### INTERNATIONAL DEVELOPMENT LAW ORGANIZATION INVITATION TO BID

Reference: ITB No. N_63-2022/HQ/ITB	Date: August 10, 2022

Dear Sir/Madam,

The International Development Law Organization (IDLO) kindly invites your Company/Organization to submit a Bid for establishing a Framework Agreement for Development, Maintenance and Support Services on ERP systems and modules. The full requirement is described in Annex C.

We also request that your Bid is submitted using the format specifically detailed in  $\underline{Annex\ D}$ ,  $\underline{E}$  and  $\underline{F}$ .

Bids submitted by email must be limited to a maximum of **10MB**, virus-free and no more than two email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

Bids shall be evaluated based on the criteria set in Annex B.

IDLO is not bound to accept any Bid, nor award a Contract, nor be responsible for any costs associated with a Bidder's preparation and submission of a Bid, regardless of the outcome or the manner of conducting the selection process.

IDLO encourages every prospective Supplier to avoid and prevent conflicts of interest, by disclosing to IDLO if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this Invitation to Bid (ITB).

By submitting a Bid in response to this information, Bidders are confirming acceptance of IDLO General Terms and Conditions for the Procurement of Goods or Services and IDLO Supplier Code of Conduct in full and; Payment Policy where payment is made within 30 days after delivery of service on presentation of complete and correct invoice.

This ITB consists of the following Annexes. Please be guided by these in preparing your Bid:

a.	Instructions to Bidders	Annex A
b.	Preliminary Screening Criteria	Annex B
C.	Terms of Reference (TOR)	Annex C
d.	Bid Submission Form	Annex D
e.	Bidder Information Form	Annex E
f.	Price Schedule	Annex F
g.	IDLO Special Conditions of Contract	Annex G
h.	IDLO General Terms and Conditions for the Procurement of Goods or	Annex H
	Services and IDLO Supplier Code of Conduct	



For any questions/clarifications related to this ITB before Deadline for Submissions of Bid, please contact IDLO on <a href="tenders@idlo.int">tenders@idlo.int</a> and mention Clarification ITB NO. N\_63-2022/HQ/ITB in the subject section of your email.

Deadline for Submission of Proposals: On or before **Date: September 20, 2022 Time: 15:00 hours Rome, Italy** local time.

Thank you and we look forward to receiving your Bid.

Sincerely yours, International Development Law Organization | IDLO IDLO Headquarters



# ANNEX A INSTRUCTIONS TO BIDDERS

1.	General Considerations	In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.		
		The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify IDLO.		
2.	Cost of the Bid	The Bidder shall bear all costs associated with the preparation and submission of the Bid.		
		IDLO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.		
3.	Currency of Bid	Bids shall be nominated exclusively in EURO.		
		Note: Local Suppliers must comply with any applicable laws regarding doing business in other currencies		
4.	Language of the Bid	The Bid and all correspondences and documents relating to the Bid exchanged by the Bidder and IDLO shall be written in the English language.		
5.	Deadline for	The Bid shall be addressed to IDLO on or before		
	Submissions of Bid	Date: September 20, 2022 Time: 15:00 hours Rome, Italy local time.		
		Note: Proposals submitted by email must be limited to a maximum of 10MB, virus-free and no more than two email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.		
6.	Delivery Term and Place	Services will be delivered within the reserved days after receipt of Work Order or contract from IDLO		
7.	Customs clearance, if needed, shall be done by:	□ IDLO □ Supplier 図 N/A		
8.	Special Packing Requirement or Temperature Control	⊠ N/A □ Yes		
9.	Documents comprising the Bid	The Bid shall comprise the following components:  1. Bid Submission Form (see <u>Annex D</u> )  2. Bidder Information Form (see <u>Annex E</u> )  3. Price Schedule ( <u>Annex F</u> )		
10.	Contents of solicitation documents	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 will affect the evaluation of the Bid.		



11. Clarification of solicitation documents	A prospective Bidder requiring any clarification on this ITB may contact IDLO by email on <a href="mailto:tenders@idlo.int">tenders@idlo.int</a> no later than 72 hours prior to the deadline for submission of Bids.			
	Please mention <b>Clarification ITB NO. N_63-2022/HQ/ITB</b> in the subject section of your email.			
	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 received the Solicitation Documents or posted on IDLO website.			
	Any delay in IDLO's response shall not be used as a reason for extending the deadline for submission, unless IDLO determines that such an extension is necessary and communicates a new deadline to all the Bidders.			
12. Amendments of solicitation documents	At any time prior to the deadline for submission of Bids IDLO 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 for taking the amendments into account and preparing their offers, the procuring IDLO entity may, at its discretion, extend the deadline for the submission of Bids.			
13. Format, signing sealing, marking and submission of Bids	The Bid 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 written power-of-attorney accompanying the Bid.			
	The Bid must be submitted using the format specifically detailed in Annex D, $\underline{E}$ and $\underline{F}$ .			
	A Bid shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.			
	Before the stipulated deadline, the Bidder shall send one email to the following e-mail address: <a href="mailto:tenders@idlo.int">tenders@idlo.int</a> with the Subject: "Submission for ITB No. N_63-2022/HQ/ITB"			
14. Joint Venture, Consortium, or Association	If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that: (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the			



members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between IDLO and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of IDLO.

The lead entity and the member entities of the JV, Consortium or Association shall abide by the requirement outlined in the following section in respect of submitting only one bid.

The description of the organization of the IV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IDLO.

A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:

- a) Those that were undertaken together by the JV, Consortium or Association; and
- b) Those that were undertaken by the individual entities of the JV, Consortium or Association.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.

The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IDLO.



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15. Only One Bid	The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.  Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:  a) they have at least one controlling partner, director or shareholder in common; or  b) any one of them receive or have received any direct or indirect subsidy from the other/s; or  c) they have the same legal representative for purposes of this ITB; or  d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;  e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder;  f) or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
16. Late Bids	Any Bid received by IDLO after the deadline for submission of Bids, pursuant to clause <i>Deadline for the submission of Bid</i> , will be rejected and sent back unopened or destroyed unopened if the return cannot be secured unless the Bid was sent by email but was not properly received due to issues in IDLO mailing system.
17. Validity Period of Bids	All Bids will be valid for <b>90 days</b> from the deadline for submission of Bids. In exceptional circumstances IDLO may request the Bidders to extend the validity of the Bid beyond what has been initially indicated in this ITB. The Bidders shall be invited to confirm the extension in writing, without any modification whatsoever on the Bid. The Bidders may choose not to extend the validity period of the Bid upon request of IDLO.
18. Modification and withdrawal of Bids	The Bidder may modify/withdraw its Bid after the Bid's submission, provided that written notice of the withdrawal is received by IDLO prior to the deadline prescribed for submission of Bids.  The Bidder's modification/withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Bids.
	No Bid may be modified nor withdrawn after the deadline for submission of Bids.
	No Bid may be modified/withdrawn in the Interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder in the Bid Submission Form.



19. Amendment of the Bid	At any time prior to the deadline of Bid submission, IDLO may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.  If the amendment is substantial, IDLO may extend the Deadline for submission of bid to give the Bidders reasonable time to incorporate the amendment into their Bids.		
20. Bidders' conference	⊠ N/A □ <del>Yes</del>		
21. Right to accept, reject, or render non- responsive any or all Bids	IDLO reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to annul the solicitation process and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for IDLO's action. Furthermore, IDLO shall not be obliged to award the contract to the lowest priced offer.		
22. Clarification of Bids	To assist in the examination, evaluation and comparison of Bids, IDLO may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.		
23. Evaluation of Eligibility and Qualification	In general terms, Bidders that meet the following criteria may be considered qualified:  a) They are not included in IDLO Sanctions lists (EU, US, UN); b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required; d) They are able to comply fully with IDLO General Terms and Conditions of Contract and IDLO Supplier Code of Conduct; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.		
24. Price variation	Bidders shall not vary their prices for any reason after the deadline of the tender and while the Bid is still valid.		
25. Preliminary Screening	IDLO will screen the Bids' Annex D and E to determine whether they are complete, whether the documents have been properly signed, and whether the Bid is generally in order.		



26. Correction of errors	In the event of a discrepancy between the unit price and the total price, the unit price shall prevail, and the total price shall be corrected by IDLO. If the Bidder does not accept the final price based on IDLO's correction of errors, its Bid will be rejected.		
27. Due Diligence	IDLO reserves the right to undertake a due diligence exercise aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:  a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;  b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;  c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;  d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary;  e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;  f) Other means that IDLO may deem appropriate, at any stage within the selection process, prior to awarding the contract.		
28. Responsiveness of Bid	IDLO will determine the substantial responsiveness of each Bid to the ITB. For purposes of this Clause, a substantially responsive Bid is the one which materially conforms to the requirement of the tender and any mandatory terms contained in the Solicitation Documents.  IDLO's determination of a Bid's responsiveness is based on the contents of the Bid itself without recourse to extrinsic evidence.		
29. Evaluation of Bid	All eligible Bids are assessed whether they are compliant, i.e., meet or exceed the specifications of the ITB		
30. Right to Vary Requirements at the time of the Award	<ul><li>☑ N/A for Framework Agreement</li><li>☐ <del>Yes</del></li></ul>		



31. Contract Award	<ul> <li>Contract Award shall be granted according to: <ul> <li>a) Full submission of relevant documentation as per Preliminary Screening Criteria (Annex B);</li> <li>b) Full submission of Bid Submission Form (Annex D) signed and stamped;</li> <li>c) Full submission of Bidder Information Form (Annex E);</li> <li>d) Full submission of Price Schedule (Annex F) signed and stamped;</li> <li>e) Lowest priced, most technically acceptable/compliant offer;</li> </ul> </li> </ul>	
32. Contract Signature	Within five (5) calendar days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to IDLO. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, IDLO may award the Contract to the Second Ranked Bidder or call for new Bids.	
33. Debriefing	In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from IDLO. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future bids for IDLO procurement opportunities. The content of other bids and how they compare to the Bidder's submission will not be discussed.	
34. Payment Terms	IDLO will make payment within <b>30 days</b> after satisfactory receipt of all goods and upon submission of the invoice by the Supplier.	
35. General Terms and Conditions and Supplier Code of Conduct	Any Contract or Purchase Order that will be signed as a result of this ITB shall be subject to the IDLO's General Terms and Conditions and Supplier Code of Conduct attached as Annex H.  The mere act of submission of a Bid implies that the Bidder accepts both Annexes in full.	
36. Liquidated Damages	□ N/A □ Yes - For late delivery of <u>Services</u> , IDLO shall be entitled to claim liquidated damages from the Contractor in accordance with Article 18 of the General Terms and Conditions.	
	If the Contractor fails to perform the requested Services within the time period specified and as stipulated in the terms and conditions of the Contract, IDLO may, without formal notice and without prejudice to its other remedies under the Contract, be entitled to liquidated damages for every day of delay in the provision and completion of the Services.	
37. Partial Bid	<ul><li>☑ Not permitted (All or Nothing)</li><li>☐ Permitted</li></ul>	



# ANNEX B PRELIMINARY SCREENING CRITERIA

### A. MINIMUM ELIGIBILITY CRITERIA

Subject	Criteria	Document Submission Requirement	
ELIGIBILITY			
Legal Status	Vendor is a legally registered entity.	Certificate of Incorporation/Registration	
Tax Revenue	Vendor is registered with pertinent country's revenue authority.	Valid Tax Compliance Certificate	
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB Annex A Clause 22.	Self-Attestation Letter	
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.		
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Self-Attestation Letter	
Certificates and Licenses	<ul> <li>Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer</li> <li>Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country</li> <li>Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder</li> </ul>	<ul> <li>Minimum certification level:</li> <li>Microsoft Gold Certified Partner: <ul> <li>Enterprise Resource Planning</li> <li>Application Development</li> <li>Cloud Business Application</li> <li>Cloud Platform</li> </ul> </li> <li>Microsoft Dynamics NAV Partner</li> <li>Microsoft Dynamics 365 Partner</li> </ul>	



### **B. QUALIFICATION CRITERIA**

QUALIFICATION		
Previous Experience	Minimum 10 years of relevant experience.	Provide four (4) case studies confirming provision of similar Services, at least two (2) to International Organization, UN Agency, Embassies or Government Entities
Dedicated Business Analyst	Assignment of a dedicated Business Analyst to IDLO ICT focal point/s	Seniority/time with the company (min 5 years) as Business Analyst Past client experiences (min 5) with similar technical assignments (ERP modules implementation)
Proof as Reseller, Partner, or Managed Service Provider		Proof of Microsoft Gold Certified Partner and Microsoft Dynamics NAV/ Dynamics 365
Financial Standing	Minimum average annual turnover of EUR 100,000 for the last 3 years.  (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability by submitting an audited financial statement (balance sheets, including all related notes, and income statements) for the last 3	Financial Statements for the past 3 years  or
	years  (For IV/Consortium/Association, all Parties	Audited Accounts for the past 3 years
	cumulatively should meet requirement).	



#### ANNEX C

### TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS

# FRAMEWORK AGREEMENT FOR DEVELOPMENT, MAINTENANCE AND SUPPORT SERVICES ON ERP SYSTEMS AND MODULES

### A. About IDLO

The International Development Law Organization (IDLO) is an intergovernmental organization exclusively devoted to promoting the rule of law. Established in 1983, IDLO works to enable governments and empower people to reform laws and strengthen institutions to promote peace, justice, sustainable development and economic opportunity. Its programs, research and policy advocacy cover the spectrum of rule of law from peace and institution building to social development and economic recovery in countries emerging from conflict and striving towards democracy.

The Assembly of Parties is IDLO's highest decision-making body. It is composed of Representatives of all Member Parties, which have joined the Establishment Agreement of IDLO. IDLO currently has 37 Member Parties.

IDLO has its Headquarters in Rome, a Branch Office in The Hague, Liaison Offices for the United Nations in New York and Geneva, and Country Offices in Afghanistan, Armenia, the Bahamas, Burkina Faso, Honduras, Indonesia, Kenya, Kyrgyzstan, Jordan, Liberia, Mali, Mexico, Moldova, Mongolia, Myanmar, Niger, the Philippines, Somalia, Tunisia, Uganda and Ukraine.

The work of IDLO is sustained by a dynamic, diverse, multinational, and multicultural workforce, comprised of over 400 employees plus additional personnel in the non-employee category such as consultants and interns. About one fourth of the IDLO workforce is based in its Headquarters in Rome, while the rest are spread across the globe in our Branch and Country offices.

### B. Purpose of this tender

IDLO is currently looking for a Microsoft Dynamics Navision Certified Partner for:

- ERP "Ordinary" Support Services and Maintenance on modules and solutions currently deployed in the Production sites
- ERP "Extraordinary and Evolutionary" Support Services on modules and solutions that will be implemented during the Framework Agreement duration.

IDLO ERP modules/systems and related databases are currently hosted on IDLO's Azure cloud infrastructure and/or on IDLO Microsoft 365 Tenant.

IDLO ERP modules and systems consist of:

- 1. MS Navision (NAV 2018, CU17, build 31747) for the Financial, Budget, Payroll and Procurement modules
  - Hosting: 2 Virtual machines (Production servers) on IDLO's Azure cloud infrastructure
     ITB N\_63-2022/HQ/ITB



- NAV 2018 database: MS Azure SQL database
- NAV 2018 licenses value: € 101.730
- NAV 2018 licenses: 40 Full Users (perpetual)
- NAV Enhancement Plan: Competence 10/06/2022 09/06/2023
- Information related to the IDLO NAV custom third party add-on modules developed by the previous MS Partners is available <a href="here">here</a>
- All custom add-ons are <u>not</u> in a protected range
- 3<sup>rd</sup> Party NAV add-on (with perpetual licensing) for financial data consolidation across multi-Companies (add-on called "Master/Slave" - Enhancement Plan: valid until 31/12/2022)
- Usage/Adoption:
  - Finance teams (HQ and all Country offices) for accounting operations with consolidated multi-Companies and multi-currencies
  - Procurement (HQ and all Country offices) for purchase requisitions, purchase orders and GRN (goods receipts notes) with a custom connector to SharePoint for documents repository
  - Payroll (HQ HR team only) for salary calculation based on benefits/entitlements and issuing monthly salary payslip
  - Budget (HQ Budget team only) for upload operations

### 2. MS Dynamics CRM (custom solution) as HRMS (Human resources management system)

- Hosting: IDLO Microsoft 365 Tenant (Power Platform)
- Region: United States
- Database: IDLO Microsoft 365 Tenant Storage
  - HRM Storage: 10 GB
- Licenses:
  - 3x Dynamics 365 Customer Engagement Plan
  - 480x Dynamics 365 Team Members
- Modules:
  - Employee Information
  - Contract and Benefits Management (custom API for integration with Payroll module in NAV)
  - Leave Requests Management
- Power BI for reporting
- Enhancement Plan with current MS Partner: valid until 31/12/2022
- Usage/Adoption:
  - HQ HR Team for employee and contracts management
  - All regular staff for Leave requests submissions and approvals and Leave balance monitoring

### 3. <u>TimeVision (custom add-on, integrated with MS NAV)</u> for online Timesheets

- Hosting: 1 Virtual machine (Production server) on IDLO's Azure cloud infrastructure
- Database: MS SQL (local)
- Power BI for reporting
- Enhancement Plan with current MS Partner: valid until 31/12/2022
- Usage/Adoption:
  - All regular staff for monthly timesheets submissions and approvals

The source code of the two custom solutions (TimeVision and HRM) is deployed on IDLO's Azure DevOps.



For each ERP Module (NAV, HRM and TimeVision), three separate environments are available (DEV, TEST and PROD).

### C. Requirements

The work required from the Microsoft Certified Partner will span from regular maintenance, bugs fixing and troubleshooting of live modules, close collaboration with the ICT Team and IDLO Business owners for new developments, analysis, applications' design, and testing, up to the release of the solutions in IDLO production ERP environments (Azure, HRM, PowerBI, TimeVision, SharePoint and NAV).

It is vital for IDLO to rely on a Microsoft partner for ERP maintenance and development activities with technical teams and a dedicated Business Analyst that can provide support across the main Microsoft platforms (Azure, PowerBI, SharePoint) and all MS Dynamics technologies but also with a strong understanding of ERP infrastructure design solutions and security measures.

The next ERP developments will focus on the interoperability of the existing modules and Microsoft 365 environment to allow the integration and seamless data flow through the applications.

In 2023 there are two core and challenging ERP components (CRM and Grants/Projects Management) to be implemented and deployed: the first with the business requirements analysis planned to be finalized by Q4-2022 while the second is in 2023 ICT workplan. In addition to above, the integration of the ERP modules (CRM, HRM, Procurement) with an AML (anti-money laundering) real-time check is foreseen (the selection of the service provider of the Compliance Screening solution is currently ongoing).

Based on the above information, a new consolidated contract for Services for the different ERP modules and technologies will be prepared as a Framework Agreement.

### D. Condition of Contract and Expected Output

IDLO is looking to establish **one Framework Agreement** with an able and qualified Supplier.

A Framework Agreement is a type of agreement with its terms and conditions under which procurement of goods or services can be effected over a specified period, but which places no obligation on IDLO to order any minimum or maximum quantity. All terms and conditions including the prices will remain unchanged during the period of the Framework Agreement.

After entering into a Framework Agreement, IDLO shall place orders on a "need basis".

The confirmed award shall be in the form of a duly authorized Work Order. The Work Order is IDLO's commitment against Framework Agreements. The Work Order will provide information on the exact items, its quantities and unit prices (lifted from the Framework Agreement) in addition to other logistic details.

The duration for Framework Agreement(s) is **36 months** with an option to extend at the same price, terms and conditions for a second **24-month period** subject to satisfactory performance and agreement by both parties.



### This ITB is for:

### 1. Unlimited ORDINARY and MAINTENANCE Support Services

Troubleshooting, debugging, fixes and support on modules and solutions currently deployed in Production sites with the assignment of a dedicated Business Analyst to IDLO ICT focal point/s.

Applied to the following System and Platforms:

- MS Navision (NAV): Finance
- MS Navision (NAV): Payroll
- MS Navision (NAV): Procurement
- MS Navision (NAV): Add-on Slave/Master
- MS Navision (NAV): Add-on TimeVision
- MS Dynamics (HRM)
- PowerBI
- Azure Infrastructure (NAV VMs/Database, TimeVision VM/DB, etc.)

Any code development, build and deploy applications for ERP modules and systems, will be managed on IDLO Azure DevOps (using repos, pipelines and boards)

### 2. EVOLUTIONARY and EXTRAORDINARY Support Services

- Analysis of Business Requirements provided by IDLO
- Technical development and/or Change Requests (CR) to the existing solutions with daily rates of the involved Professional figures.
- Deployment and Release in Production sites with the assignment of a dedicated Business Analyst to IDLO ICT focal point/s.
- Systems, Modules and Add-ons updates, patching, upgrades and/or migrations

Applied to the following System and Platforms:

- MS Navision (NAV): Finance
- MS Navision (NAV): Payroll
- MS Navision (NAV): Procurement
- MS Navision (NAV): Add-on Slave/Master
- MS Navision (NAV): Add-on TimeVision
- MS Dynamics (HRM)
- PowerBI
- Azure Infrastructure (NAV VMs/Database, TimeVision VM/DB, etc.)

Any code development, build and deploy applications for ERP modules and systems, will be managed on IDLO Azure DevOps (using repos, pipelines and boards)

### 3. HELPDESK Support Services

Troubleshooting, debugging, fixes and support (in English) on modules and solutions currently deployed in Production sites to IDLO end-users with a fixed number of tickets per year.

Applied to the following System and Platforms:

MS Navision (NAV): Finance



- MS Navision (NAV): Payroll
- MS Navision (NAV): Procurement
- MS Navision (NAV): Add-on Slave/Master
- MS Navision (NAV): Add-on TimeVision
- MS Dynamics (HRM)
- PowerBI
- Azure Infrastructure (NAV VMs/Database, TimeVision VM/DB, etc.)

### 4. SOFTWARE and LICENSES

Licenses, Objects (Pages, Tables, etc.), Enhancement Plans and software assurance:

Applied to the following System and Platforms:

- 1. MS Navision (NAV 2018): perpetual licenses and objects
- 2. MS Navision (NAV): Enhancement Plan

### E. Institutional Arrangement

The Contractor shall report regularly to IDLO ICT Manager, who will be responsible for monitoring the performance of the Contract.

Regular updates on development activities, monthly progress, and status reports of working days of the involved resources will be sent to the ICT Manager who will assess SLA compliance of Vendor's support.

The Vendor will identify one (or more) dedicated Business Analyst/s to work in close collaboration with IDLO ICT team (ERP and ICT Operations) for each Technical area (NAV, HRM, PowerBI, Azure).

Below the structure of the composition of the ERP Project/s team:





The Methodology (work plan) for the Deliverables of any ERP Implementation module (covered by "EVOLUTIONARY and EXTRAORDINARY Support Services") and the Professional figures (Project Manager, Business Analyst, Software Developer) of the Microsoft Partner involved into the activities should cover the following list:

- Initiation
- Planning
- Analysis Documentation
- Design Documentation
- Development and Testing Environment
- User Acceptance Testing Report
- Data Migration
- Implementation in Production Environment
- Technical Documentation

### F. Duration of the Work

The Framework Agreement will come into effect on the date of last signature of the Parties and shall last for 36 months (3 years) with an option to extend at the same price, terms and conditions for a second 24-month period (2 years) subject to satisfactory performance and agreement by both parties.

"ORDINARY and MAINTENANCE Support Services" will be required across the entire duration of the Framework Agreement as well as the "HELPDESK Support Services" while the "EVOLUTIONARY and EXTRAORDINARY Support Services" will be based on the ERP Implementation module plan/s confirmed by IDLO.

### G. Work Location

The contractor will allocate resources to work remotely and/or onsite. IDLO will provide office accommodation to the proposed Contractor's resources, who can be onsite for specific activities or milestones while the reminder of the work can be performed remotely (from the vendor operations centre) and access to IDLO ICT systems. The Contractor will be expected to equip its personnel, assigned to work at IDLO, with the required equipment (software/hardware) and vehicles (where applicable) to enable them to perform optimally.

### H. Qualifications of the Successful Contractor

The Microsoft Partner will be expected to provide a team of Professional Figures for "HELPDESK", "ORDINARY and MAINTENANCE" and "EVOLUTIONARY and EXTRAORDINARY" Support Services with expertise and technical competencies to comply with schedule, activities, deliverables, and the entire projects scope.

For the assignment of the dedicated Business Analyst to IDLO ICT focal point/s, the vendor will be expected to provide CV, seniority and time with the company, past client experiences with similar technical assignments (ERP modules implementation).

### I. Scope of Tender Price and Schedule of Payments



The Payments schedule for the Services listed above with <u>fixed costs</u> and/or <u>annual fees</u> will be as below:

Nr	Milestone	Competence	Target Payment Date
1	ORDINARY SUPPORT and MAINTENANCE	50% of the fixed costs/annual fees	After 6 months from the Agreement signature
2	ORDINARY SUPPORT and MAINTENANCE	Remaining 50% of the fixed costs/annual fees	At the end of the Agreement signature
3	SOFTWARE/LICENSES	Licenses renewal	100% price
4	HELPDESK SUPPORT	N. of tickets	Upon tickets exhaustion
5	EVOLUTIONARY and EXTRAORDINARY	Based on Project and involved resources	After the completion of the agreed working days

For the "EVOLUTIONARY and EXTRAORDINARY Support Services", the purchases required will be related to new developments and/or Change Requests (CRs) and the payments terms will be linked to the completion and satisfactory provision of the requested Services.

There are no specific dates for these purchases because the commencement of the work will depend on IDLO ERP Project workplan.

### J. Annexes to the TOR

Annex G - IDLO SPECIAL CONDITIONS OF CONTRACT: Service Level Agreement (SLA)



### ANNEX D BID SUBMISSION FORM

# This Form must be submitted using the Supplier's Official Letterhead/Stationery in the format specified below)

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide **Professional Services** for [INSERT AMOUNT OF MONEY AND CURRENCY] as may be ascertained in accordance with the Price Schedule (Annex F) attached herewith and made part of this Bid.

We undertake, if our Bid 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 Bid for a period of 90 days from the date fixed for opening of Bids in the Invitation to Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We hereby accept the IDLO's General Terms and Conditions in full and Payment Policy of payment within 30 days after delivery of service on presentation of complete and correct invoice.

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

Company/Organization:	
Name:	
Title:	
Date: Select date	
Signature:	

Duly authorized to sign this Bid



# ANNEX E BIDDER INFORMATION FORM

Name of Bidder:	[Insert Name of	Bidder]	Date:	Select date
ITB reference:	[Insert ITB ref nu	<mark>ımber]</mark>		
Legal name of Bidder		[Complete]		
Legal address		[Complete]		
Year of registration		[Complete]		
Bidder's Authorized I Information	Representative	Name: [Complete] Title: [Complete] Telephone numbers: Email: [Complete]	[Complete]	
Are you an IDLO ven	ndor?	☐ Yes ☐ No If yes	s, <mark>[insert IDLO ven</mark>	dor number]
Countries of operation	on	[Complete]		
No. of full-time emp	loyees	[Complete]		
Contact person that		Name: [Complete]		
contact for requests for		Title: [Complete]		
clarifications during	Bid evaluation	Telephone numbers: Email: [Complete]	[Complete]	
Please attach the fol	lowing	Documents as per A	nnex B:	
documents:		- Minimum Eligibility	· Criteria	
		- Qualification Criter		
		- Qualification Criter	ıa	



### ANNEX F PRICE SCHEDULE

The Services will be requested for the following Systems, technologies, and add-ons:

- MS Navision (NAV): Finance
- MS Navision (NAV): Payroll
- MS Navision (NAV): Procurement
- MS Navision (NAV): Add-on Slave/Master
- MS Navision (NAV): Add-on TimeVision
- MS Dynamics (HRM)
- PowerBl
- Azure Infrastructure (NAV VMs/Database, TimeVision VM/DB, etc.)

The provider can offer the same fees for Services for all above platforms or specific rates for each technical area.

The Services costs table below:

SERVICES	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES UNIT RATE (EURO)	TOT. AMOUNT (EURO)
ORDINARY SUPPORT and MAINTENANCE	Dedicated Business Analyst	Unlimited Support requests (onsite/remote)	Price (annual fee)
HELPDESK Support Services	1 <sup>st</sup> level support to end- users (in English)	N. 100 tickets (annual)	Price (annual fee)
EVOLUTIONARY and EXTRAORDINARY Support Services	Project Manager	Daily Rate (onsite)  €  Daily Rate (remote)  €	Daily Rate x N# Working Days assessed for new developments and/or Change Requests (CRs)
Professional Services costs required for: <ul> <li>a) Analysis</li> <li>b) Configuration</li> <li>c) Customization</li> <li>d) Development</li> <li>e) Test/UAT</li> <li>f) Go-Live</li> <li>g) Training to ICT focal point/s</li> </ul> <li>N# Working Days assessed for new developments and/or Change Requests (CRs)</li>	Software Developer	Daily Rate (onsite)  €  Daily Rate (remote)  €	Daily Rate x N# Working Days assessed for new developments and/or Change Requests (CRs)
	Business Analyst/Architect	Daily Rate (onsite)  €  Daily Rate (remote)  €	Daily Rate x N# Working Days assessed for new developments and/or Change Requests (CRs)
	Training materials and Technical Documentation (in English)	Included	N/A



HAND OVER/TAKE OVER Services	Dedicated Business Analyst	Daily Rate (onsite)  €  Daily Rate (remote)  €	Daily Rate x N# working days assessed for new developments and/or Change Requests (CRs)
SOFTWARE/LICENSES	ANNUAL RATE VALUE	FEE OR AMOUNT (EURO)	Сомретенсе
NAV 2018 Microsoft Licenses	N/A	€	Perpetual
NAV 2018 Enhancement Plan	% of TOT. Nav Licenses value	€	1 Year
SOFTWARE (Custom Add-ons) Renewal and/or Insurance	% of Software Cost		Price (annual fee)

Name, position, and signature of the Bidder	Bidder's Stamp
Duly authorised to sign this Bid  Date:	



### ANNEX G IDLO SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement and/or amend the IDLO General Terms and Conditions for the Procurement of Professional Services. Whenever there is a conflict, the provisions of the Special Conditions of Contract shall prevail over those in IDLO General Terms and Conditions for the Procurement of Professional Services.

Place of delivery	IDLO HQ, Viale Vaticano 106, 00165 Rome, Italy IDLO ERP systems and infrastructure
Delivery date	The Framework Agreement will be signed for a period of up to 36 months. IDLO is not obliged to use the services provided by the Contractor.  IDLO will review the quality of services and deliverables after 12 months of provision of services. Subject to satisfactory performance and agreement by both parties the Framework Agreement may be extended for 24 months. The overall duration of the contract will not exceed 60 months.  The prices will remain unchanged during the period of contract implementation.
Payment terms	IDLO will process payment within <b>30 days</b> after satisfactory receipt of all provision of services and upon receipt of the complete and correct invoice by the service provider.
After-sales services and Warranty	□ Warranty on Parts and Labour for minimum period of □ □ □ □ Technical Support □ Provision of Service Unit when pulled out for maintenance/ repair □ Others



### Service Level Agreement (SLA)

Support Services Requests: IDLO ICT focal point/s will communicate with the Contractor submitting mainly 2<sup>nd</sup> Level Support Requests (Contractor Tier2 Support Team), preferably by e-mail, sending the necessary documentation for the analysis of the request. Support Services Requests are NOT intended to prepare end-users documentation and/or deliver trainings to IDLO end-users.

### 2. Support Services Level Agreement terms:

### 2.1 HOURS OF COVERAGE

From 9.00 AM to 13.00 and from 14.00 to 18.00 (Rome Time) during normal working days, from Monday to Friday [excluding Saturdays and Sundays, Italian National Holidays and Christmas, New Year and summer closures].

In a situation of motivated and documented emergency for IDLO, the intervention can be made by mutual agreement with the MS Partner, outside of normal working hours

### 2.2 NUMBER OF WORKING DAYS FOR SUPPORT SERVICES REQUESTS

The Contract will include **Unlimited** Support Requests for "Ordinary Services and Support Maintenance" with a Fixed Price.

Any activity related to "Extraordinary and Evolutionary Maintenance Support services", the Contractor will charge IDLO on T&M (*Time and Materials*) based on daily rates of professional figures (Project Manager, Senior Analyst, Software Developer) established in the Contract.

### 2.3 RESPONSE AND RESOLUTION TIME

Severity/Priority definitions used to classify support requests and related Resolution time:

- Severity/Priority 1 (HIGH) IDLO ERP (NAV/HRM/PowerBI/Third-party Add-ons) services are not usable because it is in an impaired fashion. The situation has a wide business impact and all IDLO users and/or ERP (NAV/HRM/PowerBI/Third-party Add-ons) services are affected.
- Severity/Priority 2 (MEDIUM) A problem that involves partial, non-critical loss of use of IDLO ERP (NAV/HRM/PowerBI/Third-party Add-ons) platform functionalities and features. There is a medium-to-low impact on IDLO business, but ERP (NAV/HRM/PowerBI/Third-party Add-ons) continues to function, including by using a procedural workaround.
- Severity/Priority 3 (LOW) A general usage question, reporting of a documentation error, or recommendation for a future enhancement or modification. There is lowto-no impact on IDLO ERP (NAV/HRM/PowerBI/Third-party Add-ons) functionalities and features, and the platform continues to function without the inclusion of a procedural workaround.
  - <u>Severity 1</u> response time within 2 working hours and issue resolution within 6 working hours.
  - Severity 2 response time within 4 working hours and issue resolution within 18 working hours
  - Severity 3 response time within 8 working hours and issue resolution within 24 working hours

	CONTRACTOR TIER2 SUPPORT TEAM		
IDLO SUPPORT SERVICES PRIORITY	RESPONSE TIME (WORKING HOURS)	RESOLUTION TIME (*) (WORKING HOURS)	
Severity 1 (HIGH)	2	6	
SEVERITY 2 (MEDIUM)	4	20	
SEVERITY 3 (LOW)	8	24	



### (\*) <u>AFTER</u> THE INITIAL WORKING HOURS OF THE RESPONSE TIME, EXCLUDING VACATION DAYS AND CLOSED PERIODS

In case of a more complex issue that requires an in-depth analysis, these response times may be available to be changed where a business request is made by IDLO, requirements defined, and the cost-of-service cover mutually agreed.

### 3. Support Services Activities Categories

3.1 ORDINARY SERVICE FOR SUPPORT AND MAINTENANCE: all services provided during the hours of work and aimed at maintaining the current system (with deployed modules, features, and functionalities) in operation with no technical fault.

In this regard the following services are included:

A. NAV Enhancement Plan

As aforementioned IDLO adheres to Microsoft Dynamics NAV software update, called ENHANCEMENT PLAN (EP) program which comes directly from Microsoft.

By joining the EP, IDLO obtains the granting of the following benefits without additional charges:

- features and functionalities of the current NAV installation and modules in operation with no technical fault;
- the right to install and use the future versions of the NAV product;
- the right to use and install software updates released by Microsoft to correct known technical fault or for tax and regulatory changes

#### **Exclusions**

Activities related to installation of new ERP versions (NAV/HRM/Third-party Addons), Service Packs and Software updates are NOT included in the EP fees and the Contractor will make a technical/economic feasibility study that will be sent to IDLO by email.

The feasibility study will include:

- analysis of the proposed technical activities;
- a timeframe for implementation;
- the cost of the activities necessary to install new releases/service packs and/or required development to adjust the existing custom solutions.
- B. Third Party NAV Add-ons Enhancement Plan
- C. Online/Remote Support Service
- D. Resolution of technical failure of the current deployed software

This includes current ERP (NAV/HRM/PowerBI) modules, customizations and Third-Party Add-on maintenance and fixing with no additional fees/charges.

For complex issues, Support Services provision will follow SLA terms and IDLO will be notified of the estimated time needed for the resolution of the request.

3.2 EXTRAORDINARY AND EVOLUTIONARY MAINTENANCE: are all those activities that provide support to IDLO for the management of ERP (NAV/HRM/PowerBI/Third-party Add-ons) system, its database and Azure virtual environment as well as all activities in terms of evolution of ERP (NAV/HRM/PowerBI/Third-party Add-ons) application for extension of functionalities, redesign of existing customizations and integration with updated versions of the ERP modules.

In this regard the following services are included:

A. Onsite Technical Support service



The service is offered at IDLO, where the software is used, for the solution of all problems relating to the application's functionality, in the manner hereinafter discussed.

### Standard terms of services

The request must be put in writing by IDLO, reporting the reasons for the support and must be submitted by e-mail through the ticketing system.

The request will be resolved or escalated based on SLA terms and processed according to the urgency agreed with IDLO.

### Terms of service in emergency

In a situation of motivated and documented emergency for IDLO, the intervention can be performed outside of normal working hours based on rates established in the Contract.

### B. Online/Remote Support Service

### C. Design and development of new functionalities/features

The term "Design and develop new functionalities/features" concerns all the activities of analysis, design, development, configuration, writing manuals, handouts, and start-up necessary for the functional adjustment of the system according to Customer request.

The Contractor makes a technical/economic feasibility study of the implementations that will be sent to IDLO by e-mail on time proportionate to the complexity of the request.

### The feasibility study includes:

- analysis of the proposed technical solution;
- a timeframe for implementation;
- the cost of the activity necessary to develop the solution.

### Standard Terms of Services

The Contractor will assess the technical/economic intervention and will communicate the estimation to IDLO. The project will be executed only after formal acceptance by IDLO.

### <u>Terms of the service related to the project</u>

The service will be billed, based on rates established in the Contract, following the successful test executed by IDLO.

#### D. Realignment of software updates:

The service provides IDLO with the skills and activities necessary for the realignment of the customizations, made in the course of the time, with the new version of ERP (NAV/HRM/PowerBI/Third-party Add-ons) modules, as well as support for installation, execution of the conversion tools and the use of the product.

The Contractor will inform IDLO of the issue of a new version of ERP (NAV/HRM/PowerBI/Third-party Add-ons) products, illustrating the functional and technical contents and the benefits of any shift to the updated version. IDLO has the right to choose, based on internal assessments of opportunity and convenience, if and when installing the latest version of the product by communicating and agreeing together with the Contractor a timeframe to perform the activity.



#### Standard Terms of Services

The consulting activities necessary for the realignment of customizations realized for IDLO at Navision standard software will be possible only if the Contractor is placed in a condition to work with an updated copy of IDLO Production database.

The Contractor will adjust the ERP (NAV/HRM/PowerBI/Third-party Add-ons) products to include all the new releases and all the customizations and modules currently used by IDLO.

The process of migration to a new version of ERP (NAV/HRM/PowerBI/Third-party Add-ons) modules typically requires extraordinary maintenance of software and consulting for the installation and will include:

- functional analysis of the impact of the new product for IDLO;
- realignment of customization software at the new version of the product;
- installation of the new product Navision on the same virtual server;
- verification and reconfiguration of the system;
- migration of data from the old to the new version;
- testing and development of customizations;
- training and support to IDLO ICT focal point/s on the new product.

These activities will be charged based on rates established in the Contract.

#### **Exclusions**

Not included in the service are all the adjustments that did not arise directly from a new release or patches from the Microsoft platform but come from the changing needs of IDLO (through Change Requests "CR" submission).

Similarly, it is the responsibility of the Contractor to recommend any adjustments to the product, including both Hardware and Software, which may be necessary to use the new version.

### 4. Online/Remote Support Service

The Contractor will provide IDLO Online support service (Customer Portal or Ticketing system) aimed at logging, assigning priorities and solving problems:

- o submit support requests and assign severity/priority (High, Medium, Low)
- o define the Support Service Requests Category (Ordinary, Extraordinary and Evolutionary)
- o track assignment and monitor progress of submitted tickets
- o log technical fault of the software (NAV/HRM/PowerBI/Third-party Add-ons) with diagnosis of malfunctions and classification of the solution
- export monthly reports with list of completed, re-opened and pending requests
- build a knowledge directory with common and/or frequent resolutions
- **5. Technical support personnel:** assignment of a dedicated Business Analyst to IDLO ICT focal point/s (to be contacted by email and/or phone for "Severity/Priority 1" cases)
- **6. English** shall be the official language to be used in the Support Services activities, requests and documentation/material and for all purposes related to Service Contracts and Licenses.



# ANNEX H IDLO GENERAL TERMS AND CONDITIONS FOR THE PROCUREMENT OF GOODS OR SERVICES AND IDLO SUPPLIER CODE OF CONDUCT

Any proposal submission will imply the unconditional acceptance of IDLO General Terms and Conditions for Goods and Services and adherence to the Supplier Code of Conduct.

The documents are available on IDLO Procurement Website: <a href="https://www.idlo.int/sites/default/files/documents/general\_terms\_and\_conditions\_for\_goods\_au\_gust\_2020.pdf">https://www.idlo.int/sites/default/files/documents/general\_terms\_and\_conditions\_for\_goods\_au\_gust\_2020.pdf</a>

https://www.idlo.int/sites/default/files/documents/general\_terms\_and\_conditions\_for\_services\_august\_2020.pdf

https://www.idlo.int/sites/default/files/documents/idlo-supplier-code-of-conduct.pdf

