

REQUEST FOR PROPOSAL (RFP)

Software Adaptation and implementation for electronic Readmission Case Management System in the Republic of Türkiye

Date: 04 December 2024

RFP Reference No: TD-ANK-2025-0001 Country: Republic of Türkiye.

SECTION 1: LETTER OF INVITATION

The International Organization for Migration, hereinafter referred to as IOM hereby invites prospective proposers to submit a proposal in accordance with the General Conditions of Contract and the Terms of Reference as set out in this Request for Proposal (RFP).

To enable you to submit a proposal, please read the following attached documents carefully.

- Section 1: This Letter of Invitation
- Section 2: Instruction to Proposers
- Section 3: Data Sheet
- Section 4: Evaluation Criteria
- Section 5: Terms of Reference/Statement of Works
- Section 6: Conditions of Contract and Contract Forms
- Section 7: Proposal Forms
 - Form A: Proposal Confirmation
 - Form B: Checklist
 - Form C: Technical Proposal Submission
 - Form D: Proposer Information
 - Form E: Joint Venture/Consortium/Association Information
 - Form F: Eligibility and Qualification
 - Form G: Format for Technical Proposal
 - Form H: Format for CV of proposed key personnel
 - Form I: Statement of Exclusivity and Availability
 - Form J: Financial Proposal Submission
 - Form K: Format for Financial Proposal
 - Form L: Proposal Security

If you are interested in submitting a proposal in response to this RFP, please prepare your proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the deadline for submission of proposals set out in Section 3: Data Sheet.

Please acknowledge receipt of this RFP completing and returning the attached Form A: Proposal Confirmation by email to procsupportank@iom.int no later than 12/12/2024., indicating whether you intend to submit a proposal or otherwise. Should you require further clarifications, kindly communicate with the contact person/s identified in Section 3: Data Sheet as the focal point for queries on this RFP.

We look forward to receiving your proposal.

Approved by:

Name: Mert
Surname: ADALIOGLU
Title: Procurement and Logistics Associate
Date: 04 DECEMBER 2024

SECTION 2: INSTRUCTIONS TO PROPOSERS

| GENERAL | |
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| 1. Scope | <p>Proposers are invited to submit a proposal for the services/works specified in Section 5: Terms of Reference/Scope of Works, in accordance with this Request for Proposal (RFP). A summary of the scope of the proposal is included in Section 3: Data Sheet.</p> <p>Proposers shall adhere to all the requirements of this RFP, including any amendment made in writing by IOM. This RFP is conducted in accordance with Policies and Procedures of IOM.</p> |
| 2. Interpretation of the RFP | <p>Any proposal submitted will be regarded as an offer by the proposer and does not constitute or imply the acceptance of the proposal by IOM. IOM is under no obligation to award a contract to any proposer as a result of this RFP.</p> |
| 3. Supplier Code of Conduct | <p>All proposers must read the United Nations Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the IOM. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: https://www.ungm.org/Public/CodeOfConduct.</p> |
| 4. Eligible proposers | <p>Proposers shall have the legal capacity to enter into a binding contract with IOM</p> <p>A proposer, and all parties constituting the proposer, may have the nationality of any country with the exception of the nationalities, if any, listed in Section 3: Data Sheet. A proposer shall be deemed to have the nationality of a country if the proposer is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.</p> <p>All proposers found to have a conflict of interest shall be disqualified. Proposers may be considered to have a conflict of interest if they are or have been associated in the past, with a firm or any of its affiliates that have been engaged by IOM to provide consulting services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation and other documents to be used for the procurement of the services required in the present procurement process.</p> <p>Proposers shall not be eligible to submit a proposal if at the time of proposal submission:</p> <ul style="list-style-type: none"> ● is included in the Ineligibility List, hosted by UNGM, that aggregates information disclosed by Agencies, Funds or Programs of the UN System; ● is included in the Consolidated United Nations Security Council Sanctions List, including the UN Security Council Resolution 1267/1989 list; ● is included in the World Bank Corporate Procurement Listing of Non-Responsible Vendors and World Bank Listing of Ineligible Firms and Individuals. ● Other sanctions lists, if applicable, as per the discretion of the IOM. |
| 5. Proprietary information | <p>The RFP documents and any Terms of Reference or information issued or furnished by IOM are issued solely for the purpose of enabling a proposal to be completed and may not be used for any other purpose. The RFP documents and any additional information provided to proposers shall remain the property of IOM. All documents which may form part of the proposal will become the property of IOM, who will not be required to return them to your firm.</p> |
| 6. Publicity | <p>During the RFP process, a proposer is not permitted to create any publicity in connection with the RFP.</p> |
| SOLICITATION DOCUMENTS | |
| 7. Clarification of solicitation documents | <p>Proposers may request clarifications on any of the RFP documents no later than the date indicated in Section 3: Data Sheet. Any request for clarification must be sent in writing in the</p> |

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| | <p>manner indicated in Section 3: Data Sheet. Explanations or interpretations provided by personnel other than the named contact person will not be considered binding or official.</p> <p>IOM will provide the responses to clarifications through the method specified in Section 3: Data Sheet.</p> <p>IOM shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of IOM. to extend the submission date of the proposals, unless IOM deems that such an extension is justified and necessary.</p> |
| 8. Amendment of solicitation documents | <p>At any time prior to the deadline for proposal submission, IOM may for any reason, such as in response to a clarification requested by a proposer, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective proposers.</p> <p>If the amendment is substantial, IOM may extend the deadline for submission of proposals to give the proposers reasonable time to incorporate the amendment into their proposal.</p> |
| PREPARATION OF PROPOSALS | |
| 9. Cost of preparation of proposal | The proposer shall bear all costs related to the preparation and/or submission of the proposal, regardless of whether its proposal is selected or not. IOM shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process. |
| 10. Language | The proposal, as well as any and all related correspondence, exchanged by the proposer and IOM, shall be written in the language(s) specified in Section 3: Data Sheet. |
| 11. Documents establishing eligibility and qualifications of the proposer | The proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided in Section 7 and providing the documents required in those forms. In order to award a contract to a proposer, its qualifications must be documented to IOM's satisfaction. |
| 12. Technical proposal format and content | <p>The proposer is required to submit a technical proposal using the forms provided in Section 7 and taking into consideration the requirements in the RFP.</p> <p>The technical proposal shall not include any price or financial information. A technical proposal containing material financial information may be declared non-responsive.</p> |
| 13. Financial proposal | <p>The financial proposal shall be prepared using the form provided in Section 7 and taking into consideration the requirements in the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.</p> <p>Any output and activities described in the technical proposal but not priced in the financial proposal, shall be assumed to be included in the prices of other activities or items as well as in the final total price.</p> <p>Prices and other financial information must not be disclosed in any other place except in the financial proposal.</p> |
| 14. Currencies | <p>All prices shall be quoted in the currency or currencies indicated in Section 3: Data Sheet. Where proposals are quoted in different currencies, for the purposes of comparison of all proposals:</p> <ul style="list-style-type: none"> • IOM will convert the currency quoted in the proposal into the IOM preferred currency, in accordance with the IOM Operational Rate of Exchange on the date of the bid closure. • In the event that IOM selects a proposal for an award that is quoted in a currency different from the preferred currency in Section 3: Data Sheet, IOM shall reserve the right to award the contract in the currency of IOM's preference, using the conversion method specified above. |

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| <p>15. Duties and taxes</p> | <p>The International Organization for Migration is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties. All proposals shall be submitted net of any direct taxes and any other taxes and duties unless otherwise specified in Section 3: Data Sheet</p> |
| <p>16. Proposal validity period</p> | <p>Proposals shall remain valid for the period specified in Section 3: Data Sheet, commencing on the deadline for submission of proposals. A proposal valid for a shorter period may be rejected by IOM and rendered non-responsive.</p> <p>During the proposal validity period, the proposer shall maintain its original proposal without any change, including the availability of the key personnel, the proposed rates and the total price.</p> <p>In exceptional circumstances, prior to the expiration of the proposal validity period, IOM may request proposers to extend the period of validity of their proposals. The request and the responses shall be made in writing and shall be considered integral to the proposal.</p> <p>If the proposer agrees to extend the validity of its proposal, it shall be done without any change to the original proposal but will be required to extend the validity of the proposal security, if required, for the period of the extension, and in compliance with Article 17 (Proposal security) in all respects.</p> <p>The proposer has the right to refuse to extend the validity of its proposal without forfeiting the proposal security, if required, in which case, the proposal shall not be further evaluated.</p> |
| <p>17. Proposal security</p> | <p>Proposal security, if required by Section 3: Data Sheet, shall be provided in the amount and form indicated in Section 3: Data Sheet. The proposal security shall be valid for a minimum of thirty (30) days after the final date of validity of the proposal.</p> <p>The proposal security shall be included along with the proposal. If proposal security is required by the RFP but is not found in the proposal, the offer shall be rejected.</p> <p>If the proposal security amount, or its validity period, is found to be less than is required by IOM, IOM shall reject the proposal.</p> <p>In the event an electronic submission is allowed in Section 3: Data Sheet, proposers shall include a copy of the proposal security in their proposal and the original of the proposal security must be sent via courier or hand delivery as per the instructions in Section 3: Data Sheet.</p> <p>Unsuccessful proposers' proposal securities will be discharged/returned as promptly as possible but no later than thirty (30) days after the expiration of the period of proposal validity prescribed by IOM pursuant to Article 16 (Proposal Validity Period).</p> <p>The Proposal security may be forfeited by IOM, and the proposal rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> ● If the proposer withdraws its offer during the period of the proposal validity specified in Section 3: Data Sheet, or; ● In the event the successful Proposer fails: <ul style="list-style-type: none"> ○ to sign the contract after IOM. has issued an award; or ○ to furnish the performance security, insurances, or other documents that IOM. may require as a condition precedent to the effectivity of the contract that may be awarded to the proposer. |

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| <p>18. Joint Venture, Consortium or Association</p> | <p>If the proposer is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the proposal, each such legal entity will confirm in their joint proposal that:</p> <ul style="list-style-type: none"> • 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, and this will be evidenced by a duly notarised agreement among the legal entities, which will be submitted along with the proposal; and • if they are awarded the contract, the contract shall be entered into by and between IOM. and the designated lead entity, who will be acting for and on behalf of all the member entities comprising the joint venture. <p>After the deadline for submission of proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of IOM.</p> <p>If a JV, Consortium or Association’s proposal is the proposal selected for award, IOM. will award the contract to the joint venture, in the name of its designated lead entity. The lead entity will sign the contract for and on behalf of all other member entities.</p> <p>The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Article 19 (Only one Proposal) herein in respect of submitting only one proposal.</p> <p>The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the RFP, both in the proposal 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 IOM..</p> <p>A JV, Consortium or Association, in presenting its track record and experience, should clearly differentiate between:</p> <ul style="list-style-type: none"> • Those that were undertaken together by the JV, Consortium or Association; and • Those that were undertaken by the individual entities of the JV, Consortium or Association. <p>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.</p> <p>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.</p> |
| <p>19. Only one proposal</p> | <p>The proposer (including the individual members of any Joint Venture) shall submit only one proposal, either in its own name or as part of a Joint Venture.</p> <p>Proposals submitted by two (2) or more proposers shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> • they have at least one controlling partner, director, or shareholder in common; or • any one of them receive or have received any direct or indirect subsidy from the other/s; or • they have the same legal representative for purposes of this RFP; or |

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| | <ul style="list-style-type: none"> • 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 the proposal of another proposer regarding this RFP process; • they are subcontractors to each other’s proposal, or a subcontractor to one proposal also submits another proposal under its name as lead proposer, or some key personnel proposed to be in the team of one proposer participates in more than one proposal received for this RFP process. This condition relating to the personnel does not apply to subcontractors being included in more than one proposal. |
| <p>20. Alternative proposals</p> | <p>Unless otherwise specified in Section 3: Data Sheet, alternative proposals shall not be considered. If submission of alternative proposals is allowed in Section 3: Data Sheet, a proposer may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. Where the conditions for its acceptance are met, or justifications are clearly established, IOM reserves the right to award a contract based on an alternative proposal.</p> <p>If multiple/alternative proposals are being submitted, they must be clearly marked as “Main Proposal” and “Alternative Proposal”. If no indication is provided as to which proposal is the main proposal and which is/are the alternative proposal(s), then all proposals will be rejected.</p> |
| <p>21. Pre-proposal conference</p> | <p>When appropriate, a pre-proposal conference will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.</p> <p>If it is stated in Section 3: Data Sheet that the pre-proposal conference is mandatory, a Proposer which does not attend the pre-proposal conference shall become ineligible to submit a proposal under this RFP.</p> <p>If it is stated in Section 3: Data Sheet that the pre-proposal conference is not mandatory, non-attendance shall not result in disqualification of an interested proposer.</p> <p>IOM will not issue any formal answers to questions from proposers regarding the RFP or proposal process during the pre-proposal conference. All questions shall be submitted in accordance with Article 38 (Clarification of Proposals).</p> <p>The pre-proposal conference shall be conducted for the purpose of providing background information only. Without limiting Article 24 (Proposers responsibility) proposers shall not rely upon any information, statement or representation made at the pre-proposal conference unless that information, statement or representation is confirmed by IOM in writing.</p> <p>Minutes of the pre-proposal conference will be disseminated as specified in Section 3: Data Sheet. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the minutes of the proposer’s conference or issued/posted as an amendment to RFP.</p> |
| <p>22. Site inspection</p> | <p>When appropriate, a site inspection will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.</p> <p>If it is stated in Section 3: Data Sheet that the site inspection is mandatory, a proposer who does not attend the site inspection shall become ineligible to submit a proposal under this RFP.</p> <p>If it is stated in Section 3: Data Sheet that the site inspection is not mandatory, non-attendance, shall not result in disqualification of an interested proposer.</p> <p>Proposers participating in a site inspection shall be responsible for making and obtaining any visa arrangements that may be required for the proposers to participate in a site inspection.</p> <p>Prior to attending a site inspection, proposers shall execute an indemnity and a waiver releasing IOM in respect of any liability that may arise from:</p> |

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| | <ul style="list-style-type: none"> (i) loss of or damage to any real or personal property; (ii) personal injury, disease or illness to, or death of, any person; (iii) financial loss or expense, arising out of the carrying out of that site inspection; and (iv) transportation by IOM to the site (if provided) as a result of any accidents or malicious acts by third parties. <p>IOM will not issue any formal answers to questions from proposers regarding the RFP or solicitation process during a site inspection. All questions shall be submitted in accordance with Article 7 (Clarification of solicitation documents).</p> <p>A site inspection will be conducted for the purpose of providing background information only. Without limiting Article 24 (Proposers Responsibility), proposers shall not rely upon any information, statement or representation made at a site inspection unless that information, statement or representation is confirmed by IOM in writing.</p> |
| <p>23. Errors or omissions</p> | <p>Proposers shall immediately notify IOM in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the RFP, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p> <p>Proposers shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p> |
| <p>24. Proposers responsibility to inform themselves</p> | <p>Proposers shall be responsible for informing themselves in preparing their proposal. In this regard, proposers shall ensure that they:</p> <ul style="list-style-type: none"> ● examine and fully inform themselves in relation to all aspects of the RFP, including the Contract and all other documents included or referred to in this RFP; ● review the RFP to ensure that they have a complete copy of all documents; ● obtain and examine all other information relevant to the project and the scope of the requirements available on reasonable inquiry; ● verify all relevant representations, statements and information, including those contained or referred to in the RFP or made orally during any clarification meeting or site inspection or any discussion with IOM, its employees or agents; ● attend any pre-proposal conference if it is mandatory under this RFP; ● fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the services; and ● form their own assessment of the nature and extent of the services required as included in Section 5: Terms of Reference and properly account for all requirements in their proposal. <p>Proposers acknowledge that IOM, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy, currency or completeness of this RFP or any other information provided to the proposers.</p> |
| <p>25. No material change(s) in circumstances</p> | <p>The proposer shall inform IOM of any change(s) of circumstances arising during the RFP process, including but not limited to:</p> <ul style="list-style-type: none"> ● a change affecting any declaration, accreditation, license or approval; ● major re-organizational changes, company re-structuring, a take-over, buy-out or similar event(s) affecting the operation and/or financing of the proposer or its major sub-contractors; |

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| | <ul style="list-style-type: none"> • a change to any information on which IOM may rely in assessing proposals. |
| SUBMISSION AND OPENING OF PROPOSALS | |
| 26. Instruction for proposal submission | <p>The proposer shall submit a complete proposal in the format and comprising the documents and forms in accordance with requirements in Section 3: Data Sheet. The proposal shall be delivered according to the method specified in Section 3: Data Sheet.</p> <p>The proposal shall be signed by the proposer or person(s) duly authorized to commit the proposer. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the proposing entity, or, if requested, a Power of Attorney, accompanying the proposal.</p> <p>Proposers must be aware that the mere act of submission of a proposal, in and of itself, implies that the proposer fully accepts the IOM General Conditions of Contract.</p> |
| 27. Deadline for proposal submission | <p>Complete proposals must be received by IOM in the manner, and no later than the date and time, specified in Section 3: Data Sheet. If any doubt exists as to the time zone in which the Proposal should be submitted, refer to http://www.timeanddate.com/worldclock/. It shall be the sole responsibility of the proposers to ensure that their proposal is received by the closing date and time. IOM shall accept no responsibility for proposals that arrive late due to the courier company or any technical issues and shall only recognise the actual date and time that the proposal was received by IOM.</p> <p>IOM may, at its discretion, extend this deadline for the submission of proposals by amending the solicitation documents in accordance with Article 8 (Amendment of solicitation documents). In this case, all rights and obligations of IOM and proposers subject to the previous deadline will thereafter be subject to the new deadline as extended.</p> |
| 28. Withdrawal, substitution and modification of proposals | <p>A proposer may withdraw, substitute or modify its proposal after it has been submitted at any time prior to the deadline for submission by sending a written notice to IOM, duly signed by an authorized representative and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as “WITHDRAWAL”, “SUBSTITUTION” OR “MODIFICATION”.</p> <p>However, after the deadline for proposal submission, the proposals shall remain valid and open for acceptance by IOM for the entire proposal validity period, as may be extended.</p> <p>Proposals requested to be withdrawn prior to the deadline for submission of the proposals shall be made available for collection by the proposer that submitted it within 15 days of its withdrawal. Otherwise, IOM shall have the right to discard such proposal unopened without further notice to the proposer. IOM shall not be responsible to return the proposal to the proposer at IOM’s cost.</p> |
| 29. Storage of proposals | <p>Proposals received prior to the deadline of submission and the time of opening shall be securely kept unopened until the proposal opening date stated in Section 3: Data Sheet. No responsibility shall be attached to IOM for prematurely opening an improperly addressed and/or identified proposal.</p> |
| 30. Proposal opening | <p>Proposals will be opened by an ad-hoc panel consisting of at least two staff members and where at least one individual is not involved in the subsequent stages of the procurement process.</p> <p>There will be separate proposal openings for technical and financial proposals. Proposers may attend the opening of the proposals if stated in Section 3: Data Sheet.</p> <p>The proposers’ names and submitted documents shall be announced and recorded on the technical proposal opening report, which will be available for viewing only to proposers who</p> |

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| | <p>have submitted a proposal for a period of thirty days from the date of opening. Information not included in the proposal opening report will not be provided to proposers.</p> <p>Once the technical evaluation has been completed, the financial proposals will be opened. During the financial proposal opening, the proposers' names and the prices stated in the financial proposal shall be announced and recorded on the financial proposal opening report.</p> <p>No proposal shall be rejected during proposal opening, except for late proposals.</p> |
| 31. Late proposals | <p>Any proposal received by IOM after the deadline for submission of proposals will be destroyed unless the proposer requests that it be returned and assumes the responsibility and expenses for the re-possession of the returned proposal documents.</p> <p>In exceptional circumstances, late proposals may be accepted if it is determined that the submission was sent in ample time prior to the proposed closing and the delay could not be reasonably foreseen by the proposer or was due to force majeure.</p> |
| EVALUATION OF PROPOSALS | |
| 32. Confidentiality | <p>Information relating to the examination, evaluation, and comparison of proposals, and the recommendation of contract award, shall not be disclosed to proposers or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>Any effort by a proposer or anyone on behalf of the proposer to influence IOM in the examination, evaluation and comparison of the proposals or contract award decisions may, at IOM's decision, result in the rejection of its proposal and may subsequently be subject to the application of prevailing IOM's vendor sanctions procedures.</p> |
| 33. Evaluation of proposals | <p>IOM shall evaluate a proposal using only the methodologies and criteria defined in this RFP. No other criteria or methodology shall be permitted.</p> <p>IOM shall conduct the evaluation solely on the basis of the submitted technical and financial proposals.</p> <p>Evaluation of proposals shall be undertaken in the following steps:</p> <ol style="list-style-type: none"> a) Preliminary examination b) Evaluation of minimum eligibility and qualification (if pre-qualification is not done) c) Evaluation of technical proposals d) Evaluation of financial proposals. |
| 34. Preliminary examination | <p>IOM shall examine the proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the proposals are generally in order, among other indicators that may be used at this stage. IOM reserves the right to reject any proposal at this stage.</p> |
| 35. Evaluation of eligibility and qualification | <p>The eligibility and qualification of the proposer will be evaluated against the minimum eligibility and qualification requirements specified in Section 4: Evaluation Criteria and in Article 4 (Eligible proposers).</p> |
| 36. Evaluation of technical and financial proposals | <p>The evaluation team shall review and evaluate the technical proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in Section 4: Evaluation Criteria. A proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in Section 3: Data Sheet. When necessary, and if stated in the Data Sheet, IOM may invite technically responsive proposers for a presentation related to</p> |

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| | <p>their technical proposals. The conditions for the presentation shall be provided in the proposal document where required.</p> <p>In the second stage, only the financial proposals of those proposers who achieve the minimum technical score will be opened for evaluation.</p> <p>The evaluation method that applies for this RFP shall be as indicated in Section 3: Data Sheet, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Proposers; or (b) the combined scoring method which will be based on a combination of the technical and financial score.</p> <p>When the Data Sheet specifies a combined scoring method, the formula for the rating of the proposals will be as follows:</p> <div style="border: 1px solid black; padding: 5px;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p style="text-align: center;">TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p style="text-align: center;">FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p>Combined Score = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p> </div> |
| <p>37. Post-qualification</p> | <p>IOM reserves the right to undertake a post-qualification assessment, aimed at determining, to its satisfaction, the validity of the information provided by the proposer. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ol style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the proposer; b) Validation of extent of compliance to the RFP 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 proposer, or with previous clients, or any other entity that may have done business with the proposer; d) Inquiry and reference checking with previous clients on the performance on ongoing or completed contracts, including physical inspections of previous works, as deemed necessary; e) Physical inspection of the proposer's offices, branches or other places where business transpires, with or without notice to the proposer; f) Other means that IOM may deem appropriate, at any stage within the selection process, prior to awarding the contract. |
| <p>38. Clarification proposals</p> | <p>IOM may request clarification or further information in writing from the proposers at any time during the evaluation process. The proposers' responses shall not contain any changes regarding the substance or price of the proposal, except to confirm the correction of arithmetic errors discovered by IOM in the evaluation of the proposals, in accordance with Instructions to Proposers Article 23 (Errors or omissions).</p> |

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| | <p>IOM may use such information in interpreting and evaluating the relevant proposal but is under no obligation to take it into account.</p> <p>Any unsolicited clarification submitted by a proposer in respect to its proposal which is not a response to a request by IOM, shall not be considered during the review and evaluation of the proposals.</p> |
| <p>39. Responsiveness of proposal</p> | <p>IOM's determination of a proposal's responsiveness is to be based on the contents of the proposal itself. A substantially responsive proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the services specified in the contract; or b) limits in any substantial way, inconsistent with the solicitation documents, IOM's rights or the proposer's obligations under the contract; or c) if rectified would unfairly affect the competitive position of other proposers presenting substantially responsive proposals. <p>If a proposal is not substantially responsive, it shall be rejected by IOM. and may not subsequently be made responsive by the proposer by correction of the material deviation, reservation, or omission.</p> |
| <p>40. Nonconformities, reparable errors and omission</p> | <p>Provided that a proposal is substantially responsive, IOM may waive any non-conformities or omissions in the proposal that, in the opinion of IOM., do not constitute a material deviation. These are a matter of form and not of substance and can be corrected or waived without being prejudicial to other proposers.</p> <p>Provided that a proposal is substantially responsive IOM may request the proposer to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the proposal. Failure of the proposer to comply with the request may result in the rejection of its proposal.</p> <p>For financial proposals that have been opened, IOM shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of IOM there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. <p>If the proposer does not accept the correction of errors, its proposal shall be rejected and its proposal security may be forfeited.</p> |
| <p>41. Right to accept any proposal and to reject any or all proposals</p> | <p>IOM reserves the right to accept or reject any proposals, and to annul the proposal process and reject all proposals at any time prior to contract award, without thereby incurring any liability to the affected proposer or proposers or any obligation to inform the affected proposer or proposers of the grounds for IOM.'s action. IOM shall not be obliged to award the contract to the lowest-priced offer.</p> |

| AWARD OF CONTRACT | |
|---|--|
| 42. Award criteria | Prior to expiration of the proposal validity, IOM shall award the Contract to the qualified proposer based on the award criteria indicated in Section 3: Data Sheet. |
| 43. Right to vary requirement at time of award | At the time the contract is awarded, IOM reserves the right to increase or decrease the quantity of services originally specified in Section 5: Terms of Reference, provided this does not exceed the percentages specified in Section 3 Data Sheet, and without any change in the unit prices or other terms and conditions of the proposal and the solicitation document. |
| 44. Notification of award | Prior to the expiration of the period of proposal validity, IOM will notify the successful proposer in writing by email, fax or post, that its proposal has been accepted. Please note that the proposer, if not already registered at the appropriate level in UNGM, will be required to complete the vendor registration process on the UNGM prior to the signature and finalization of the contract. |
| 45. Debriefing | In the event that a proposer is unsuccessful, the proposer may request a debriefing from IOM. The purpose of the debriefing is to discuss the strengths and weaknesses of the proposer's submission, in order to assist the proposer in improving its future proposals for IOM procurement opportunities. The content of other proposals and how they compare to the proposer's submission shall not be discussed. |
| 46. Performance security | <p>The successful Proposer, if so specified in Section 3: Data Sheet shall furnish a Performance Security in the amount and form specified therein, within the specified number of days after receipt of the Contract from IOM. Banks issuing performance securities must be acceptable to the IOM comptroller, i.e. banks certified by the central bank of the country to operate as a commercial bank. IOM shall promptly discharge the proposal securities of the unsuccessful proposers pursuant to Article 17 (Proposal security).</p> <p>Failure of the successful proposer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the proposed security. In that event IOM may award the contract to the next lowest ranked proposer.</p> |
| 47. Bank guarantee for advance payment | Except when the interests of IOM so require, it is IOM's standard practice not to make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per Section 3: Data Sheet, and if specified there, the proposer shall submit a Bank Guarantee in the full amount of the advance payment. Banks issuing bank guarantees must be acceptable to the IOM comptroller, i.e., banks certified by the central bank of the country to operate as a commercial bank. |
| 48. Liquidated Damages | If specified in Section 3: Data Sheet, IOM shall apply Liquidated Damages for the damages and/or risks caused to IOM resulting from the Contractor's delays or breach of its obligations as per the Contract. The payment or deduction of such liquidated damages shall not relieve the Contractor from any of its other obligations or liabilities pursuant to any current contract or purchase order. |
| 49. Proposal protest | Any proposer that believes to have been unjustly treated in connection with this proposal process or any contract that may be awarded as a result of such proposal process may submit a complaint to mscu@iom.int |

SECTION 3: DATA SHEET

The following specific data shall complement, supplement or amend the provisions in Section 2: Instructions to Proposers. In case there is a conflict, the provisions herein shall prevail over those in Section 2: Instructions to Proposers.

| Ref. Article in Section 2 | | Specific Instructions / Requirements |
|---------------------------|---|---|
| 1. | Scope | The reference number of this Request for Proposal (RFP) is TD-ANK-2025-0001 The services include the supply of Software Adaptation and implementation for electronic Readmission Case Management System in the Republic of Türkiye as further described in Section 5 of this RFP. |
| 4. | Eligible proposers | Bidders from all countries are eligible to bid. |
| 7. | Clarification of solicitation documents | Contact details for clarification of solicitation documents: Focal Person: Mr. Mert ADALIOGLU Address: Ilkbahar Mahallesi Konrad Adenauer Caddesi No:61 Cankaya, Ankara/TURKIYE E-mail address: procsupportank@iom.int ATTENTION: PROPOSALS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR PROPOSAL SUBMISSION AS SET OUT BELOW (see Data Sheet Article 26). Deadline for submitting requests for clarifications / questions: Requests for clarification from bidders will not be accepted any later than 10 days (07 JANUARY 2025) before the submission deadline. Manner of disseminating supplemental information to the RFP and responses / clarifications to queries: Responses to request for clarification will be communicated through email and Tender Bulletin at IOM web page by 13 JANUARY 2025 |
| 10. | Language | All proposals, information, documents and correspondence exchanged between IOM Turkiye and the proposers in relation to this solicitation process shall be in English |
| | Partial proposals | Submitting proposals for parts or sub-parts of the TOR is: Not allowed |
| 14. | Currencies | Prices shall be quoted in EURO |
| 15. | Duties and taxes | All prices shall: Be exclusive of VAT and other applicable indirect taxes. |
| 16. | Proposal validity period | 120 days |
| 17. | Proposal security | Required, 10.000,00 EURO |

| | | |
|-----|--------------------------------------|--|
| | | <p>The proposal security will be in the same currency as stipulated in Article 14:(Currencies). EURO</p> <p>Acceptable forms of proposal security</p> <p><input type="checkbox"/> Proposal security form template set out in Section 7</p> <p><input checked="" type="checkbox"/> Any bank-issued cheque / cashier’s cheque / certified cheque</p> |
| 20. | Alternative proposals | Shall not be considered.. |
| 21. | Pre-proposal conference | Will not be conducted |
| 22. | Site inspection | A site inspection will not be held. |
| 26. | Instructions for proposal submission | <p>Allowable manner of submitting proposals:</p> <p><input checked="" type="checkbox"/> e-tendering</p> <p><input checked="" type="checkbox"/> Email - (through below provided e-tendering email address)</p> <p><input checked="" type="checkbox"/> Courier / hand delivery (only Bid Security needs to be delivered as a hard copy.)</p> <p>Optional: Supplier may send a scanned copy of their Bid Security to below mail address along with the scanned copy of the cargo/postal tracking receipt.</p> <p>procsupportank@iom.int</p> <p>SUBMISSION BY E-TENDERING</p> <p>The proposer will use IOM tender system automated email address.</p> <p>SUBMISSION BY EMAIL:</p> <p>The Technical Proposal shall be sent in a separate email with the mandatory subject line: TD-ANK-2025-0001 – TECHNICAL OFFER</p> <p>The Financial Proposal shall be sent in a separate email with the mandatory subject line: TD-ANK-2025-0001 – FINANCIAL OFFER</p> <p>Distinct, separate emails for the technical and financial proposals are requested in order to be able to evaluate them separately. Non-compliance with this instruction shall result in rejection of the proposal received.</p> <p>Proposal submission address: iomturkiyetenders@iom.int PLEASE DO NOT SEND THE EMAILS WITH YOUR PROPOSAL TO ANY OTHER EMAIL ADDRESS (NOT EVEN AS CC. or BCC).</p> <ul style="list-style-type: none"> ▪ File Format: .PDF ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Max. File Size per transmission: 8MB ▪ Mandatory subject of email: See above “SUBMISSION BY EMAIL” article ▪ If the Proposal consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline. ▪ Multiple emails must be clearly identified by indicating in the subject line “email no. X of Y”, and the final “email no. Y of Y”. |

| | | |
|-----|---|---|
| | | <ul style="list-style-type: none"> ▪ Documents which are required in original (e.g. Proposal Security) should be sent to the below address with a PDF copy submitted: procsupportank@iom.int ▪ It is recommended that the entire Proposal be consolidated into as few attachments as possible. ▪ The proposer should receive an email acknowledging email receipt. |
| 27. | Deadline for proposal submission | <p>Date: <u>17-Jan-25</u></p> <p>Time: 12:00 (NOON TIME)</p> <p>Time zone: GMT+3</p> |
| 30. | Proposal Opening | <input checked="" type="checkbox"/> Public proposal opening will not be held |
| 36. | Evaluation of technical and financial proposals | <p>Evaluation will be based on:</p> <p><input type="checkbox"/> Lowest price method (selects the lowest evaluated financial proposal of the technically responsive Proposers)</p> <p><input checked="" type="checkbox"/> Combined scoring method using a distribution of 70%-30%. Technical proposal - financial proposal</p> <p><input type="checkbox"/> Other Click or tap here to enter text.</p> <p>The maximum number of technical points is detailed in Section 4: Evaluation Criteria</p> <p>To be substantially compliant, Proposers must obtain a minimum threshold of 60.% of maximum points.</p> |
| 43. | Right to vary requirement at time of award | <p>The maximum percentage by which quantities may be increased is 20%</p> <p>The maximum percentage by which quantities may be decreased is 20%</p> |
| | Contract award to one or more proposer | <p>IOM TURKIYE will award a contract to:</p> <p>One Bidder Only</p> |
| | Type of contract to be awarded | <p>SERVICE AGREEMENT</p> <p>See Section 6: for sample contract.</p> |
| | Expected date for commencement of contract | 10-Feb-25 |
| | Conditions of contract to apply | See Section 6. |
| 47. | Performance Security | <p>Required.</p> <p>50.000,00EURO</p> <p>The performance security shall be submitted within 30 days after receipt of the contract.</p> <p>The performance security will be in the same currency as stipulated in Article 14 (Currencies).</p> <p>The Performance Security shall be in the form of a Bank Guarantee as set out in Section 6.</p> |

| | | |
|-----|--------------------------------------|--|
| 48. | Advance payment | Allowed up to a maximum of 10% of contract value. Bank Guarantee Required |
| 49. | Liquidated damages | Will be imposed as follows: Percentage of contract price per week of delay: 0,05% up to a maximum of 10% of the Contract value, after which IOM TURKIYE may terminate the contract. |
| | Other information related to the RFP | <i>[All other instructions and information not yet mentioned so far in this Data Sheet but are relevant to the RFP must be cited here, and any further entries that may be added below this table row]</i> |

SECTION 4: EVALUATION CRITERIA

Preliminary Examination Criteria

All criteria will be evaluated on a Pass/Fail basis and checked during Preliminary Examination.

| Criteria | Documents to establish compliance |
|--|---|
| Completeness of the Proposal | All documents requested in Section 2: Instruction to Proposers have been provided and are complete. |
| Proposer accepts General Conditions of Contract as specified in Section 6. | Form C: Technical Proposal Submission |
| Proposal Validity | Form C |
| Proposal Security with a compliant validity period | Form L |

Minimum Eligibility and Qualification Criteria

Minimum eligibility and qualification criteria will be evaluated on a Pass/Fail basis.

If the Proposal is submitted as a Joint Venture, Consortium or Association, each member should meet the minimum criteria, unless otherwise specified.

| Eligibility Criteria | Documents to establish compliance |
|---|---------------------------------------|
| Proposer is a legally registered entity | Form D: Proposer Information |
| Proposer belongs to a diverse supplier group, including micro, small or medium sized enterprise, women or youth owned business or other. | Form D: Proposer Information |
| Vendor is not suspended, nor otherwise identified as ineligible by any UN Organization, the World Bank Group or any other International Organisation in accordance with Section 2 Article 4. | Form C: Technical Proposal Submission |
| No conflicts of interest in accordance with Section 2 Article 4. | Form C: Technical Proposal Submission |
| The Proposer has not declared bankruptcy, in 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 | Form C: Technical Proposal Submission |

| Qualification Criteria | Documents to establish compliance |
|---|---------------------------------------|
| History of non-performing contracts: Non-performance of a contract did not occur as a result of contractor default within the last 3 years. | Form F: Eligibility and Qualification |
| Litigation History: No consistent history of court/arbitral award decisions against the Proposer for the last 3 years. | Form F: Eligibility and Qualification |

| | |
|---|--|
| Previous Experience: | |
| Minimum 5 years of relevant experience for the technical team who will implement the contract. | Form F: Eligibility and Qualification |
| Minimum 2 or 3 contracts of similar value, nature and complexity implemented over the last 5 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i> | Form F: Eligibility and Qualification |
| Financial Standing: | |
| Liquidity: the ratio Average current assets / Current liabilities over the last 3 years must be equal or greater than 1. Proposers must include in their Proposal audited balance sheets cover the last two years | Copy of audited financial statements for the last three years. / Form F: Eligibility and Qualification |
| Turnover: Proposers should have annual sales turnover of minimum 100.000EURO for the last three years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i> | Copy of audited financial statements for the last three years. Form F: Eligibility and Qualification |

Technical Evaluation Criteria

| Summary of technical proposal evaluation sections | | Points obtainable |
|---|--|-------------------|
| 1. | Proposer's qualification, capacity and experience | 300 |
| 2. | Proposed methodology, approach and implementation plan | 400 |
| 3. | Management structure and key personnel | 300 |
| | Total | 1000 |

| Section 1. Proposer's qualification, capacity and experience | | Points obtainable |
|--|---|-------------------|
| 1.1 | Reputation of organisation and staff credibility / reliability / industry standing | 60 |
| 1.2 | General organisational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted. | 90 |
| 1.3 | Relevance of specialised knowledge and experience on similar engagements done in the region / country | 90 |
| 1.4 | Quality assurance procedures and risk mitigation measures | 60 |
| Total Section 1 | | 300 |

| Section 2. Proposed methodology approach and implementation plan | | Points obtainable |
|---|--|--------------------------|
| 2.1 | Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another? | 40 |
| 2.2 | Description of the Proposer's approach and methodology for meeting or exceeding the requirements of the Terms of Reference | 140 |
| 2.3 | Details on how the different service elements shall be organised, controlled and delivered | 50 |
| 2.4 | Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement | 50 |
| 2.5 | Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic | 70 |
| 2.6 | Demonstration of ability to plan, integrate and effectively implement sustainability measures in the execution of the contract | 50 |
| Total Section 2 | | 400 |

| Section 3. Management Structure and Key Personnel | | Points obtainable |
|--|--|--------------------------|
| 3.1 | Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services? | 60 |
| 3.2 | Qualifications of key personnel proposed | |
| 3.2 a | Team Leader | 120 |
| | ● General experience | 20 |
| | ● Specific experience relevant to the assignment | 50 |
| | ● Regional / international experience | 30 |
| | ● Language qualifications | 20 |
| 3.2 b | Senior Expert | 80 |
| | ● General experience | 10 |
| | ● Specific experience relevant to the assignment | 40 |
| | ● Regional / international experience | 20 |
| | ● Language qualifications | 10 |
| 3.2 c | Junior Expert | 40 |
| | ● General experience | 5 |

| | | | |
|------------------------|--|----|------------|
| | <ul style="list-style-type: none">• Specific experience relevant to the assignment | 15 | |
| | <ul style="list-style-type: none">• Regional / international experience | 10 | |
| | <ul style="list-style-type: none">• Language qualifications | 10 | |
| Total Section 3 | | | 300 |

SECTION 5: TERMS OF REFERENCE

Terms of Reference

for the software adaptation and implementation of electronic Readmission Case Management System in the Republic of Türkiye

SUMMARY

This Action aims to implement the electronic Readmission Case Management System (e-RCMS) in Türkiye, replacing the current physical method of exchanging sensitive data for readmission processes. This shift from using manual data transfer to a web-based platform will significantly enhance efficiency and security of the required sensitive personal data exchange. Managing readmission cases electronically has proven successful in other countries. Developed by IOM, the e-RCMS is characterized by its user-friendliness and compliance with international standards on information secure data protection. The implementation by IOM in Türkiye will be done in this framework providing full protection of IOM's intellectual property and know-how. It will need to be tailored to national workflow requirements, national legislation and strategic priorities. It will involve hardware and software set-up, capacity development sessions to ensure better operational efficiency, data quality, interoperability, and data security, with special emphasis on preservation of data integrity in managing readmissions, in line with PMM's Information Technologies (IT) security chart as well as applicable international standards in relation to return and readmission matters.

IOM is seeking a technical service provider to perform a technical assessment of national capacities for adapting and implementing electronic readmission case management system (e-RCMS) based on the existing readmission systems developed and implemented under EU Readmission Capacity Building Facility (EURCAP) and under the Western Balkans Capacity Building Facility (WBCAP); configure the system to Turkish Presidency of Migration Management (PMM)'s operational and technical environment, and provide all needed support, maintenance and troubleshooting.

The assessment will be used as a starting point from which a strategy will be formed for the adaptation/customization of e-RCMS into the national systems hosted and managed by the MoI, Presidency of Migration Management (PMM), with the aim to digitalize the current readmission process in line with the respective obligations under relevant agreements by enabling a phase-wise shift to electronic communication and transmission of information between PMM's headquarters and its relevant provincial branches in Türkiye as the owners of the process.

BACKGROUND

IOM has been providing support to the Government of Türkiye on the Readmission of Individuals who no longer hold the legal status in Türkiye, and are subjects of the removal process, as stipulated in Art. 52 of LFIP. Foreigners may be removed to their country of origin or a transit country or a third country by virtue of a removal (deportation) decision. Removal decisions shall be issued either upon instructions of the PMM or ex officio by the governorates.

In essence, readmission agreements seek to establish effective procedures for the identification and safe and orderly return of persons who do not, or no longer, fulfil the conditions for entry into, presence in, or residence on the territory of the Republic of Türkiye and to facilitate the transit of such persons in a spirit of cooperation.

In order to commence the readmission process, the requesting state is required to submit a formal readmission application to the relevant authorities of the requested state for acceptance based on proof of identity. The requested state examines said application and communicates its acceptance or rejection

to the requesting state. In the event that the application is accepted, relevant travel documents are then issued. This pre-supposes that efficient and effective communication channels are established to ensure that applications can be received processed, and conclusions communicated in the shortest possible time, whilst respecting all applicable data protection principles and complying with the imperatives of the involved authorities.

OBJECTIVE OF THE ASSIGNMENT

The **objective** of the ASSIGNMENT is development of an electronic readmission case management system for a phase-wise shift of the current Readmission Process to electronic communication and transmission based on the provisions of the applicable readmission agreements between the Republic of Türkiye and countries of origin (that will be determined during the course of development of the application). The electronic case management system aims to expedite the current process by enabling correspondence and transmission of information electronically, as well as for both parties to track and monitor the status of the application through a web-based system.

EXPECTED RESULTS FROM THE ASSIGNMENT

The electronic case management system will be able to expedite the readmission application process in the following manner:

- Creation of the required Front Processing Segment (FPS) full workflow/architecture tailored for Turkish users operational and technical/IT environments
- Fully functional and standardized electronic submission of application and supporting documents in the process of readmission between two countries;
- Access to and involvement of all relevant stakeholders/institutions on the national level in Türkiye in the readmission process through common software that is intuitive, easy to use, and in compliance with relevant data protection standards and laws;
- Standardized request forms and minimum document requirements for the submission of a readmission request;
- Prompt notification of verification conclusion and subsequent issuance of travel document;
- Real time electronic and / or web-based communication and tracking of status;
- Real-time database and overview of the relevant return and readmission caseload communicated through the system.

OUTPUTS

- Feasibility assessment report incorporating technical details and current process flow;
- Technical needs assessment document, which will be used as a reference for the development and implementation of for Türkiye-tailored electronic readmission case management system' workflow/architecture/application;

- A fully functioning electronic readmission case management system rolled out to defined end users as agreed during the inception phase and based on the technical assessment;
- Technical specifications for the necessary IT equipment required for the seamless and effective functioning of the system;
- Operations and Training Manual for the use of the readmission case management system in English and Turkish language;
- Minimum of 10 training sessions for the end-users of the readmission case management system;
- On-site installation and setup of the system performed by service provider technician(s) in the beneficiaries environment

WORKING SCHEDULE

The exact working schedule will be defined and negotiated with the successful applicant. The duration of the contract should not exceed 10 (ten) months. The timely delivery of the services listed above is fundamental given the commitments made to Governments involved. Warranty and maintenance activities will start running from the processing of the first live case. As those dates cannot be determined in advance, they are not reflected in the workplan below.

The delivery of services defined in the present ToR will undergo technical quality controls under IOM's supervision on a regular basis.

| Delivery | Month | Objectives: |
|----------|-------|--|
| 1 | 3 | <ul style="list-style-type: none"> • Final feasibility assessment report/technical specs including a detailed description of the system architecture with focus on security, scalability and maintainability, i.e. Software Architecture Description (SAD) |
| 2 | 4 | <ul style="list-style-type: none"> • A secure and reliable e-RCMS with Front Processing Segment (FPS). The system will support login, create and send a regular and transit application with all agreed fields available. Receive and download applications for offline processing, perform case related communication and communicate approval/reject of an application. |
| 3 | 2 | <ul style="list-style-type: none"> • Second release of modules with additional work-processes and other user-functionality that are not prioritized for the first release and are defined during the assessment step. |
| 4 | 1 | <ul style="list-style-type: none"> • Achievement of independent maintainability of several deployments. • Security (physical and logical) mechanisms for multi-country deployments (one to many; many to many) |
| 5 | | <ul style="list-style-type: none"> • Scalability enhancements regarding configuration of workflows, application details, assessments and feasibility studies related to linking existing RCMS's to e-RCMS. |

| | | |
|---|----|---|
| 6 | 24 | <ul style="list-style-type: none"> Warranty and maintenance period |
|---|----|---|

Table 1 Outline of activities to upgrade the e-RCMS

Description of the Deliverables:

The service provider is expected to deliver the following services:

Assessment regarding e-RCMS implementation in Türkiye

The service provider is expected to assess the needs for customization, testing, deployment, end-user training for an e-RCMS implementation of a Front Process Segment (FPS) in the environment of the PMM (Presidency for Migration Management).

The assessment will include:

- Definition of assessment and scope with IOM during three meetings.
- Three workshops with relevant parties. Pre-workshop preparations include the gathering of relevant material, while post-workshop activities include report composition.
- Local requirement gathering¹, including sub-contracting of a local service provider (LSP) if needed. Translation of documents when necessary.
- Four technical meetings covering hosting in the requested country and the need to include up to four agencies and workflow stages.
- Four meetings for final adjustments and presentation of the assessment report. The report should include an implementation plan.

Workshops above are arranged as physical meetings for up to 5 days with 2 team members from the service provider, including travel, accommodation etc.

Implementation of the e-RCMS

The service provider is expected to implement the e-RCMS according to previous assessment.

The implementation will include:

- Configuration, customization, testing, deployment, end-user training for standard modules and the commissioning of the system for live operations.
- A first release with a configured existing FPS.
- A second release with a configuration and installation of custom FPS.
- Migration of data from existing electronic readmission system if needed.
- Coordination and management of technical aspects needed for the implementation.
- Customization of end-user manuals and training material if needed.
- Sub-contracting of LSP if needed.
- Updates of relevant documentation.
- Provision of test environment.

¹ It refers to the filling of the assessment form developed and shared by IOM.

- Coordination of technical activities

Translated FPS

Option for continuous end-user support (for up to two superusers per country), minor modifications and maintenance. Including implementation of support and maintenance routines (English) or in other languages.

Extended Support for designated e-RCMS Country

The service provider will deliver the Extended Support Package which encompasses a broader spectrum of e-RCMS support, encompassing not only the core software but also the underlying platform and on-site activities. The Extended Support Package is delivered as an additional service for a country hosting e-RCMS, the service includes the following:

- **On-Site Consultation.** The service provider will conduct a meeting with the IT Department to discuss and tailor the extended support services. Topics of discussion include security requirements and practical procedures.
- **Yearly Onsite Training.** The service provider will provide comprehensive onsite training for IT staff, keeping them up to date with the latest features of e-RCMS and the underlying platform. More comprehensive training will be included when new staff need to be introduced. Training sessions will be customized to address specific needs and challenges.
- **Quarterly Onsite Inspections.** The service provider will meet the agency's IT staff onsite for a regular inspection and preventive work, making sure backups are valid, security patches applied, and the overall performance as expected. Logs will be analyzed, and potential problems will be resolved. Technical advice relative to ongoing activities.
- **Onsite Troubleshooting.** The service provider will meet IT staff onsite to solve critical problems in the production environment. The service is available on working days and will normally be delivered within 1-2 days.
- **Remote Tech Support via Secure Connection.** The service provider support team should be available via secure connection, providing real-time assistance and troubleshooting. The secure connection should be activated or deactivated at the agency's discretion, ensuring complete control over access.
- **Service Transparency.** The service provider will deliver regular reports and updates on the status of the agency's software and support activities.

Proposed architecture and technology

The software that will be used is listed below:

| Set up | Technology |
|------------------------|--|
| Hosting environment | The application is deployed to NGINX on a Linux based container. Docker Compose is used and will be possible to deploy to any environment with Docker support like Windows Server or Linux, etc. |
| Communication protocol | TCP/IP |

| | |
|----------------------|--|
| Encryption protocol | TLS |
| Data Base | PostgreSQL |
| Encryption method | Credentials will be stored one-way hashing algorithm (SHA-256 or equivalent) |
| Access management | Built-In role-based authorization to access the system functionalities. Roles are assigned to the users depending on their access hierarchy. |
| Network Firewall | Existing infrastructure in each premises |
| Programming language | C# |
| Dev. frameworks | .NET 8 (Long Term Support), Single Page Application (React, Vue or Angular Framework Entity Framework |
| Messaging | RabbitMQ with Shovel plugin |

Table 2 – Software overview

Warranty

Warranty is expected to be provided by the Service Provider, free of charge, complementary to the development of the whole platform, for a period of two years from the date on which the first live application is processed in the system.

Service provider guarantees the following:

- That the software is free from defects and errors.
- That it contains no undocumented features, and that the documentation is complete.
- That it does not infringe upon the intellectual property of any third party.
- That it will perform according to specified metrics for response time and availability.
- That it is scalable.

Maintenance

Maintenance must be guaranteed for a period of 24 (twenty-four) months from the date on which FPS becomes fully operational, with the possibility of extension². The Service Provider shall provide technical support and assistance according to the Service Level Agreement (SLA). The Service Provider shall provide the adequate personnel with in-depth knowledge of the product. Requests will be sent using appropriate Ticketing system set up by the Service Provider. The SLA will be established as follow:

- Service, support and maintenance will be delivered all business days 0900-1800 (UTC+3, Istanbul time),
- **Levels of support for Service request - Error or defect**
 - 1st level support: Superuser/Primary user of each agency/PMM
 - 2nd level support: IT Help Desk of PMM
 - 3rdlevel of support: Service Provider
- **Levels of support for Support request – question/user help**
 - 1st level support: Superuser/Primary user of each agency/PMM

² To be defined after 24 months.

- 2nd level support: Service Provider

Service requests - Errors, defects and minor maintenance

For the management of maintenance and support activities, the Service Provider’s ticket system will be used, using the following “Severity levels”: Critical, High, Medium and Low.

In the following table, a summary of the SLA’s that shall be reflected in the management of each Service Provider ticket, issued for any identified problem/issue: up to 2 (two) superusers/primary user per agency and up to 3 (three) IT-staff is allowed to make support requests.

Service Provider ticket system should be used. The Service Provider will call back within 24 (twenty-four) hours.

| Criticality level | Impact | Resolution time |
|-------------------|--|---|
| Critical | Blocking: the system does not respond, and the process cannot be executed | The Service Provider will start working on resolution within 24 hours (Errors, defects) |
| High | Not blocking: the system responds but does not execute as expected and the process cannot be completed | The Service Provider will start working on resolution within 48 hours (Errors, defects) |
| Medium | Not blocking and with relatively minimum impact. The process can be executed and completed, although with minimum disruption or delay. | The Service Provider will start working on resolution within 7 days (Errors, defects and minor maintenance) |
| Low | Not blocking nor impacting on the normal process execution. Relevant in terms of improvements and future upgrades of the platform. | The issues will be added to the backlog for future prioritization (Errors, defects, and minor maintenance) |

Table 3 Overview of SLAs for Service Provider ticket system

Platform periodic maintenance

Planned maintenance window is allowed for two hours when announced one week ahead or four hours when announced two weeks ahead. Issues with critical or high severity will possibly cause unavailability of the system for troubleshooting or deployment of fixes.

Application and configuration of patches, security updates, fixes provided by the respective manufacturers (hardware and software components) or arising due to a change in the technical environment, such as the core Information and Communication Technology (ICT) infrastructure or the communication network, must be informed and duly kept up to date by the respective parties.

SECTION 6: CONDITIONS OF CONTRACT AND CONTRACT FORMS

6.1 Contract Form with General Conditions of Contract

| | |
|------------------------------|--|
| IOM office-specific Ref. No. | |
| IOM Project Code | |

SERVICE AGREEMENT

between the

International Organization for Migration

and

[Name of the Service Provider]

on

[Type of Services]

This Service Agreement is entered into by the **International Organization for Migration**, a related organization of the United Nations, acting through its [insert office name, e.g., Mission in XXX], [Address of the Office], represented by [Name, Title of Director, CoM, HoO], hereinafter referred to as “**IOM**,” and **[Name of the Service Provider]**, [Address], represented by [Name, Title of the representative of the Service Provider], hereinafter referred to as the “**Service Provider**.” IOM and the Service Provider are also referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. Introduction and Integral Documents

- 1.1 The Service Provider agrees to provide IOM with [insert brief description of services] in accordance with the terms and conditions of this Agreement and its Annexes, if any.
- 1.2 The following documents form an integral part of this Agreement: [add or delete as required]

- (a) **Annex A - Terms of Reference and Delivery Schedule**
- (b) **Annex B - Price Schedule**
- (c) **Annex C - Advance Payment Bank Guarantee Template**
- (d) **Annex D – Performance Security Template**
- (e) **Annex E – IOM Terms and Conditions for European Union Funded Service Type Agreements**

In the event of conflict between the provisions of any Annex and the terms of the main body of the Agreement, the latter shall prevail.

2. Services

- 2.1 The Service Provider agrees to provide to IOM the following services (the “**Services**”):

[Outline services to be provided. Where relevant, include location and how frequently etc. services are to be provided. List all the deliverables and their date of submission, if applicable. Description needs to be as detailed as possible to provide for a reliable yardstick to measure compliance. It may be necessary to attach a description of the Services as an Annex.]

- 2.2 The Service Provider shall commence the provision of Services from **[date]** and fully and satisfactorily complete them by **[date]**.
- 2.3 The Service Provider agrees to provide the Services required under this Agreement in strict accordance with the specifications of this Article and any attached Annexes.

[Optional for Piggybacking for other UN agencies (please delete if not applicable)]

- 2.4 If any United Nations (“UN”) entity wishes to avail of services which are of the same type as the Services through their own contracting formats, the Service Provider shall extend such services to them at prices and on terms no less favourable than those provided in this Agreement for the Services. For this purpose, IOM shall be entitled to disclose information related to this Agreement to any other UN entity.

3. The Service Fee

- 3.1 In full consideration for the complete performance of the Services in accordance with the terms of the Agreement, the all-inclusive total price for the Services under this Agreement shall be **[currency code] [amount in numbers] ([amount in words])** (the “Service Fee”).
- 3.2 The Service Provider shall invoice IOM upon completion of all the Services. The invoice shall include: [services provided, hourly rate, number of hours billed, any travel and out of pocket expenses, (add/delete as necessary)]
- 3.3 The Service Fee shall become due **[insert number of days in numbers] ([write figure in words])** days after IOM’s receipt and approval of the invoice.
- 3.4 Payment shall be made in **[Currency code]** by **[bank transfer]** to the following bank account:

Bank Name:
Bank Branch:
Bank Account Name:
Bank Account Number:
Swift Code:
IBAN Number:

Any change to the bank account shall be formalized by an amendment to this Agreement.

- 3.5 The Service Provider shall be responsible for the payment of all taxes, duties, levies, and charges assessed on the Service Provider in connection with this Agreement.
- 3.6 IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold payment of part or all of the Service Fee until the Service Provider has completed to the satisfaction of IOM the Services to which those payments relate.

4. Advance Payment Bank Guarantee and Performance Security

4.1 Advance Payment Bank Guarantee (IF APPLICABLE)

The Service Provider shall provide IOM with a bank guarantee to secure the requested advance payment (the “Bank Guarantee”) in an amount equivalent to the total amount advanced to be issued by a reputable bank or financial entity acceptable to IOM, based on the template in Annex E, or as otherwise accepted by IOM in writing. The Bank Guarantee shall be effective until [insert date of Services completion], following which the Bank Guarantee will be discharged by IOM. IOM shall not be obliged to make any advance payment until the Bank Guarantee is received and approved by IOM.

4.2 Performance Security (IF APPLICABLE)

4.2.1 The Service Provider shall provide IOM with a performance security in the amount equivalent to 10% (ten percent) of the Service Fee, to be issued by a reputable bank or surety company in a form acceptable to IOM (the “Performance Security”).

4.2.2 The Performance Security shall serve as the guarantee for the Service Provider’s satisfactory performance and compliance with the terms and conditions of this Agreement. The amount of the Performance Security shall not be construed as the limit of the Service Provider’s liability to IOM in any event. The Performance Security shall be effective from the date of commencement of the Services until [insert a date 30 days from the completion of Service Provider’s obligations] following which it will be released by IOM.

5. Warranties

5.1 The Service Provider warrants that:

- (a) It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services in accordance with this Agreement;
- (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
- (c) In all circumstances it shall act in the best interests of IOM;
- (d) No official of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;

- (e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;
 - (f) The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
 - (g) It will maintain reasonable and appropriate organizational, administrative, physical, and technical safeguards to ensure the integrity and confidentiality of the information shared pursuant to this Agreement. The safeguards shall be designed to protect against any foreseeable threats or risks to the security and integrity of such information as well as the unauthorized access, use or disclosure thereof. If requested by IOM at any time during the term of this Agreement, the Service Provider shall provide IOM with copies of its policies, protocols, records, and other relevant materials implementing the safeguards;
 - (h) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
 - (i) The Price specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration;
 - (j) It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Service Provider becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM;
 - (k) It is not included in the most recent United Nations Security Council Consolidated List nor is it the subject of any sanctions or other temporary suspension. The Service Provider will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement;
 - (l) It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent United Nations Security Council Consolidated List and all other applicable terrorism legislation. If, during the term of this Agreement, the Service Provider determines there are allegations or suspicions that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response. The Service Provider shall ensure that this requirement is included in all subcontracts.
- 5.2 The Service Provider warrants that it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any fraudulent, corrupt, discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Service Provider shall immediately inform IOM of any allegation or suspicion that the following practice may have occurred or exist:
- (a) fraudulent practice, defined as any act or omission, including misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, a natural or legal person in the procurement process or the execution of a contract party to obtain a financial gain or other benefit, or to avoid an obligation or in such a way as to cause a detriment to IOM.
 - (b) corrupt practice defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another natural or legal person in the procurement process or in contract execution, such as through bribery.

- (c) collusive practice defined as an arrangement between two or more bidders, or other natural or legal persons designed to achieve an improper purpose, including influencing improperly the actions of another natural or legal person or artificially altering the results of the procurement process to obtain a financial gain or other benefit.
- (d) coercive practice defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any natural or legal person or the property of any such person to influence improperly its actions or impact the execution of a contract.
- (e) obstructive practice defined as acts or omissions intended to materially impede the exercise of IOM's contractual rights of audit, investigation and/or access to information, including deliberately destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.
- (f) unethical practice defined as a practice contrary to the IOM Unified Staff Regulations and Rules or UN Supplier Code of Conduct, such as those relating to conflict of interest, gifts, hospitality, post-employment provisions, abuse of authority, harassment, discriminatory or exploitative practices or practices inconsistent with the rights set forth in the Convention on the Rights of the Child.
- (g) money laundering practice defined as the conversion or transfer of property knowing that such property is derived from any offence(s), for the purpose of concealing or disguising the illicit origin of the property or of assisting any persons who are involved in such offence(s) to evade the legal consequences of their actions. Property shall include, but not be limited to money.

5.3 The Service Provider further warrants that it shall:

- (a) Take all appropriate measures to prevent sexual exploitation and sexual abuse (SEA), as those terms are defined in section 1 of ST/SGB/2003/13 (the "SG Bulletin"),³ and sexual harassment (SH), as that term is defined in section 1 of the UN System Model Policy on Sexual Harassment,⁴ by its employees or sub-contractors, consultants, interns or volunteers associated with or working on behalf of the Service Provider to perform activities under this Agreement ("Associated Personnel");
- (b) accept and follow the standards of conduct listed in section 3 of the SG Bulletin;
- (c) Promptly and confidentially report to IOM any allegations or suspicions of SEA or SH concerning its employees or Associated Personnel; promptly investigate any credible allegations of SEA or SH concerning its employees or Associated Personnel, and inform IOM of the outcome of such investigation; take appropriate corrective measures, including imposing disciplinary measures on any of its employees or Associated Personnel who has committed SEA or SH, and inform IOM of such corrective measures;
- (d) Provide to IOM, on written request, all relevant information to determine whether the Service Provider has taken appropriate investigative and corrective action in cases of SEA or SH. Failure to take appropriate investigative or corrective action to the satisfaction of IOM shall constitute material breach of this Agreement;
- (e) Ensure that the SEA and SH provisions contained in this Article are included in all sub-contracts related to this Agreement;
- (f) Adhere to the provisions of this Article for the duration of this Agreement.

³ Secretary-General's Bulletin Special measures for protection from sexual exploitation and sexual abuse dated 9 October 2003, [N0355040.pdf \(un.org\)](#)

⁴ UN System Model Policy on Sexual Harassment, [CEB Model Policy \(unsceb.org\)](#)

- 5.4 The Service Provider expressly acknowledges and agrees that breach by the Service Provider, its employees or its Associated Personnel, of any provision contained in Articles 5.1, 5.2 or 5.3 of this Agreement constitutes a material breach of this Agreement and shall entitle IOM to terminate this Agreement immediately on written notice without liability. In the event that IOM determines, whether through an investigation or otherwise, that such a breach has occurred then, in addition to its right to terminate the Agreement, IOM shall be entitled to recover from the Service Provider all losses suffered by IOM in connection with such breach.
- 5.5 IOM shall have the right to investigate any allegations (including but not limited to SEA, SH, fraud and corruption) involving the Service Provider, its employees or its Associated Personnel, notwithstanding related investigations undertaken by the Service Provider or national authorities. The Service Provider shall provide its full and timely cooperation with any such investigations. Such cooperation shall include, but shall not be limited to, the Service Provider's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant access to the Service Provider's premises at reasonable times and on reasonable conditions in connection with such access to the Service Provider's personnel and relevant documentation. The Service Provider shall require its agents, including, but not limited to, the Service Provider's attorneys, accountants or other advisers, to reasonably cooperate with any such investigations carried out by IOM.

6. Assignment and Subcontracting

- 6.1 The Service Provider shall not assign or subcontract the activities under this Agreement in whole or in part, unless agreed in writing in advance by IOM. Any subcontract entered into by the Service Provider without approval in writing by IOM may be cause for termination of the Agreement.
- 6.2 Notwithstanding such written approval from IOM, the Service Provider shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between any subcontractor and IOM. The Service Provider shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. The Service Provider remains liable as a primary obligor under this Agreement, and it shall be directly responsible to IOM for any faulty performance under any subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

7. Delays, Defaults and Force Majeure

- 7.1 Time is of the essence in the performance of this Agreement. If the Service Provider fails to provide the Services within the times agreed to in the Agreement, IOM shall, without prejudice to other remedies under this Agreement, be entitled to deduct liquidated damages for delay. The amount of such liquidated damages shall be 0.1% of the value of the total Service Fee per day or part thereof up to a maximum of 10% of the Service Fee. IOM shall have the right to deduct such amount from the Service Provider's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Service Provider. Acceptance of Services delivered late shall not be deemed a waiver of IOM's rights to hold the Service Provider

liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Service provider's obligation to perform further Services in accordance with the Agreement.

- 7.2 In case of failure by the Service Provider materially to perform under the terms and conditions of this Agreement, IOM may, after giving the Service Provider 30 days' written notice to perform and without prejudice to any other rights or remedies, terminate the Agreement with immediate effect without liability.
- 7.3 Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by force majeure, which means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural disaster, epidemic, public health crisis, and any other circumstances which are not caused by nor within the control of the affected Party.
- 7.4 As soon as possible after the occurrence of a force majeure event which impacts the ability of the affected Party to comply with its obligations under this Agreement, the affected Party will give notice and full details in writing to the other Party of the existence of the force majeure event and the likelihood of delay. On receipt of such notice, the unaffected Party shall take such action as it reasonably considers appropriate or necessary in the circumstances, including granting to the affected Party a reasonable extension of time in which to perform its obligations. During the period of force majeure, the affected Party shall take all reasonable steps to minimize damages and resume performance.
- 7.5 IOM shall be entitled without liability to suspend or terminate the Agreement if the Service Provider is unable to perform its obligations under the Agreement by reason of force majeure. In the event of such suspension or termination, the provisions of Article 18 (Termination) shall apply.

8. Independent Contractor

The Service Provider, its employees and other personnel as well as its subcontractors and their personnel, if any, shall perform all Services under this Agreement as an independent contractor and not as an employee or agent of IOM.

9. Audit

The Service Provider agrees to maintain financial records, supporting documents, statistical records and all other records relevant to the Services in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the provision of Services under this Agreement. The Service Provider shall make all such records available to IOM or IOM's designated representative at all reasonable times until the expiration of 7 (seven) years from the date of final payment, for inspection, audit, or reproduction. On request, employees of the Service Provider shall be available for interview.

10. Confidentiality

- 10.1 All information which comes into the Service Provider's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Service Provider shall not communicate such information to any third party without the prior written approval of IOM. The Service Provider shall comply with IOM Data Protection Principles in the event that it collects, receives, uses, transfers, stores or otherwise processes any personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.
- 10.2 Notwithstanding the previous paragraph, IOM may disclose the terms of this Agreement and information related to this Agreement, including but not limited to the name and address of the Service Provider, the title of the contract/project, the nature and purpose of the contract/project, and the amount of the contract/project to the extent as required by IOM's donors or auditors or in relation to IOM's reporting mechanisms and commitment to any initiative for transparency and accountability of funding received by IOM, provided that any such disclosure will be in accordance with the policies, instructions and regulations of IOM.

11. Intellectual Property

All intellectual property and other proprietary rights including, but not limited to, patents, copyrights, trademarks, and ownership of data resulting from the performance of the Services shall be vested in IOM, including, without any limitation, the rights to use, reproduce, adapt, publish and distribute any item or part thereof.

12. Notices

Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and received by the other Party at the following address:

International Organization for Migration (IOM)

Attn: [Name and title/position of IOM contact person]
Address: [IOM's address]
Email: [IOM's email address]

[Full name of the Service Provider]

Attn: [Name and title/position of Service Provider's contact person]
Address: [Service Provider's address]
Email: [Service Provider's email address]

13. Dispute Resolution

- 13.1 Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.
- 13.2 In the event that the dispute, controversy or claim is not resolved by negotiation within 3 (three) months of receipt of the notice from one Party of the existence of such dispute, controversy or

claim, either Party may request that it be submitted to mediation in accordance with the UNCITRAL Mediation Rules in effect at the time of the dispute.

- 13.3 In the event that mediation is not successful, either Party may submit the dispute, controversy or claim to arbitration in accordance with the UNCITRAL Arbitration Rules in effect at the time of the dispute no later than 3 (three) months following the date of termination of the mediation as per Article 9 of the UNCITRAL Mediation Rules. The number of arbitrators shall be one and the language to be used in the arbitral proceedings shall be English. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration. The arbitral tribunal shall have no authority to award punitive damages. The seat of the arbitration shall be Geneva, Switzerland.
- 13.4 All aspects of the dispute resolution as per paragraphs 1 to 3 of this Article shall be treated as confidential by the Parties and all others involved.
- 13.5 The present Agreement as well as the arbitration agreement above shall be governed by the terms of the present Agreement and supplemented by internationally accepted general principles of law (including the UNIDROIT Principles of International Commercial Contracts) for issues not covered by the Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction.
- 13.6 This Article survives the expiration or termination of the present Agreement.

14. Use of IOM Name, Abbreviation and Emblem

The Service Provider shall not be entitled to use the name, abbreviation or emblem of IOM without IOM's prior written authorisation. The Service Provider acknowledges that use of the IOM name, abbreviation and emblem is strictly reserved for the official purposes of IOM and protected from unauthorized use by Article 6^{ter} of the Paris Convention for the Protection of Industrial Property, revised in Stockholm in 1967 (828 UNTS 305 (1972)).

15. Status of IOM

Nothing in or relating to the Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the International Organization for Migration.

16. Indemnity

The Service Provider shall at all times defend, indemnify, and hold harmless IOM, its officers, employees, and agents from and against all losses, costs, damages and expenses (including legal fees and costs), claims, suits, proceedings, demands and liabilities of any kind or nature to the extent arising out of or resulting from acts or omissions of the Service Provider or its employees, officers, agents or

subcontractors, in the performance of this Agreement. IOM shall promptly notify the Service Provider of any written claim, loss, or demand for which the Service Provider is responsible under this clause. This indemnity shall survive the expiration or termination of this Agreement.

17. Waiver

Failure by either Party to insist in any one or more instances on a strict performance of any of the provisions of this Agreement shall not constitute a waiver or relinquishment of the right to enforce the provisions of this Agreement in future instances, but this right shall continue and remain in full force and effect.

18. Termination

18.1 IOM may at any time suspend or terminate this Agreement, in whole or in part, with immediate effect, by providing written notice to the Service Provider, in any case where the mandate of IOM applicable to the performance of the Agreement or the funding of IOM applicable to the Agreement is reduced or terminated. In addition, IOM may suspend or terminate the Agreement upon thirty (30) days' written notice without having to provide any justification.

18.2 In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement, unless otherwise agreed in writing by the Parties. The Service Provider shall return to IOM any amounts paid in advance within 7 (seven) days from the notice of termination.

18.3 In the event of any termination of the Agreement, upon receipt of notice of termination, the Service Provider shall take immediate steps to bring the performance of any obligations under the Agreement to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, place no further subcontracts or orders for materials, services, or facilities, and terminate all subcontracts or orders to the extent they relate to the portion of the Agreement. Upon termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.

18.4 In the event of suspension of this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of this Agreement shall remain applicable during the period of suspension. IOM will notify the Service Provider in writing when the suspension is lifted and may modify the completion date. The Service Provider shall not be entitled to claim or receive any Service Fee or costs incurred during the period of suspension of this Agreement.

19. Severability

If any part of this Agreement is found to be invalid or unenforceable, that part will be severed from this Agreement and the remainder of the Agreement shall remain in full force.

20. Entire Agreement

This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings, if any, relating to the subject matter of this Agreement.

21. Final Clauses

21.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with the Article on Termination.

21.2 Any change to the terms and conditions detailed herein shall be documented in a written amendment to this Agreement.

22. Special Provisions (Optional)

Due to the requirements of the donor financing the project, the Service Provider shall agree and accept the following provisions:

[Insert all donor requirements which must be flowed down to IOM’s Service Providers and subcontractors. In case of any doubt, please contact LEGContracts@iom.int]

Signed in duplicate in English, on the dates and at the places indicated below.

For and on behalf of
The International Organization for
Migration

For and on behalf of
[Name of Service Provider]

Signature

Signature

Name:
Position:
Date:
Place:

Name:
Position:
Date:
Place:

ADVANCE PAYMENT BANK GUARANTEE TEMPLATE

Bank Guarantee for Advance Payment

To: *International Organization for Migration ("IOM")*

Office in [country]

[Address]

Re: Bank Guarantee for Advance Payment under the *[name of Contract]* between the International Organization for Migration and *[Name of Contractor]* signed on *[date]*.

International Organization for Migration (IOM):

We have been informed that *[Name of Contractor]* of *[registered address]* (hereinafter called "the Contractor") has entered into a Contract *[name of Contract]* with the International Organization for Migration, a related organization of the United Nations system, with Ref. No. *[number]* (hereinafter called "the Contract") signed on *[date of signature]* for the execution of *[full description of contract purpose]* (the "Purpose").

Furthermore, we understand that in accordance with the provisions of the Contract, specifically Article *[number of the clause]* of the above-mentioned Contract, an advance payment in the sum of *[amount in numbers] [amount in words]* ("Advance Payment") is to be made against a Bank Guarantee for Advance Payment to be deposited by the Contractor with IOM.

At the request of the Contractor, we *[Bank or Financial Institution acceptable to IOM]*, having our registered office at *[full physical address]* (hereinafter called "the Bank") hereby unconditionally and irrevocably undertake to guarantee as primary obligator and not as surety merely, the immediate payment to IOM on its first demand without whatsoever right of objection on our part and without its first claim to the Contractor, the amount not exceeding *[amount of Guarantee] [amount in words]*. We undertake to indemnify you for any cost, loss or liability incurred by you as a result of our failure to comply with the terms of this Guarantee.

We further agree that no change or addition to or other modification of the terms of the Contract (including its annexes) to be performed thereunder, including any extension of the term of the Contract, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such



change, addition, or modification. We confirm that you do not need to proceed against or enforce any other rights or security or claim payment from any person before claiming under this Guarantee.

This Guarantee shall remain valid and in full effect from the date of the Advance Payment under the Contract until *[insert the date of expiry]*, which date may be extended from time to time for such period as may be agreed by IOM and the Contractor. We waive any right we may have to receive notice of such extension and agree that this Guarantee shall remain valid and enforceable notwithstanding such extension. Any claim in respect thereof should reach us not later than the said date. Upon expiry, the Guarantee will be deemed invalid whether the original instrument would have been returned to the Bank or not.

This Guarantee shall not be assigned or transferred.

Nothing in or relating to this Guarantee shall be deemed a waiver, express or implied, of any of the privileges and immunities of the International Organization for Migration as an intergovernmental organization.

Yours truly,

Sealed with the Common Seal of the Bank this.....(date).

Signature and seal:

Name and position of signatory:

Name of Bank/ Financial Institution:

Address:

Date:

PERFORMANCE SECURITY TEMPLATE

Performance Security (Bank Guarantee)

To: *[name and address of IOM Office]*

WHEREAS *[name and address of Contractor]* (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to execute *[name of Contract and brief description of Works, Services, or Goods]* (hereinafter called “the Contract”);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Performance Security by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the Contract (the “Performance Security”);

AND WHEREAS we have agreed to give the Contractor such a Performance Security;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of *[amount of Guarantee] [amount in words]* (“*Guarantee Amount*”), such sum being payable in the types and proportions of currencies in which the Contract Price (as defined in the Contract) is payable, and we undertake to pay you, immediately upon your first written demand and without cavil or argument, any sum or sums within the limits of *the Guarantee Amount* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We further undertake to indemnify you for any cost, loss or liability incurred by you as a result of our failure to comply with the terms of this Performance Security.

We hereby waive the necessity of your demanding the said debt from the Contractor or from any other party before presenting us with the demand. We further confirm you do not need to proceed against or enforce any other rights or security or claim payment from any person before claiming under this Performance Security.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works, Services or Goods (each as defined in the Contract) to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Performance Security, and we hereby waive notice of any such change, addition, or modification.



This Performance Security shall be valid until *[insert the date by which the vendor should complete all the services as indicated in the contract]*. Any claims hereunder must be submitted to us not later than the said expiry date, after which date this Performance Security automatically becomes null and void.

Nothing in or relating to this Performance Security shall be deemed a waiver, express or implied, of any of the privileges and immunities of the International Organization for Migration as an intergovernmental organization.

Signature and seal of the Guarantor:

Name and position of signatory:
Name of Bank/ Financial Institution:
Address:
Date:

SECTION 7: PROPOSAL FORMS

Form A: Proposal Confirmation

Form B: Checklist

Form C: Technical Proposal Submission

Form D: Proposer Information

Form E: Joint Venture/Consortium/Association Information

Form F: Eligibility and Qualification

Form G: Format for Technical Proposal

Form H: Format for CV of proposed key personnel

Form I: Statement of Exclusivity and Availability

Form J: Financial Proposal Submission

Form K: Format for Financial Proposal

Form L: Proposal Security

FORM B: CHECKLIST

This form serves as a checklist for preparation of your Proposal. Please complete the returnable Proposal Forms in accordance with the instructions and return them as part of your Proposal submission: No alteration to the format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Proposal, please ensure compliance with the instructions in Section 2: Instructions to Proposers and Section 3: Data Sheet.

Technical Proposal:

| | |
|--|--------------------------|
| Have you duly completed all the Returnable Proposal Forms? | |
| ▪ Form C: Technical Proposal Submission | <input type="checkbox"/> |
| ▪ Form D: Proposer information | <input type="checkbox"/> |
| ▪ Form E: Joint Venture/Consortium/Association Information | <input type="checkbox"/> |
| ▪ Form F: Eligibility and Qualification | <input type="checkbox"/> |
| ▪ Form G: Technical Proposal | <input type="checkbox"/> |
| ▪ Form H: CVs of proposed key personnel | |
| ▪ Form I: Statements of exclusivity and availability for key personnel | |
| ▪ Form L: Proposal Security | |
| ▪ [Add other forms as necessary] | <input type="checkbox"/> |
| Have you provided the required documents to establish compliance with the evaluation criteria in Section 4? | <input type="checkbox"/> |
| Have you provided the required documents in support of Form D: Proposer Information? | <input type="checkbox"/> |

Financial Proposal:

| | |
|---|--------------------------|
| ▪ Form J: Financial Proposal Submission | <input type="checkbox"/> |
| ▪ Form K: Financial Proposal | |

FORM C: TECHNICAL PROPOSAL SUBMISSION

| | | | |
|-------------------|----------------------------------|-------|-------------------------------|
| Name of Proposer: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFP reference: | Click or tap here to enter text. | | |

We, the undersigned, offer to supply the services required for [Click or tap here to enter text.](#) in accordance with your Request for Proposals No. [Click or tap here to enter text.](#) We hereby submit our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

BIDDER'S DECLARATION OF CONFORMITY⁵

| Yes | No | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | On behalf of the Supplier, I hereby represent and warrant that neither the Supplier, nor any person having powers of representation, decision-making or control over it or any member of its administrative, management or supervisory body, has been the subject of a final judgement or final |

⁵ This form is mandatory to fill in and sign by every vendor who submits quotation

| Yes | No | |
|--------------------------|--------------------------|---|
| | | administrative decision for one of the following reasons: bankruptcy, insolvency or winding-up procedures; breach of obligations relating to the payment of taxes or social security contributions; grave professional misconduct, including misrepresentation, fraud; corruption; conduct related to a criminal organisation; money laundering or terrorist financing; terrorist offences or offences linked to terrorist activities; child labour and other trafficking in human beings, any discriminatory or exploitative practice, or any practice that is inconsistent with the rights set forth in the Convention on the Rights of the Child or other prohibited practices; irregularity; creating or being a shell company. |
| <input type="checkbox"/> | <input type="checkbox"/> | On behalf of the Supplier, I further represent and warrant that the Supplier is financially sound and duly licensed. |
| <input type="checkbox"/> | <input type="checkbox"/> | On behalf of the Supplier, I further represent and warrant that the Supplier has adequate human resources, equipment, competence, expertise and skills necessary to complete the contract fully and satisfactorily, within the stipulated completion period and in accordance with the relevant terms and conditions. |
| <input type="checkbox"/> | <input type="checkbox"/> | On behalf of the Supplier, I further represent and warrant that the Supplier complies with all applicable laws, ordinances, rules and regulations. |
| <input type="checkbox"/> | <input type="checkbox"/> | On behalf of the Supplier, I further represent and warrant that the Supplier will in all circumstances act in the best interests of IOM. |
| <input type="checkbox"/> | <input type="checkbox"/> | On behalf of the Supplier, I further represent and warrant that no official of IOM or any third party has received from, will be offered by, or will receive from the Supplier any direct or indirect benefit arising from the contract. |
| <input type="checkbox"/> | <input type="checkbox"/> | On behalf of the Supplier, I further represent and warrant that the Supplier has not misrepresented or concealed any material facts during the contracting process. |
| <input type="checkbox"/> | <input type="checkbox"/> | On behalf of the Supplier, I further represent and warrant that the Supplier will respect the legal status, privileges and immunities of IOM as an intergovernmental organization. |
| <input type="checkbox"/> | <input type="checkbox"/> | On behalf of the Supplier, I further represent and warrant that neither the Supplier nor any persons having powers of representation, decision-making or control over the Supplier or any member of its administrative, management or supervisory body are included in the most recent Consolidated United Nations Security Council Sanctions List (the "UN Sanctions List") or are the subject of any sanctions or other temporary suspension. The Supplier will immediately disclose to IOM if it or they become subject to any sanction or temporary suspension. |
| <input type="checkbox"/> | <input type="checkbox"/> | On behalf of the Supplier, I further represent and warrant that the Supplier does not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the UN Sanctions List and any other applicable anti-terrorism legislation. |
| <input type="checkbox"/> | <input type="checkbox"/> | On behalf of the Supplier, I further represent and warrant that, the Supplier will apply the highest ethical standards, the principles of efficiency and economy, equal opportunity, open competition and transparency, and will avoid any conflict of interest. |
| <input type="checkbox"/> | <input type="checkbox"/> | On behalf of the Supplier, I further represent and warrant that the Supplier undertakes to comply with the Code of Conduct, available at https://www.ungm.org/Public/CodeOfConduct . |
| <input type="checkbox"/> | <input type="checkbox"/> | It is the responsibility of the Supplier to inform IOM immediately of any change to the information provided in this Declaration. |
| <input type="checkbox"/> | <input type="checkbox"/> | On behalf of the Supplier I certify that I am duly authorized to sign this Declaration and on behalf of the Supplier I agree to abide by the terms of this Declaration for the duration of any contract entered into between the Supplier and IOM. |

| Yes | No | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | IOM reserves the right to terminate any contract between IOM and the Supplier, with immediate effect and without liability, in the event of any misrepresentation made by the Supplier in this Declaration. |

Signature: _____

Name: [Click or tap here to enter text.](#)

Title: [Click or tap here to enter text.](#)

Date: [Click or tap to enter a date.](#)



VENDOR INFORMATION SHEET

Vendor No. _____
Internal to IOM

Registered Vendor Name*: _____

Other Names/Acronyms _____

Address* _____

House No _____

Street Name _____

ZIP/Postal Code* _____

City* _____

Region* _____

Country* _____

Contact Information

Company Tel/Mobile: _____ Contact Person: _____

Company Email: _____ Contact Person Position: _____

Company Website: _____

Industry Category*: 0100 - Commercial Vendors 0500 - International Organizations - Non-UN
 0200 - National CSOs 0600 - UN entities
 0300 - National Government Entities 0005 - Individual Consultant/Non-Staff
 0400 - International CSOs

Business Type*: Direct Producer/Manufacturing
 Reseller/Distributor/Service Provider

Provide Services/Goods Internationally* Yes No

Disability-inclusive* Yes Not applicable

Women-owned/controlled* At least 51% women-owned/controlled
 Less than 51% women-owned/controlled
 Not applicable

Notes
 All fields marked with * are mandatory. The form may be returned if mandatory fields are missing/incorrect or in the wrong format (esp. Zipcode).
 Vendor Name - should match IDs or registration documents.
 If there is insufficient space, please use the Other Information section

Product Categories (check all applicable)*

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Agriculture, Livestock and Fisheries | <input type="checkbox"/> Fuels and Derivatives | <input type="checkbox"/> Legal and Investigation | <input type="checkbox"/> Power Supply and Electric |
| <input type="checkbox"/> Chemicals | <input type="checkbox"/> Furniture | <input type="checkbox"/> Logistics and Warehousing | <input type="checkbox"/> Quality Control and Environment |
| <input type="checkbox"/> Clothing and Luggage | <input type="checkbox"/> Hospitality, Events | <input type="checkbox"/> Media and Printing | <input type="checkbox"/> Security |
| <input type="checkbox"/> Construction | <input type="checkbox"/> Insurances | <input type="checkbox"/> Medical, Drugs and Pharma | <input type="checkbox"/> Social and Humanitarian Services |
| <input type="checkbox"/> Consultancy and Contracted Services | <input type="checkbox"/> IT and Communications | <input type="checkbox"/> NFIs – Household and Camps | <input type="checkbox"/> Tickets |
| <input type="checkbox"/> Finance and Administration | <input type="checkbox"/> Land and Buildings | <input type="checkbox"/> Office Equipment and Supply | <input type="checkbox"/> Tools and Machinery |
| <input type="checkbox"/> Food and Beverage | <input type="checkbox"/> Learning, Training and Recreation | <input type="checkbox"/> Personal Care | <input type="checkbox"/> Vehicles and Accessories |

UNGM No. _____

<https://www.ungm.org/UNUser/Home>

UN Partner Portal Reference _____

<https://www.unpartnerportal.org>

Registration Date _____

Main Country of Operations (dd-mmm-yyyy)

Licensing Auth./Type _____ License No.: _____ Reg. Date: _____ Expiry Date: _____
 For additional licenses, please use the Other Information Section dd-mmm-yyyy dd-mmm-yyyy

Partner Entities (indicate if there are other relevant business partner accounts already registered in IOM. Format: Account Number-Name)

Same entity registered in another office _____

Parent company _____

Subsidiaries/Branches _____

Other Information:

Section II: Payment and Banking Information

Payment Details

Payment Method* Bank Transfer Check** Cash** Others** _____

Justification for Non-Bank Payment Method** _____

Notes
 Payment currency of the vendor MUST be clearly marked in order to avoid additional bank charges and/or delay in payments.
 Non-bank payment methods require justification.

Bank Details (mandatory if Payment Method is via Bank Transfer):

Bank Name _____
 Bldg and Street _____
 City _____
 Postal Code _____
 Country _____
 Bank Account Name _____
 Bank Keys _____
 Account Currency _____
 Bank Account No. _____

*Depending on the country
 Swift Code/BIC (accounts outside U.S.A.) _____
 IBAN Number (mandatory for banks in Europe) _____
 Clearing No. (CHF accounts in Switzerland) _____
 ABA No. for ACH (USD accounts in U.S.A.) _____
 Bank Branch Code _____

Notes
 If there are multiple bank accounts, please add an extra sheet, and mark the default bank account.

If awarded, please submit ID/Registration, signed IOM Supplier Code of Conduct and Proof of Banking Details to IOM

I hereby certify that the information above are true and correct. I am also authorizing IOM to validate all claims with concerned authorities.

 Printed Name

 Position/Title

 Signature

 Date

FORM E: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION

| | | | |
|-------------------|----------------------------------|-------|-------------------------------|
| Name of Proposer: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFP reference: | Click or tap here to enter text. | | |

To be completed and returned with your Proposal if the Proposal is submitted as a Joint Venture/Consortium/Association.

| No | Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address) | Proposed proportion of responsibilities (in %) and type of services to be performed |
|----|---|---|
| 1 | Click or tap here to enter text. | Click or tap here to enter text. |
| 2 | Click or tap here to enter text. | Click or tap here to enter text. |
| 3 | Click or tap here to enter text. | Click or tap here to enter text. |

| | |
|--|----------------------------------|
| Name of leading partner (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution) | Click or tap here to enter text. |
|--|----------------------------------|

We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

Letter of intent to form a joint venture **OR** JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to [Click or tap here to enter text](#) for the fulfilment of the provisions of the Contract.

Name _____ of _____ partner: Name _____ of _____ partner:
 Signature: _____ Signature: _____
 Date: _____ Date: _____

Name _____ of _____ partner: Name _____ of _____ partner:
 Signature: _____ Signature: _____
 Date: _____ Date: _____

FORM F: ELIGIBILITY AND QUALIFICATION

| | | | |
|-------------------|----------------------------------|-------|-------------------------------|
| Name of Proposer: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFP reference: | Click or tap here to enter text. | | |

If JV/Consortium/Association, to be completed by each partner.

History of Non- Performing Contracts

| <input type="checkbox"/> No non-performing contracts during the last 3 years | | | |
|--|------------------------------------|---|---|
| <input type="checkbox"/> Contract(s) not performed in the last 3 years | | | |
| Year | Non- performed portion of contract | Contract Identification | Total Contract Amount (current value in US\$) |
| | | Name of Client: Address of Client: Reason(s) for non-performance: | |

Litigation History (including pending litigation)

| <input type="checkbox"/> No litigation history for the last 3 years | | | |
|---|------------------------------------|---|--|
| <input type="checkbox"/> Litigation History as indicated below | | | |
| Year of dispute | Amount in dispute (state currency) | Contract Identification | Total Contract Amount (state currency) |
| | | Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved: | |

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Proposer was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Proposer’s individual experts working privately or through other firms cannot be claimed as the relevant experience of the Proposer, or that of the Proposer’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Proposer should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested.

| Project name & Country of Assignment | Client & Reference Contact Details | Contract Value | Period of activity and status | Types of activities undertaken and role (Contractor, sub-contractor or consortium member) |
|--------------------------------------|------------------------------------|----------------|-------------------------------|---|
| | | | | |
| | | | | |
| | | | | |

Proposers may also attach their own Project Data Sheets with more details for assignments above.

Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

Financial Standing

| | | | |
|---|------|----------|--------|
| Annual Turnover for the last 3 years | Year | Currency | Amount |
| | Year | Currency | Amount |
| | Year | Currency | Amount |
| Latest Credit Rating (if any), indicate the source and date. | | | |

| Financial information (state currency) | Historic information for the last 3 years | | |
|--|---|--------|--------|
| | Year 1 | Year 2 | Year 3 |
| | <i>Information from Balance Sheet</i> | | |
| Total Assets (TA) | | | |
| Total Liabilities (TL) | | | |
| Current Assets (CA) | | | |
| Current Liabilities (CL) | | | |
| | <i>Information from Income Statement</i> | | |
| Total / Gross Revenue (TR) | | | |
| Profits Before Taxes (PBT) | | | |
| Net Profit | | | |
| Current Ratio (current assets/current liabilities) | | | |

Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Proposer or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

FORM G: FORMAT FOR TECHNICAL PROPOSAL

| | | | |
|-------------------|----------------------------------|-------|-------------------------------|
| Name of Proposer: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFP reference: | Click or tap here to enter text. | | |

The proposer’s proposal must be organised to follow the format of this Technical Proposal Form. Where the proposer is presented with a requirement or asked to use a specific approach, the proposer must not only state its acceptance, but also describe, where appropriate, how it intends to comply. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

Section 1: Proposer’s qualification, capacity and expertise

- 1.1 Brief description of the organisation, including the year and country of incorporation, and types of activities undertaken.
- 1.2 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.3 Relevance of specialised knowledge and experience on similar engagements done in the region/country.
- 1.4 Quality assurance procedures and risk mitigation measures.
- 1.5 Organization’s commitment to sustainability.

Section 2: Proposed Methodology, Approach and Implementation Plan

This section should demonstrate the proposer’s responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

- 2.1 A detailed description of the approach and methodology for how the Proposer will achieve or exceed the requirements of the Terms of Reference, keeping in mind the appropriateness to local conditions and project environment. Detail how the different service elements shall be organised, controlled and delivered.
- 2.2 Provide comments and suggestions on the Terms of Reference: have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another? Include additional services that will be rendered beyond the requirements of the ToR, if any.
- 2.2 The methodology shall also include details of the Proposer’s internal technical and quality assurance review mechanisms.
- 2.3 Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.4 Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.
- 2-5 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.
- 2.5 Implementation plan including a Gantt chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.7 Any other comments or information regarding the project approach and methodology that will be adopted.

Section 3: Management Structure and Key Personnel

3.1 Describe the overall management approach toward planning and implementing the project. Include details of key personnel including their name and nationality, the Position they will assume and their role as per the ToR. Include an organisation chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.

3.2 For each of the key personnel provide: the CV using the format in Form H and the statement of exclusivity and availability using the format in Form I.

FORM H: FORMAT FOR CV OF PROPOSED KEY PERSONNEL

| | | | |
|-------------------|----------------------------------|-------|-------------------------------|
| Name of Proposer: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFP reference: | Click or tap here to enter text. | | |

| | | | |
|------------------------------------|--|------------------------------|--|
| Position (as per ToR) | | | |
| Personnel Information | Name: | | |
| | Nationality: | Date of birth: | |
| | Language Proficiency: | | |
| Present Employment | Name of employer: | Contact: (manager or HR) | |
| | Address of employer: | | |
| | Telephone: | Email: | |
| | Job title: | Years with present employer: | |
| Education / Qualifications | <i>Summarise college/university and other specialised education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.</i> | | |
| Professional Certifications | <i>Provide details of professional certifications relevant to the scope of services including name of institution and date of certification.</i> | | |
| References: | <i>Provide names, addresses, phone and email contact information for two (2) references.</i> | | |

Summarise professional experience over the last 20 years in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

| From | To | Company / Project / Position / Relevant technical and management experience |
|------|----|---|
| | | |

FORM I: STATEMENT OF EXCLUSIVITY AND AVAILABILITY

| | | | |
|-------------------|----------------------------------|-------|-------------------------------|
| Name of Proposer: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFP reference: | Click or tap here to enter text. | | |

I, the undersigned, hereby declare that I agree to participate exclusively with the Proposer [Click or tap here to enter text.](#) in the above referenced RFP. I further declare that I am able and willing to work for the period(s) foreseen for the position for which my CV has been included in the event that this proposal is successful, namely:

| From | To |
|--|--|
| Click or tap here to enter text. | Click or tap here to enter text. |
| Click or tap here to enter text. | Click or tap here to enter text. |
| Click or tap here to enter text. | Click or tap here to enter text. |

I confirm that I am not engaged in other projects in a position for which my services are required during the periods where my services are required under this RFP.

By making this declaration, I understand that I am not allowed to present myself as a candidate to any other proposer submitting a proposal for this RFP. I am fully aware that if I do so, I will be excluded from this RFP, the proposals may be rejected, and I may also be subject to exclusion from other [Click or tap here to enter text.](#) solicitation procedures and contracts.

Furthermore, should this proposal be successful, I am fully aware that if I am not available at the expected start date of my services for reasons other than ill-health or *force majeure*, I may be subject to exclusion from other [Click or tap here to enter text.](#) solicitation procedures and contracts and that the notification of award of contract to the Proposer may be rendered null and void.

Name: _____

Title: _____

Date: _____

Signature: _____

FORM J: FINANCIAL PROPOSAL SUBMISSION

| | | | |
|-------------------|----------------------------------|-------|-------------------------------|
| Name of Proposer: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFP reference: | Click or tap here to enter text. | | |

We, the undersigned, offer to provide the services for [Click or tap here to enter text.](#) in accordance with your Request for Proposal No. [Click or tap here to enter text.](#) and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and this Financial Proposal sealed under a separate envelope.

Our attached Financial Proposal is for the sum of [Click or tap here to enter text.](#).

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet.

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

Name : _____

Title : _____

Date : _____

Signature : _____

[Stamp with official stamp of the Proposer]

FORM K: FORMAT FOR FINANCIAL PROPOSAL

| | | | |
|-------------------|----------------------------------|-------|-------------------------------|
| Name of Proposer: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFP reference: | Click or tap here to enter text. | | |

The proposer is required to prepare the Financial Proposal following the below format and submit it in an envelope separate from the Technical Proposal as indicated in the Instruction to Proposers. The inclusion of any financial information in the Technical Proposal shall lead to disqualification of the Proposer. The Financial Proposal should align with the requirements of the Terms of Reference and the proposer’s Technical Proposal.

Currency of the proposal: Click or tap here to enter text.

Table 1: Summary of Overall Prices

| | Amount |
|---|--------|
| Professional Fees (from Table 2) | |
| Other Costs (from Table 3) | |
| Total Amount of Financial Proposal | |

Table 2: Breakdown of Professional Fees

| Name | Position | Fee Rate | No. of days / months / hours | Total Amount |
|------------------------------------|----------|----------|------------------------------|--------------|
| | | A | B | C=A+B |
| In-Country | | | | |
| | | | | |
| | | | | |
| Home Based | | | | |
| | | | | |
| | | | | |
| Subtotal Professional Fees: | | | | |

Table 3: Breakdown of Other Costs

| Description | Unit of Measure | Quantity | Unit Price | Total Amount |
|----------------------------|-----------------|----------|------------|--------------|
| International flights | Return trip | | | |
| Subsistence allowance | Day | | | |
| Local transportation costs | Lump sum | | | |
| Out-of-pocket expenses | | | | |

| | | | | |
|------------------------------|--|--|--|--|
| Other costs (specify) | | | | |
| Subtotal Other Costs: | | | | |

Table 4: Breakdown of Price per Deliverable / Activity

| Deliverable / Activity description | Time (person days) | Professional Fees | Other Costs | Total |
|------------------------------------|-----------------------|-------------------|-------------|-------|
| Deliverable 1 | | | | |
| Deliverable 2 | | | | |
| Deliverable 3 | | | | |
| Etc. | | | | |

FORM L: PROPOSAL SECURITY

You may refer to SECTION 3: DATA SHEET, Article 17.