

REQUEST FOR PROPOSALS

SERVICES FOR

Provision of Crisis Management Trainings in Removal Centers in 21 Provinces of Turkey

IOM Turkey



IOM International Organization for Migration
IOM Uluslararası Göç Örgütü

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**IOM International Organization for Migration
IOM Uluslararası Göç Örgütü**

Request for Proposals

The International Organization for Migration (**IOM**) is an intergovernmental organization established in 1951 and is committed to the principle that humane and orderly migration benefits both migrants and society.

In the framework of IOM Turkey's programs, the IOM invites interested eligible Service Providers to submit Proposals for the required services as per this RFP.

The Service Provider will be selected based on considerations outlined in this RFP.

This RFP includes Instructions to Service Provider, Terms of Reference and administrative requirements that Service Providers will need to follow in order to prepare and submit their Proposals for consideration by IOM.

The Proposals must be submitted by e-mail to Procurement Ankara at iomturytenders@iom.int with a subject of **TD-ANK-2022-0019** no later than 3:00 PM on Monday the 31st of January 2022. No late proposal shall be accepted.

Proposals submitted after the above deadline will not be considered. IOM reserves the right to accept or reject the whole or part of any or all proposals based on the fulfilment of the provisions as described in the General Instruction to Service Providers.

Service Providers which do not receive notification before the 07th of February 2022 can consider their Proposals unsuccessful.

IOM reserves the right to cancel the procurement process and reject all Proposals at any time prior to award of a Purchase Order or Contract, without thereby incurring any liability to the affected Service Providers or any obligation to inform the affected Service Providers of the ground for IOM's action.

Please contact Ms Basak YAGAN at procsupportank@iom.int for any technical inquiries.

Very truly yours,

Procurement & Logistics Unit
IOM Ankara

IOM is encouraging companies to use recycled materials or materials coming from sustainable resources or produced using a technology that has lower ecological footprints.

GENERAL INSTRUCTION TO SERVICE PROVIDERS (GIS)

1. Description of Services

- 1.1 See more details as described in the Terms of Reference (Annex B) for the required services. IOM requests prospective Service Providers to submit Technical and Financial Proposals for this Service.
- 1.2 Only eligible and accredited Service Providers may submit Proposals. The proposal shall be the basis for contract negotiations and ultimately for a signed contract with the successful Service Provider.
- 1.3 Service Providers shall not be hired for any assignment that would be in conflict with their prior or current obligations to other procuring entities, or that may place them in a position of not being able to carry out the assignment in the best interest of the IOM.
- 1.4 IOM is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Service Providers.

2. Corrupt, Fraudulent, and Coercive Practices

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

3. Conflict of Interest

- 3.1 All Service Providers found to have conflicting interests shall be disqualified to participate in the procurement at hand. A Service Provider may be considered to have conflicting interest under any of the circumstances set forth below:
 - 3.1.1 A Service Provider has controlling shareholders in common with another Service Provider.
 - 3.1.2 A Service Provider receives or has received any direct or indirect subsidy from another Service Provider.
 - 3.1.3 A Service Provider has the same representative as that of another Service Provider for purposes of this Proposal.
 - 3.1.4 A Service Provider has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the Proposal of another or influence the decisions of the Mission/Procuring Entity regarding this Proposal process.
 - 3.1.5 A Service Provider submits more than one Proposal in this Proposal process.
 - 3.1.6 A Service Provider who participated as a consultant in the preparation, or the design, of the technical specifications of the Goods, or the Terms of Reference of the Services, that are linked or subject to this Proposal process.

4. Eligible Service Providers

- 4.1 Only Service Providers that are determined to be qualified shall be considered for award. In order to establish their eligibility, together with the Proposal, the Service Provider shall submit the documents as specified below in para 9.1.2.1.

5. Clarifications and Amendments to RFP Documents

- 5.1 At any time before the submission of the proposals, IOM may amend the RFP. Any amendment made will be made available in writing to all Service Providers.
- 5.2 Service Providers may request for clarification(s) on any part of the RFP. The request must be sent in writing at the following e-mail address:

Attn: Ms. Basak YAGAN

Email: Procurement Ankara procsupportank@iom.int

Mob: +90 531 305 76 70

- 5.3 IOM will respond to any request for clarification received on or before the 28th of January 2022 by 5.00 PM. Copies of the response including description of the clarification will be given to all Service Providers who received this General Instruction, without identifying the source of the inquiry.

6. Errors, omissions, inaccuracies and clarifications

- 6.1 The documents and forms requested for the purpose of soliciting Proposals shall form part of the Contract; hence care should be taken in completing these documents.
- 6.2 Service Providers shall not be entitled to base any claims on errors, omissions, or inaccuracies made in the Proposal Documents.

7. Confidentiality and Non-Disclosure

- 7.1 All information given in writing to or verbally shared with the Service Provider in connection with this General Instruction is to be treated as strictly confidential. The Service Provider shall not share or invoke such information to any third party without the prior written approval of IOM. This obligation shall continue after the procurement process has been completed whether or not the Service Provider is successful.

8. IOM's Right to accept any Proposal and to reject any and all Proposals

- 8.1 IOM reserves the right to accept or reject any Proposal, and to cancel the procurement process and reject all Proposals, at any time prior to award of a Purchase Order or Contract, without thereby incurring any liability to the affected Service Providers or any obligation to inform the affected Service Providers of the ground for IOM's action.

9. Requirements

9.1 Proposal Documents

The following shall constitute the Proposal Documents to be submitted by the Service Provider:

- 9.1.1 Proposal Form (see Annex A).

9.1.2 Technical Proposal:

The Technical Proposal shall be in a separate document, provides the following information using the Service Provider's preferred template:

9.1.2.1 Administrative Documents

- i. Registration documents.
- ii. Taxation cards.
- iii. Any other valid legal documents.

9.1.2.2 A brief description of the Service Provider's profile and past performance/experience of the same type of the requested activity.

- i. Company Information:
 - a. Corporate Information:
 - i. Company mission statement (*including profit or not for profit status*)
 - ii. Service commitment to customers and measurements used.
 - iii. Accreditation.
 - iv. Organization structure.
 - v. Geographical presence.
 - vi. Declared financial statements for the past (3) three years.
 - b. Legal Information:
 - i. History of Bankruptcy. (if any)
 - ii. Pending major lawsuits and litigations. (if any)
 - iii. Pending Criminal/Civil lawsuits. (if any)
- ii. Experience and Reference Contact Information (project names, description, status, reason for relevance, roles and responsibilities):
 - a. Relevant Contractual projects (UN Agencies).
 - b. Relevant Contractual projects (EU Agencies).
 - c. Relevant Contractual projects (Others).

9.1.2.3 Organization and Methodology:

- i. Rationale:
 - a. Background Information.
 - b. Project Objectives and Expected Results.
 - c. Comments on the Terms of Reference.
 - d. Opinions on Key Issues.
 - e. Assumptions and Risks.
 - f. Logistics and Timing.
 - g. Monitoring and Evaluation.
 - h. Publicity and Visibility.
- ii. Strategy:
 - a. Project Management Approach.
 - b. Detailed Methodology on how to develop trainings and how to meet requirements.
 - c. Project Implementation Strategy.
- iii. Project Team, Roles and Responsibilities, CVs, Backstopping, Single Contact Point, Contingency plans etc.

9.1.2.4 Schedule of Requirements: A detailed delivery timetable (delivery lead-time) for the entire service.

9.1.3 Financial Proposal:

The Financial Proposal shall be in a separate document, provides the following information using the Service Provider's preferred template:

9.1.3.1 The cost breakdown with as much details as possible, including the quantities and unit costs.

9.1.3.2 All costs associated with the provision of this service, including; (i) remuneration for the experts and manpower (ii) expenses such as for the designing, formatting, producing, installing, implementing, programming and training to end users (iii) operational cost, such as; travel and transportation, etc, and (iv) all applicable taxes (if any). (Note: activities and items included in the Technical Proposal not priced in the Financial Proposal shall be considered included in the prices of other activities or items).

9.1.3.3 Terms of payment and payment method shall be clearly defined in the Financial Proposal and further discussed during the negotiations.

9.2 Proposal Forms

- 9.2.1 The Proposal Forms (9.1.1, 9.1.2, and 9.1.3) and any other required documents shall be duly accomplished, typewritten or written in indelible ink, signed and stamped, before submitting to IOM. Any correction made to the prices, rates or to any other information shall be rewritten in indelible ink and initialed by the authorized person signing the Proposal Form.
- 9.2.2 The language of the Proposal shall be in English and prices shall be quoted in USD – US Dollars exclusive of Sales Tax.
- 9.2.3 Prices quoted by the Service Provider shall be fixed during the performance of the contract and not subject to price escalation and variation on any account, unless otherwise approved by IOM. A submitted Proposal with an adjustable price Proposal will be treated as non-responsive and will be rejected.

9.3 Validity of Proposal Price

- 9.3.1 The submitted prices shall remain valid for 2 (two) years, after the deadline for submission.
- 9.3.2 In exceptional circumstances, prior to expiry of the period of validity of Proposals, IOM may request that the Service Providers extend the period of validity for a specified additional period. The request and the response there shall be made in writing. A Service Provider agreeing to the request will not be required or permitted to modify its Proposal.

10. Submission of Proposal Documents

- 10.1 Proposals must be submitted to the following e-mail address:

Email address: iomturkeytenders@iom.int

Email subject: **TD-ANK-2021-0270**

Attn: Ms. Basak YAGAN

Mob: +90 531 305 76 70

- 10.2 It is important to keep the above tender ID unchanged in the e-mail subject, as highlighted above in red.
- 10.3 Proposals shall be submitted on or before 3.00 PM on the 31st of January 2022. Late¹ Proposals will not be accepted.

11. Acceptance of Proposals

- 11.1 IOM is not bound to take an immediate decision on the acceptability or unacceptability of Proposals at the time of their opening.

12. Rejection of Proposals

- 12.1 Proposal can be rejected for the following reasons:
- 12.1.1 The Proposal is not presented in accordance with this General Instruction.
- 12.1.2 The Proposal Form or any document which is part of it is not signed/stamped.
- 12.1.3 Incompleteness of the Proposal Documents.
- 12.1.4 The Service Provider is currently under list of blacklisted Service Providers.
- 12.1.5 The Proposal imposes certain basic conditions unacceptable to IOM.

¹ Proposals delivered beyond the prescribed closing date and time shall be considered late and will be automatically disqualified by the system.

12.1.6 Sudden internal operational and administrative changes within IOM.

12.1.7 The Service Provider does not pass the government security checks.

12.2 IOM is not bound to accept any Proposal received and reserves the right to waive any minor defect in a Proposal, provided, however, that such minor defect (i) does not modify the substance of the Proposal and (ii) does not change the relative ranking of the Service Provider.

13. Evaluation of Proposals

13.1 IOM shall evaluate and compare the Proposals on the basis of the following:

13.1.1 Completeness and responsiveness of the Proposal documents.

13.1.2 Registration, experience and past performance of the Service Provider relevant to the requested service.

13.1.3 Compliance with the RFP description as listed in above and the TOR.

13.1.4 The Technical Proposal details and specifics.

13.1.5 The Financial Proposal details and specifics.

13.1.6 The Proposal contents of all the information as specified in above articles. If any of the requested information is missing or is incorrect, the Proposal may be rejected on that sole basis and the Proposal will not be evaluated further.

13.2 Arithmetical errors will be corrected on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected accordingly. If the Service Provider does not accept the correction of the errors as per this method, its Proposal will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

13.3 The Proposals that pass the first administrative check will be evaluated on the relevance and design of the proposed action.

14. Delivery Site and Period of Delivery

14.1 Please refer to the Terms of Reference (TOR) document – Annex B.

15. Negotiations

15.1 Contract negotiation is expected to take place no more than one week after notification of the successful Service Provider.

15.2 Negotiations will include discussion and finalization of a) Scope of Services; b) Design and Technical requirements; d) the Financial Proposal submitted; e) Payment Terms; and f) Contractual Terms.

15.3 All agreements coming out of the negotiations will be incorporated into the contract.

16. Liquidated Damages

16.1 If the Service Provider fails to deliver any or all of the services within the period as specified in the contract's delivery schedule, a penalty payment of 0.1% of the price of the undelivered Services for every day of breach of the delivery schedule by the Service Provider will be applied.

17. Payment

17.1 Full payment shall be made upon IOM's inspection and acceptance of the services, and upon IOM's receipt of the valid original invoice describing the services delivered.

18. Award of Contract

- 18.1 Following the negotiations, the contract will be awarded to the selected Service Provider.
- 18.2 Service Providers which do not receive notification before the 07th of February 2022 can consider their Proposals unsuccessful.

19. Settlement of Dispute

- 19.1 The United Nations Commission on International Trade Law (UNCITRAL) arbitration rules will apply for any dispute, controversy or claim that will arise in relation to the procurement process.

20. Confidentiality

- 20.1 Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider who submitted Proposals or to other persons not officially concerned with the process.
- 20.2 The Service Provider shall not disclose any information in the Proposals to any third party. This obligation shall continue after the procurement process has been completed whether or not the Service Provider is successful. IOM will however archive all Proposals for auditing purposes.

Annex A

PROPOSAL FORM

Date : _____

To : IOM Ankara

Having examined the General Instruction for the provision of the requested services, the receipt of which is hereby duly acknowledge, I, representing *[name of company]* offer to render the requested services in conformity with the General Instruction in accordance with the Technical and Financial documents which is herewith attached and form part of this Proposal.

I undertake if my Proposal is accepted, to render the services in accordance with the delivery schedule set out in the Proposal document.

I agree to abide by this Proposal for the Validity Period specified in the General Instruction which may be accepted at any time before the expiration of that period.

I hereby certify that this Proposal complies with the requirements stipulated in the General Instruction.

Dated this _____ day of _____.

[signature over printed name]

[in the capacity of]

Duly authorized to sign Proposal for and on behalf of

[name of company]

Annex B

TERMS OF REFERENCE

SERVICE PROCUREMENT OF CRISIS MANAGEMENT TRAININGS

1. IOM Project to which the Trainings are contributing:

“Supporting Removal Centres' Capacities and Fostering Alternatives to Administrative Detention Project”

2. Background of the Project:

As per the Law on Foreigners and International Protection (LFIP), the Presidency of Migration Management (PMM) is the designated authority in charge of managing Removal Centers (RCs) where persons under administrative detention are placed for processing and/or for return procedures. As of January 2022, there were 25 RCs across Turkey, with a total hosting capacity of 15.908 persons². The LFIP separately regulates the administrative detention of international protection applicants which is implemented only on exceptional grounds and subject to procedural safeguards.

The duration of administrative detention in the RCs is regulated in the Law and cannot exceed 12 months in cases of administrative detention for the purpose of deportation.³ The LFIP stipulates the circumstances under which the release can be administered before the completion of the maximum period for the detention and limits the administrative detention to a maximum of 30 days in case of detention of international protection applicants.

Over the past few years and through number of projects, IOM supported PMM in ensuring improvement in the capacity and conditions of RCs. The requested consultancy will be contributing to “Supporting Removal Centres' Capacities and Fostering Alternatives to Administrative Detention” Project funded by the EU and co-implemented by IOM and UNHCR. The objective of the project is to strengthen the institutional capacity of PMM in managing removal centers and developing pathways to alternatives to detention.

Supporting RC staff to be prepared when faced with a crisis situation requiring an immediate response and to implement effective strategies and plans are essential parts of the Project, which requires strengthening RC staff's capacity to respond emergencies and crisis situations. Thus, IOM will subcontract a service provider to deliver 50 one-day crisis management trainings to 2,500 RC staff including security staff, psycho-social support (PSS) staff, provincial migration experts and translators from 21 provinces. Trainings are expected to start as of **mid-February 2022** and end in **October 2023**.

3. Objective(s) of the Trainings:

The training aims to support RC staff to be prepared and respond emergencies and crisis situations such as natural disasters, spills of hazardous materials, fires, and explosions as well as rebellion to the management of RC and security threats.

² Information on the locations and capacities of Removal Centers can be accessed from <https://en.goc.gov.tr/removal-centres>

³ LFIP Article 57(3): The duration of administrative detention in removal centres shall not exceed six months. However, in cases where deportation procedures cannot be completed due to the foreigner's failure of cooperation or providing accurate information or original documents about their country of origin, this period may be extended for a maximum of additional six months.

Service provider shall organize 50 one-day trainings to 2.500 RC staff including security staff, PSS staff and provincial migration experts from 21 provinces involving all 25 RCs. Service provider is required to deliver 2 one-day training per RC. At the end of the trainings, participants should have a comprehensive knowledge and broad understanding on recognizing and assessing crisis and emergency situations, on how to prevent and how to control or mitigate the effects of emergencies and crisis, and finally on how to recover following these incidents.

Supervision/accountability

Under the overall supervision of the Chief of Mission of IOM Turkey, the consultant will be accountable to the senior programme manager, national project officer and work in close cooperation with the project team, specifically the Head of Immigration and Border Management (IBM) Unit, legal officer, and IBM Unit senior project assistants.

4. Training Content

The training may include subjects such as;

- Definition and examples of emergencies and crisis,
- Identification of potential emergency and crisis situations in removal centers,
- Risk assessment on their impact,
- Developing emergency and crisis management strategies/plans/procedures for removal centers,
- Documentation process regarding the implementation of the previously established plans during the crisis and emergencies,
- Roles and responsibilities of individuals and institutions in cases of emergencies/crisis situations

Other relevant topics as needed and/or requested by the Beneficiary.

5. Qualifications of the Service Provider:

Professional Qualifications:

- Service provider should be well experienced in delivering Emergency Response and Crisis Management Trainings.

Service provider should give travel permission to the trainers.

6. Tasks to be performed under this contract:

Under the supervision of IOM project team, the service provider will directly be responsible for preparing the training content in coordination with IOM and PMM, designating professional and experienced trainers for 50 one-day trainings in 21 provinces, supporting IOM in completing the evaluation of the training through the preparation and conducting of multiple-choice pre/post training tests and evaluation surveys to the trainees and preparing and submitting a training report after each training accordingly.

IOM will be responsible for going out to a tender to identify contractor party, ensuring the full communication between parties, arranging logistics of the training such as training venue, accommodation, air/surface transportation whenever needed, providing feedback to the training content, in coordination with the parties, drafting the final training report by incorporating all relevant inputs.

The trainings are expected to begin as of **mid-February 2022** and will continue until **October 2023**. PMM and IOM will decide on the exact training dates in consultation with the service provider. The trainings will be conducted in Adana, Ağrı, Ankara, Antalya, Aydın, Bursa, Çanakkale, Çankırı, Edirne, Erzurum, Gaziantep, Hatay, Iğdır, İstanbul, İzmir, Kayseri, Kırklareli, Kocaeli, Malatya, Muğla, Van (in twenty-one provinces) and some provinces include more than one RC in total there will be 25 RCs in 21 provinces.

7. Other Terms

Any entity willing to attend the tender shall submit a quotation including an overall price which should comprehend entire duration of the service provision (fees associated with the training, as well as experts' accommodation, transportation, and meal fees).