to disclose such Proprietary Items, Intellectual Property or other information, it will give the ILO sufficient prior notice of the request to disclose in order to allow the ILO to have a reasonable opportunity to take protective measures or such other action as may be appropriate.

6.2.3. The Contractor will be responsible for such Proprietary Items, Intellectual Property and other information. In case of loss of or damage to any Proprietary Items, Intellectual Property or other information the Contractor may be required to:

6.2.3.1. replace or repair the lost or damaged Proprietary Items, Intellectual Property or other information; or

6.2.3.2. provide compensation to the ILO for the cost of replacing or repairing the lost or damaged Proprietary Items, Intellectual Property or other information.

6.3. PUBLICITY AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL:

6.3.1. The Contractor may neither disclose the terms and conditions of the Contract nor advertise or otherwise make public the fact that it is a Contractor to the ILO.

6.3.2. The Contractor may not use or reproduce the name, emblem or the official seal of the International Labour Organization or of the International Labour Office, including their abbreviations, in connection with the Contractor's business or otherwise.

6.3.3. In reporting its procurement activities, the ILO may publish (e.g., on the internet) the Contractor's name and amount of the Contract.

7. ETHICAL CONDUCT

7.1. LABOUR CLAUSES: The Contractor represents and warrants that it will observe at all times and in all circumstances relevant to the performance of the Contract and, in relation to its Personnel, the following principles concerning the rights which are subject of the relevant international labour standards of the International Labour Organization:

7.1.1. the right of workers, without distinction, to establish or join organizations of their own choosing, to be protected against anti-union discrimination and to bargain collectively;

7.1.2. prohibition of forced or compulsory labour in all its forms;

7.1.3. equal remuneration for men and women for work of equal value;

7.1.4. 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 and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of the Contract takes place;

7.1.5. prohibition of the employment of children below fourteen (14) years of age or, if higher than fourteen (14), the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of the Contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher;

7.1.6. prohibition of the employment of persons under the age of eighteen (18) for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons under the age of eighteen (18);

7.1.7. payment of wages in legal tender in full, at regular intervals, and directly to the workers concerned;

7.1.8. provision of wages, hours of work and other conditions of work, including social security, at least as favourable as those established by collective agreement, arbitration award or applicable laws or regulations for work of the same character in the trade or industry concerned in the area where work is carried out; and

7.1.9. adequate safety and health standards in the workplace or workplaces where work is carried out.

7.2. PERSONNEL NOT TO BENEFIT:

7.2.1. The ILO requires bidders and contractors to observe the highest ethical standards during the procurement process and the execution of contracts. In order to ensure the respect of these obligations, the ILO provides the following definitions:

7.2.1.1. "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, another to obtain a financial or other benefit or to avoid an obligation;

7.2.1.2. "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of any advantage, in order to influence improperly the actions of another;

7.2.1.3. "conflict of interest" is a situation that gives rise to an actual, potential or perceived conflict between the interests of one party and another;



- 7.2.1.4. "collusive practice" is any conduct or arrangement between two or more bidders or contractors, designed to achieve an improper purpose, including to influence improperly the actions of another or to set prices at an artificial level or in a non-competitive manner;
- 7.2.1.5. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, another or the property of another to influence improperly the actions of another.
- 7.2.2. The Contractor will not (and will ensure that its Personnel do not) place itself in a position that may, or does, give rise to a conflict between its interests and the ILO's interests during the procurement process or the execution of the Contract.
- 7.2.3. If during any stage of the procurement process a conflict of interest arose or during contract execution a conflict of interest arises, or appears likely to arise, the Contractor will immediately notify the ILO in writing, setting out all relevant details, including any situation in which the interests of the Contractor conflict with the interests of the ILO, or in any situation in which any ILO official, employee or person under contract with the ILO may have, or appears to have, an interest of any kind in the Contractor's business or any kind of economic or personal ties with the Contractor. The Contractor will take such steps as the ILO may reasonably require to resolve or otherwise deal with the conflict to the satisfaction of the ILO.
- 7.2.4. Without prejudice to any other right or remedy available under the Contract, the ILO reserves the right to disqualify the Contractor for a specified or indefinite period from participating in the procurement process of the ILO or contracting with the ILO, if it is shown that the Contractor has, directly or indirectly, employed fraudulent, corrupt, collusive or coercive practices or failed to disclose a conflict of interest.

8. FULL DISCLOSURE

- 8.1. **FULL DISCLOSURE:** The Contractor warrants that it has made and will make full and proper disclosure to the ILO of all relevant information relating to its business activities, financial condition and ownership, prior to entering into this Contract and for its duration, including that it is not identified on or associated withⁱ any individual, groups, undertakings and entities identified on the list established by the United Nations Security Council Resolution 1267 (**1267 Consolidated List**)ⁱⁱ; and that it is not, nor has been, subject to any sanction or temporary suspension imposed by any organization within the United Nations System including the World Bank.

9. DELAY, FORCE MAJEURE AND LIQUIDATED DAMAGES

9.1. DELAY:

- 9.1.1. Should the Contractor encounter conditions that do not constitute *Force majeure* and which impede or are likely to impede timely performance of the Contract (**Delay**), the Contractor will immediately notify the ILO in writing with full particulars of the Delay, including its likely duration, and its cause. At the ILO's request, the Contractor and the ILO will consult as soon as practicable after receipt of such notice, to evaluate any available means of mitigation or appropriate remedies provided under the Contract.
- 9.1.2. In addition to any other right or remedy available under the Contract, upon receiving notice of Contractor's Delay (or likely Delay) in performance, the ILO will have the right to:
 - 9.1.2.1. suspend the Contract, in whole or in part, and notify the Contractor not to proceed further with its performance which has been subject to (or will be subject to) Delay;
 - 9.1.2.2. withhold and/or deduct payment to the Contractor for the portion of the Contract subject to Delay; and
 - 9.1.2.3. procure all or part of the goods, equipments, works or services which the Contractor fails to provide in a timely manner.
- 9.1.3. Without prejudice to any other right or remedy available under the Contract, the Contractor will be liable for any increase in the price payable by the ILO resulting from the procurement of the goods, equipments, works or services from other sources and the ILO may apply such additional costs incurred, by deduction or otherwise, against future amounts owed by the ILO to the Contractor.
- 9.1.4. Upon receipt of notice of any decision by the ILO to suspend the Contract under subparagraph 9.1.2.1 and with respect to the suspended portion of the Contract, the Contractor will take immediate steps to reduce expenses to a minimum and will not undertake any further obligations; provided, however, that the ILO and the Contractor will continue performance of the Contract to the extent that it is not suspended or cancelled.

9.2. FORCE MAJEURE:

- 9.2.1. Neither Party will be liable to the other Party for failure to perform its respective obligations, if such failure is as a result of an unforeseeable and irresistible event, act of nature (including fire, flood, earthquake, storm, hurricane, epidemic or other natural disaster), any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, (**Force Majeure**) provided that such acts arise from causes beyond the control and without the fault or negligence of the invoking Party.



- 9.2.2. The defaulting Party will notify, as soon as possible after the occurrence of the *Force Majeure* event, the other Party in writing with full particulars of the *Force Majeure* event, including its likely duration, the estimated expenditures that will likely be incurred for the duration of the *Force Majeure* event, and any other conditions which threaten to interfere with the defaulting Party's performance of the Contract.
- 9.2.3. Without prejudice to any other right or remedy available under the Contract, if either Party is rendered unable, in whole or in part, by reason of *Force Majeure* to perform its obligations and meet its responsibilities under the Contract and where the *Force Majeure* event exists beyond sixty (60) days then that Party will have the right to suspend or terminate the Contract with a period of written notice of seven (7) days.
- 9.3. **NOTICE OF DELAY AND FORCE MAJEURE:** If notice is not received by a Party in accordance with paragraphs 9.1.1 or 9.2.2, the Party who fails to notify of the Delay or *Force Majeure* event will be liable for damages resulting from such non-receipt, except where the Delay or *Force Majeure* event also prevents transmission of the notice.
- 9.4. **LIQUIDATED DAMAGES:** Without prejudice to any other right or remedy available under the Contract, the Parties agree that if the Contractor breaches the Contract, including a Delay in performance of the Contractor's obligations under the Contract, it will be impractical or difficult to quantify the damages suffered by the ILO. The Parties, therefore, agree that in the event of such a breach by the Contractor, the Contractor will pay to the ILO, as liquidated damages, a sum equal to three-tenths of one (0.3) per cent of the Contract price for each day of delay until actual delivery or performance, up to a maximum of ten (10) per cent of the Contract price. Each Party acknowledges and agrees that the liquidated damages amount specified herein are intended to reasonably compensate the ILO and not intended to punish the Contractor. Without prejudice to any other right or remedy available under the Contract, the ILO reserves the right to recover such liquidated damages by deduction or otherwise, against future amounts owed by the ILO to the Contractor.

10. TERMINATION

10.1. TERMINATION BY THE ILO:

- 10.1.1. Without prejudice to any other right or remedy available under the Contract and without the authorisation of a court or any other authorisation, the ILO may terminate the Contract immediately by written notice in the event that the Contractor:
- 10.1.1.1. is found to have made any material or fraudulent misrepresentation in the making of or performance of the Contract regardless of when the misrepresentation is discovered;
 - 10.1.1.2. becomes bankrupt, otherwise insolvent, or the ILO reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract;
 - 10.1.1.3. fails to perform contractual obligations or to satisfy any guarantees or warranties it has made under the Contract and does not rectify such failure within sixty (60) days following receipt of a written notice by the ILO;
 - 10.1.1.4. is declared undesirable by the government where the Contractor is to perform any of its obligations under the Contract;
 - 10.1.1.5. is the subject of any sanction or temporary suspension imposed by any organization within the United Nations System including the World Bank; or
 - 10.1.1.6. the ILO's activities are curtailed or terminated.
- 10.1.2. Upon receipt of notice of termination by the ILO, the Contractor will take immediate steps to stop production or delivery of any goods or equipment or bring any work or services to a close in a prompt and orderly manner, will reduce expenses to a minimum and will not undertake any further obligations from the date of receipt of notice of termination.
- 10.1.3. If the Contract should be terminated by the ILO, the ILO will make all payments which may be due up to the effective date of termination for any goods, equipment, work or services satisfactorily delivered or performed and accepted by the ILO.

10.2. TERMINATION BY THE CONTRACTOR:

- 10.2.1. Without prejudice to any other right or remedy available under the Contract and without the authorisation of a court or any other authorisation, the Contractor may terminate the Contract immediately by written notice in the event that the ILO:
- 10.2.1.1. fails to make payments which are due under the Contract and the ILO does not rectify such failure within a period of sixty (60) days after receipt of the Contractor's written notice of default; or
 - 10.2.1.2. fails in its contractual obligations so as to make it unreasonable for the Contractor to proceed with the performance of its obligations under the Contract and the ILO does not rectify such failure within a period of sixty (60) days after receipt of the Contractor's written notice of default.



11. WARRANTY

11.1. WARRANTY OF GOODS AND EQUIPMENT:

- 11.1.1. In addition to conforming to the specifications contained in the Contract with respect to their quantity, quality, description and full compatibility with conditions prevailing in the final place of destination, the Contractor warrants that the goods and equipment:
 - 11.1.1.1. will be new and unused, free from defects, and will conform to their respective product specifications which are incorporated by this reference in the Contract;
 - 11.1.1.2. are fit for the purposes for which such goods and equipment are ordinarily used and for purposes made expressly known in writing in the Contract;
 - 11.1.1.3. are free from any right or claim by any third-party and unencumbered by any title or other rights, including any liens or security interests and claims of infringement of any intellectual property rights. The Contractor will indemnify, defend and hold harmless the ILO from any actions or claims brought against the ILO pertaining to the alleged infringement of any such third-party rights;
 - 11.1.1.4. are securely contained, packaged and marked, taking into account the modes of transport, in a manner so as to protect the goods and equipment during delivery to their final destination; and
 - 11.1.1.5. conform with all applicable technical, safety, health and environment protection standards or recommendations, including those relating to ILO conventions on safety and health.
- 11.1.2. Where the Contractor is not the original manufacturer of the goods and equipment, the Contractor will provide the ILO with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract.
- 11.1.3. With the exception of subparagraph 11.1.1.4, all warranties set forth in paragraph 11.1 will remain fully valid following the delivery of the goods and equipment at the final destination for a period of not less than one (1) year.
- 11.1.4. During the period in which the Contractor's warranties are in effect, upon notice by the ILO that the goods and equipment do not conform to the terms or requirements of the Contract or other breach of the warranties set forth in paragraphs 11.1.1 and 11.1.2, the Contractor will immediately undertake, at its sole expense, best efforts to cure such defects and non-conformities in the delivered goods and equipment, or other breach of the warranties. If the Contractor is unable to correct such defects and non-conformities promptly, but in no case longer than fifteen (15) days, the Contractor will immediately replace the defective goods and equipment with goods and equipment of the same or better quality; or, at its own cost, remove the defective goods and equipment and fully reimburse the ILO for the price paid for the defective goods and equipment.
- 11.1.5. Without prejudice to any other right or remedy available under the Contract, in the event that the Contractor fails to meet its obligations under paragraph 11.1.4, the ILO has the right to independently replace or repair the goods and equipment and the Contractor will be obligated to reimburse the ILO for all the additional costs so incurred, including by deduction or otherwise, against future amounts owed by the ILO to the Contractor.

11.2. WARRANTY OF WORKS AND SERVICES:

- 11.2.1. The Contractor warrants that any works or services provided in accordance with the Contract will meet the specifications, timeframes and related requirements set forth in the Contract. All materials and workmanship utilized in performing the works and services under the Contract will be of the respective kind(s) described in the Contract and free from defects. Materials not conforming to the specifications in the Contract will not be used in performance of the works and services without prior written approval of the ILO.
- 11.2.2. If the works or services do not meet the requirements referred to above, the Contractor will, at its sole expense, either by repair or replacement, correct, promptly modify or change any faulty workmanship materials, parts and equipment supplied by it to the extent necessary to satisfy the above warranty.
- 11.2.3. If any defect or failure in the works or services cannot be rectified by remedial measures within the period agreed by the ILO and the Contractor, the Contractor will be considered to be in default and in addition to exercising any suspension or termination rights set forth in the Contract, the ILO has the right to independently replace or repair the works or services and the Contractor will be obligated to reimburse the ILO for all the additional costs so incurred, including by deduction or otherwise, against future amounts owed by the ILO to the Contractor.

12. MISCELLANEOUS

- 12.1. **CHANGE ORDERS:** The ILO may, by written notification, increase or decrease the number of items or the scope of works or services of the Contract provided the stage reached in the performance of the Contract so allows. If any such changes increase or decrease the cost of and/or the time required for the performance of any part of the Contract, an equitable adjustment will be made in the Contract's price or time schedule, or both, and the Contract will accordingly be amended. Any request for



consultation or claim for adjustment under this paragraph will be asserted by the Contractor within thirty (30) working days from the date of receipt of ILO's change order.

- 12.2. **AMENDMENTS:** The Parties may by mutual agreement amend the Contract. Amendments will be effective only if in writing and when executed and delivered on behalf of the ILO and the Contractor by persons duly authorized to do so.
- 12.3. **NON-WAIVER OF RIGHTS:** Termination of the Contract in whole or in part by a Party or the failure by either Party to exercise any rights available to it, will not affect the accrued rights or claims and liabilities of either Party to the Contract.
- 12.4. **SURVIVAL:** The obligations contained in paragraphs 4.10 (Insurance); 4.11 (Indemnification); 6.1 (Proprietary Items and Intellectual Property Rights); 6.2 (Confidential Nature of and Responsibility for Proprietary Items, Intellectual Property and Other Information); 6.3 (Publicity and Use of the Name, Emblem or Official Seal); 11.1 (Warranty of Goods and Equipment); and 11.2 (Warranty of Works and Services) survive the termination or expiration of the Contract.
- 12.5. **LIMITATION ON ACTIONS:** Irrespective of their nature, any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof (other than obligations enumerated in paragraph 12.4) must be asserted within six (6) months after the termination or expiration of the Contract.

13. SETTLEMENT OF DISPUTES

- 13.1. **AMICABLE SETTLEMENT:** The Parties will use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof by direct informal negotiations, including, where agreed, by referral, to an executive level of authority within the Parties. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the Conciliation Rules then prevailing of the United Nations Commission on International Trade Law (**UNCITRAL**) or according to such other procedure as may be agreed between the Parties in writing.
- 13.2. **ARBITRATION:** Unless settled amicably under paragraph 13.1, within sixty (60) days, after receipt by one Party of the other Party's written request, any dispute, controversy or claim arising out of the Contract, or the breach, termination or invalidity thereof, will be settled by arbitration in accordance with the UNCITRAL Arbitration Rules then prevailing. In addition:
- 13.2.1. the place of arbitration will be Geneva;
- 13.2.2. the decisions of the arbitral tribunal will be based on general principles of international commercial law;
- 13.2.3. the arbitral tribunal will have no authority to award punitive damages; and
- 13.2.4. the Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim arising out of the Contract, or the breach, termination or invalidity thereof.
- 13.3. **LANGUAGE:** The conciliation and the arbitration proceedings will be conducted in the language in which the Contract is signed provided that it is one of the three working languages of the ILO (English, French and Spanish). In the event the Contract is in a language other than English, French or Spanish, the conciliation or the arbitration proceedings will be conducted in English, French or Spanish.



11 Annex 9: Bidder Submission Package - Technical Component

Technical Component template to be inserted here



12 Annex 10: Bidder Submission Package - Commercial Component

Commercial Component template to be inserted here



13 Annex 11: Certification to be submitted by a Bidder in an ILO Competitive Bidding Procedure

The ILO expects all participants in its procurement process to adhere to the very highest standards of moral and ethical conduct and transparency, to prevent any conflict of interest and not to engage in any form of coercive, collusive, corrupt, or fraudulent practices.

With respect to its proposal submitted in response to the ILO's Invitation to Bid/Request for Proposal mentioned above, the bidder hereby certifies that:

1. The prices in its proposal have been arrived at independently without consultation, communication or agreement with any other interested companies, competitor or potential competitor with a view to restricting competition.
2. No attempt has been made or will be made by the bidder to influence any other bidder, organization, partnership or corporation to either submit or not submit a proposal.
3. The bidder will not offer, solicit or accept, directly or indirectly, any gratuity, gift, favour, entertainment, promises of future employment or other benefits to or from anyone in the ILO.
4. The bidder (both parent company and/or any subsidiaries) is not identified on, or associated with any individual, groups, undertakings and entities identified on, the list established pursuant to UN Security Council Resolution 1267 (Consolidated List)².
5. The bidder (both parent company and/or any subsidiaries) will not use the funds received under any contract with the ILO to provide support to individuals, groups, undertakings or entities associated with terrorism.
6. The bidder (both parent company and/or any subsidiaries) is not the subject of any form of sanction imposed by an organization or body within the United Nations System, including the World Bank.

The ILO reserves the right to cancel or terminate with immediate effect and without compensation any offer of or contract arising from this bidding procedure in the event of any misrepresentation in relation to the above certifications.

Definitions of terms used in this declaration:

"coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, another or the property of another to influence improperly the actions of another.

"collusive practice" is any conduct or arrangement between two or more bidders or contractors, designed to achieve an improper purpose, including to influence improperly the actions of another or to set prices at an artificial level or in a non-competitive manner;

² The Consolidated List can be found at the website www.un.org/sc/committees/1267/consolist.shtml



“conflict of interest” is a situation that gives rise to an actual, potential or perceived conflict between the interests of one party and another;

“corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of any advantage, in order to influence improperly the actions of another;

“fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, another to obtain a financial or other benefit or to avoid an obligation;

The undersigned certifies/y to be duly authorized to sign this Certification on behalf of the bidder.

Name and Position	Signature	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ⁱ United Nations Security Council Resolution 1617 defines “associated with” and it is available at <http://www.un.org/sc/committees/1267/resolutions.shtml>.

ⁱⁱ The 1267 Consolidated List is available at www.un.org/sc/committees/1267/consolist.shtml.