



International Organization for Migration (IOM)
The UN Migration Agency

**REQUEST FOR PROPOSALS
(RFP)
AND
GENERAL INSTRUCTIONS TO BIDDERS (GIB)**

***CONDUCTING A CAMP FOR LOCAL ACTORS
WITHIN THE IOM DEVELOPMENT FUND (IDF) PROJECT***

To: Service Providers / Human Rights Organizations / Consulting Firms / Organizations and / or team of experts

Project: *Mainstreaming Gender into Local Migration and Development Priorities in Kyrgyzstan*

Ref. No.: _____

Date: _____

Date of announcement : 08 November 2018

Deadline for questions : **05:00 PM, 16 November 2018**

Submission deadline : **05:30 PM, 23 November 2018**

Subject : Project proposals for:
Conducting a Camp for Local Actors

The International Organization for Migration – The UN Migration Agency (hereinafter called **IOM**) intends to hire Service Providers / Human Rights Organizations / Consulting Firms / Organizations and / or team of experts for the *IDF Mainstreaming Gender into Local Migration and Development Priorities in Kyrgyzstan project* for which this Request for Proposals (RFP) is issued.

IOM now invites Service Providers / Human Rights Organizations / Consulting Firms / Organizations and / or team of experts to provide Technical and Financial Proposal for the following Services:
Conducting A Camp for Local Actors

More details on the services are provided in the attached Terms of Reference (TOR).

The Service Provider / Human Rights Organization / Consulting Firm / Organization or team of experts will be selected under a Quality – Cost Based Selection procedures described in this RFP.

The RFP includes the following documents:

- Section I. Instructions to Service Providers / Consulting Firms
- Section II. Technical Proposal – Standard Forms
- Section III. Financial Proposal – Standard Forms
- Section IV. Terms of Reference
- Section V. IOM Policy on Preventing Sexual Exploitation and Abuse
- Section VI. IOM Policy on Confidentiality and Protection of Personal Data
- Section VII. Use of IOM and Donor Logo in Media
- Section VIII. Standard Form of Contract

The Proposals must indicate the subject “*A Camp for Local Actors*” and be delivered by hand to IOM at *103, Ibraimova street, Business Centre Victory, North Wing, 6th floor, Bishkek* on or *before* **5:30 PM, 23 November 2018**. No late proposal shall be accepted.

IOM reserves the right to accept or reject any proposal and to annul the selection process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to affected Service Providers/ Consulting Firms

Very truly yours,

IOM Procurement Staff/Focal Point
Marina Tereschenko

Section I - Instructions to Service Providers/ Consulting Firms

1. Introduction

- 1.1 Only eligible Service Providers / Consulting Firms may submit a Technical Proposal and Financial Proposal for the services required. The proposal shall be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant Firm;
- 1.2 Service Providers / Consulting Firms should familiarize themselves with local conditions and take them into account in preparing the proposal. Service Providers/ Consulting Firms are encouraged to visit IOM before submitting a proposal and to attend a pre-proposal conference if is specified in Item 2.3. of this Instruction;
- 1.3 The Service Providers / Consulting Firms costs of preparing the proposal and of negotiating the contract, including visit/s to the IOM, are not reimbursable as a direct cost of the assignment;
- 1.4 Service Providers / Consulting Firms shall not be hired for any assignment that would 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;
- 1.5 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 / Consulting Firms;
- 1.6 IOM shall provide at no cost to the Service Provider / Consulting Firm the necessary inputs and facilities and assist the Firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and report (see Section V. terms of reference).

2. Corrupt, Fraudulent and Coercive Practices

IOM Policy requires that all IOM Staff, bidders, manufacturers, suppliers or distributors, observe the highest standard of ethics during the procurement and execution of all contracts. IOM shall reject any proposal put forward by bidders, 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:

- Corrupt practice means the offering, giving, receiving or soliciting, directly or indirectly, of any thing of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
- 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;

- Collusive practice is an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefit;
- 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

All bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand. A bidder may be considered to have conflicting interest under any of the circumstances set forth below:

- A Bidder has controlling shareholders in common with another Bidder;
- A Bidder receives or has received any direct or indirect subsidy from another Bidder;
- A Bidder has the same representative as that of another Bidder for purposes of this bid;
- A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the Bid of another or influence the decisions of the Mission/procuring Entity regarding this bidding process;
- A Bidder submits more than one bid in this bidding process;
- A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are subject of the bid.

4. Clarifications and Amendments to RFP Documents

4.1 At any time before the submission of the proposals, IOM may, for any reason, whether at its own initiative or in response to a clarification amend the RFP. Any amendment made will be made available to all short-listed Service Providers/ Consulting Firms who have acknowledged the Letter of Invitation;

4.2. Service Providers / Consulting Firms may request for clarification(s) on any part of the RFP. The request must be sent in writing or by standard electronic means and submitted to IOM at the address indicated in the invitation at least *seven (7) calendar days* before the set deadline for the submission and receipt of Proposals. IOM will respond in writing or by standard electronic means to the said request and this will be made available to all those who acknowledged the Letter of Invitation without identifying the source of the inquiry.

5. Preparation of the Proposal

5.1 A Service Provider / Consulting Firm Proposal shall have two (2) components:

- a) the Technical Proposal, and
- b) the Financial Proposal;

- 5.2 The Proposal, and all related correspondence exchanged by the Service Providers / Consulting Firms and IOM, shall be either in *English or Russian*. All reports prepared by the contracted Service Provider / Consulting Firm shall be in *English or Russian*;
- 5.3 The Service Providers / Consulting Firms are expected to examine in detail the documents constituting this Request for Proposal (RFP). Material deficiencies in providing the information requested may result in rejection of a proposal.

6. Technical Proposal:

When preparing the technical proposal, Service Providers / Consulting Firms must give particular attention to the following:

- 6.1 Basic information about the Bidder including experience, Bidder's profile, as well as brief description of current activities, which shall have some relation to the activities required in this RFP;
- 6.2 Be legally registered (a copy of the registration certificate by the Ministry of Justice;
- 6.3 Previous work experience in relevant field;
- 6.4 Papers verifying the qualifications of the staff to be involved in the project (their CVs with education, skills and work experience relevant to the requirements of this RFP);
- 6.5 A description of the approach, methodology and Detailed work plan for performing the assignment;
- 6.6 The technical proposal shall not include any financial information.

7. Financial proposal

- 7.1 In preparing the Financial Proposal, Bidders are expected to take into account the requirements and conditions outlined in the RFP. The Financial Proposal shall follow the Financial Proposal Standard Forms FPF 1 to FPF 4 (Section IV);
- 7.2 The Financial proposal shall include all costs associated with the assignment, including (i) remuneration for staff (FPF-4) (ii) reimbursable expenses (FPF-5). If appropriate, these costs should be broken down by activity. All items and activities described in the Technical proposal must be priced separately; activities and items in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items;
- 7.3 The Service Provider / Consulting Firm may be subject to local taxes on amounts payable under the Contract. If such is the case, Financial Proposal shall contain all taxes payable by the Bidder;
- 7.4. Service Providers / Consulting Firms shall express the price of their services in Kyrgyz Som;
- 7.5 The Financial Proposal shall be valid for *30 calendar days*. During this period, the Service Provider/ Consulting Firm is expected to keep available the professional staff for the assignment¹. IOM will make its best effort to complete negotiations and determine the award within the validity period. If IOM wishes to extend the validity period of the proposals, the Service Provider/ Consulting Firm has the right not to extend the validity of the proposals.

¹ For this purpose, the Mission may have the option to require short-listed Consultants a bid security.

8. Submission, Receipt and Opening of Proposals

- 8.1 Service Providers / Consulting Firms may only submit one proposal to one Lot or both Lots. If a Service Provider/ Consulting Firm submits or participates in more than one proposal such proposal shall be disqualified;
- 8.2 The original Proposal (both Technical and Financial Proposals) shall be prepared in indelible ink. It shall contain no overwriting, except as necessary to correct errors made by the Service Providers / Consulting Firms themselves. Any such corrections or overwriting must be initialed by the person(s) who signed the Proposal;
- 8.3 The Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL." Similarly, the Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." Both envelopes shall be placed into an outer envelope and sealed. The outer envelope shall be labeled with the submission address, Lot number and title of the project and the name of the Service Provider / Consulting Firm;
- 8.4 Proposals must be received by IOM at the place, date and time indicated in the invitation to submit proposal or any new place and date established by the IOM. Any Proposal submitted by the Service Provider / Consulting Firm after the deadline for receipt of Proposals prescribed by IOM shall be declared "Late," and shall not be accepted by the IOM and returned to the consultant unopened;
- 8.5 After the deadline for the submission of Proposals, all the Technical Proposal shall be opened first by the BEAC. The Financial Proposal shall remain sealed until all submitted Technical Proposals are opened and evaluated. The BEAC has the option to open the proposals publicly or not.

9. Evaluation of Proposals

- 9.1 After the Proposals have been submitted to the BEAC and during the evaluation period, Service Providers / Consulting Firms that have submitted their Proposals are prohibited from making any kind of communication with any BEAC member, as well as its Secretariat regarding matters connected to their Proposals. Any effort by the Service Providers / Consulting Firms to influence IOM in the examination, evaluation, ranking of Proposal, and recommendation for the award of contract may result in the rejection of the Service Providers / Consulting Firms Proposal.

10. Technical Evaluation

- 10.1 The entire evaluation process, including the submission of the results and approval by the approving authority, shall be completed in not more than *14 calendar days* after the deadline for receipt of proposals;
- 10.2 The BEAC shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference, compliance to the requirements of the RFP and by applying evaluation criteria, sub criteria and point system². Each responsive proposal shall be given a

² The criteria, sub criteria and point system may vary depending on the requirement of the Mission

technical score (St). The proposal with the highest score or rank shall be identified as the Highest Rated/Ranked Proposal;

10.3 A proposal shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the minimum technical qualifying score which is 70%;

10.4 The technical proposals of Service Providers / Consulting Firms shall be evaluated based on the following criteria and sub-criteria:

General criteria of evaluating the technical proposal		Weight of the points	Maximum possible points	Name of the Applicants				
				A	B	C	D	E
1.	Information about the Bidder and proposal	80%	80					
2.	Qualification of the Bidder's staff/experts	20%	20					
Total			100					

Evaluation of the technical proposal is further detailed. Total amount of points received in this table will be counted towards the weight of the relevant criteria of the technical evaluation table above:

Table 1.1: Information about the Bidder

Technical Evaluation Form, Criteria 1		Maximum possible points	Name of the Bidders				
			A	B	C	D	E
1	<i>Status of the legal entity (please provide relevant legal registration papers as a proof)</i>	3					
2	<i>Applying organization has experience in working with local authorities</i>	10					
3	<i>Experience in developing strategic documents</i>	20					
4	<i>Applying organization has experience in the field of migration and development (migration mainstreaming, diaspora engagement, conducting migration trainings etc.)</i>	30					
5	<i>Applying organization has experience in conducting and facilitating training and similar activities</i>	17					
Total:		80					

Table 1.2: Qualification of the Bidder's staff/experts

Technical Evaluation Form, Criteria 2		Maximum possible points	Name of the Bidders				
			A	B	C	D	E
1	Provide CV's of at least two trainers who have expertise on the following:						
1.1	A CV of a Director of the activities with relevant experience (experience in oversight of migration and development	8					

	projects such as migration mainstreaming, diaspora engagement, local development and migration trainings)						
1.2	CV of a Project Manager with relevant experience (experience in managing projects in the field of migration and development such as migration mainstreaming, diaspora engagement, local development, and migration trainings)	7					
1.3	A CV of a project assistant with relevant experience (experience in assisting projects in the field of migration and development such as migration mainstreaming, diaspora engagement, local development, and migration trainings)	5					
	Total:	20					

The minimum technical score required to pass is: 70 % points;

10.5 Technical Proposal shall not be considered for evaluation in any of the following cases:

- a) late submission, *i.e.*, after the deadline set;
- b) failure to submit any of the technical requirements and provisions provided under the Instruction to Service Provider/ Consulting Firm (ITC) and Terms of Reference (TOR).

11. Financial Evaluation

11.1 After completion of the Technical Proposal evaluation, IOM shall notify those Service Providers / Consulting Firms whose proposal did not meet the minimum qualifying score or were considered non-responsive based on the requirements in the RFP, indicating that their Financial Proposals shall be returned unopened after the completion of the selection process;

11.2 IOM shall simultaneously notify the Service Providers / Consulting Firms that have passed the minimum qualifying score indicating the date and opening of the Financial Proposal. The BEAC has the option to open the Financial proposals publicly or not;

11.3 The BEAC shall determine the completeness of the Financial Proposal whether all the Forms are present and the required to be priced are so priced;

11.4 The BEAC will correct any computational errors. In case of a discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail. In addition, activities and items described in the Technical proposal but not priced, shall be assumed to be included in the prices of other activities or items;

11.5 The Financial Proposal of Service Providers / Consulting Firms who passed the qualifying score shall be opened, the lowest Financial Proposal (F1) shall be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals shall be computed based on the formula:

$$Sf = 100 \times Fl / F$$

Where:

Sf - is the financial score of the Financial Proposal under consideration,

Fl - is the price of the lowest Financial Proposal, and

F - is the price of the Financial Proposal under consideration.

The proposals shall then be ranked according to their combined (Sc) technical (St) and financial (Sf) scores using the weights³ (T = the weight given to the Technical Proposal = 0.70; F = the weight given to the Financial Proposal = 0.30; T + F = 1)

$$Sc = St \times T\% + Sf \times F\%$$

The firm achieving the highest combined technical and financial score will be invited for negotiations.

Grant will be provided to an applicant that obtains maximum sum of points for both Technical and Financial Proposals.

12. Negotiations

- 12.1 The aim of the negotiation is to reach agreement on all points and sign a contract. The expected date and address for contract negotiation is [November 23, 2018](#);
 - 12.2 Negotiation will include: a) discussion and clarification of the Terms of Reference (TOR) and Scope of Services; b) Discussion and finalization of the methodology and work program proposed by the Service Provider / Consulting Firm; c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, and schedule of activities (manning schedule); d) Discussion on the services, facilities and data, if any, to be provided by IOM; e) Discussion on the financial proposal submitted by the Service Provider / Consulting Firm; and f) Provisions of the contract. IOM shall prepare minutes of negotiation which will be signed both by IOM and the Service Providers / Consulting Firms;
 - 12.3 The financial negotiations will include clarification on the tax liability and the manner in which it will be reflected in the contract and will reflect the agreed technical modifications (if any) in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates;
 - 12.4 Having selected the Service Provider / Consulting Firm based on, among other things, an evaluation of proposed key professional staff, IOM expects to negotiate a contract based on the experts named in the proposal. Before contract negotiations, IOM shall require assurances that the experts shall be available. IOM will not consider substitutions during contract negotiation unless both parties agree that the undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical
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incapacity. If this is not the case and if it is established that staff were referred in their proposal without confirming their availability the Service Provider/ Consulting Firm may be disqualified. Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate;

- 12.5 All agreement in the negotiation will then be incorporated in the description of services and form part of the Contract;
- 12.6 The negotiations shall conclude with a review of the draft form of the Contract which forms part of this RFP (Section VI). To complete negotiations, IOM and the Service Providers / Consulting Firms shall initial the agreed Contract. If negotiations fail, IOM shall invite the second ranked Service Provider / Consulting Firm to negotiate a contract. If negotiations still fail, the IOM shall repeat the process for the next-in-rank Service Providers / Consulting Firms until the negotiation is successfully completed.

13. Award of Contract

13.1 The contract shall be awarded, through a notice of award, following negotiations and subsequent post-qualification to the Service Provider / Consulting Firm with the Highest Rated Responsive Proposal. Thereafter, the IOM shall promptly notify other Service Providers / Consulting Firms on the shortlist that they were unsuccessful and shall return their unopened Financial Proposals. Notification will also be sent to those Service Providers / Consulting Firms who did not pass the technical evaluation.

13.2 The Service Provider / Consulting Firm is expected to commence the assignment on *November 30, 2018*.

14. Confidentiality

14.1.1 Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider / Consulting Firm who submitted Proposals or to other persons not officially concerned with the process. The undue use by any Service Provider / Consulting Firm of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of IOM's anti-fraud and corruption policy.

Section II – Technical Proposal Standard Forms

TPF-1: Technical Proposal Submission Form

[Location, Date]

To: *[Chairperson Name and address of IOM Mission]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services for *[insert Title of consulting services]* in accordance with your Request for Proposal (RFP) dated *[insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held after the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We acknowledge and accept IOM's right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with IOM as a result of this proposal or not.

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

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Section III. Financial Proposal - Standard Forms

FPF-1: Financial Proposal Submission Form

[Location, Date]

To: *[Name of Chairperson and address of IOM Mission]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *[insert Title of consulting services]* in accordance with your Request for Proposal (RFP) dated *[insert date]* and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[Amount in words and figures]*. This amount is exclusive of the local taxes, which we have estimated at *[Amount(s) in words and figures]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of *[insert validity period]* of the Proposal.

We acknowledge and accept the IOM right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with the IOM as a result of this Proposal or not.

We confirm that we have read, understood and accept the contents of the Instructions to Service Providers/ Consulting Firms (ITC), Terms of Reference (TOR), the Draft Contract, the provisions relating to the eligibility of Service Providers / Consulting Firms, any and all bulletins issued and other attachments and inclusions included in the RFP sent to us.

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

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

FPF– 2: Summary of Costs*

Costs	Currency	Cost	Tax	Total Amount(s)
I – Remuneration Cost For example: <i>Professional staff</i> <i>Support staff</i>				
II - Reimbursable Cost ** Subsistence Allowance for camp participants Transportation Cost Communication costs Printing of Documents, Reports, etc Equipment, instruments, materials, supplies, etc Office rent etc.				
Total Amount of Financial Proposal ¹				

¹ Indicate total costs, net of local taxes, to be paid by IOM in each currency. Such total costs must coincide with the sum of the relevant subtotal indicated in all Forms FPF-3 provided with the Proposal.

Authorized Signature:
 Name and Title of Signatory:
 Stamp

**This form can be adjusted in accordance with the formats used by the Bidder;*

***Unforeseen expenses shall be preliminarily framed and indicated in detail in the Financial Proposal. It is likely there will be costs that are necessary for implementing the project, but not indicated in the table above (rental of specialized equipment, translation services, communication, etc.)*

Costs shall be indicated in Kyrgyz Som (KGS). Costs shall be fixed and are not subject to change until the grant is awarded and a grant agreement is signed by both parties.

! NOTE: Financial proposals MUST be prepared in KGS. The total amount of the proposal **cannot exceed KGS 1’794’000.**

Section IV

TERMS OF REFERENCE

SUB-SECTION I: PROJECT DESCRIPTION WITHIN WHICH THE GRANT WILL BE AWARDED

The Mission of the International Organization for Migration (IOM) – The UN Migration Agency in Kyrgyzstan started implementation of **the IDF funded project Mainstreaming Migration into Local Migration and Development Priorities in Kyrgyzstan** in October 2018.

The **overall goal** of this project is to contribute to local authorities in Kyrgyzstan mainstreaming gender into local migration and development planning. In an effort to achieve this goal, the project focuses to achieve inclusion of gender mainstreaming component into local migration and development planning by local actors.

The focus of the project and its activities are improving capacity, knowledge and skills of local authorities, community-based organizations, NGO partners and community leaders to address challenges and vulnerabilities of women migrants and to build tolerance for women migrants to combat stigmatization and discrimination at the local level through mainstreaming gender into local migration and development planning. The project also contributes to better understanding of mainstreaming migration and governing migration at a local level. The project develops state and non-state capacities in developing and / or improving local development strategy with focus on mainstreaming migration and gender. Overall, the project aims to achieve adoption and validation of programme on mainstreaming gender into local migration and development priorities and to expand IOM's response in order to address gender-related challenges faced by the Kyrgyz society, especially within the migrants' environment.

Within the framework of the aforementioned project, IOM would like to conduct a Camp for Local Actors.

SUB-SECTION II: IOM STRATEGY IN CENTRAL ASIA

The strategic vision of IOM Central Asia is to maximize the potential for migration to contribute to development and economic growth in Central Asia. To achieve this vision and fulfill IOM's mandate to promote humane and orderly migration management, the following objectives have been defined:

- To improve understanding of migration among governments, communities and employers.
- To help establish efficient migration management systems and address issues surrounding irregular migration.
- To promote and protect the rights of migrants.
- To contribute to poverty reduction in Central Asia among migrants, home communities and host communities.
- To help create an enabling environment for decent labour, equal employment opportunities and implementation of best practices.
- To support community stabilization and migrant integration in conflict-prone areas.
- To provide assistance to people on the move.
- To address the many issues associated with human trafficking, including prevention of trafficking and protection of victims.

CRITICAL MIGRATION CHALLENGES IN THE REGION

Central Asia faces several critical issues in migration management. These issues reflect economic, political and social tensions that exist throughout the region. Crucial migration issues in Central Asia include:

- Insufficient inter-state dialogue on migration issues and difficulties in harmonizing international, regional and national migration processes.
- Inadequate national and regional migration policies and an underdeveloped legislative framework.
- Poor data collection, management and sharing, leading to inadequate understanding of the actual scope of migration and irregular migration.
- Underdeveloped capacity to deal with migration challenges. There is a need for more understanding of migration issues among state agencies, as well as building capacity to deal with migration and manage borders.
- Inadequate legal and social framework to protect migrants, particularly their human rights.
- Widespread labour and sexual exploitation of migrants.
- Lack of optimizing remittances: in a context where a high proportion of many Central Asian countries' GDP comes from migrants working abroad. Governments lack the capacity to mainstream migration into the development agenda.
- The political uncertainty and disaster-prone geography that characterizes Central Asia requires community stabilization and disaster risk reduction.

INTEGRATED APPROACH IN CENTRAL ASIA

The five countries of Central Asia – Kazakhstan, Kyrgyzstan, Tajikistan, Turkmenistan and Uzbekistan – are closely linked in terms of history and culture. Migration issues in these countries are therefore also linked and share strong commonalities. In an effort to address these issues, and to support economic and political co-operation among the five Central Asia states, IOM has recently adopted an area-based approach to the five countries of Central Asia with a co-ordination office in Astana, Kazakhstan.

To ensure coherence and long-term sustainable solutions, IOM has implemented a unified management approach to the Central Asian countries. This approach has allowed IOM to increase the capacities of individual missions in terms of fundraising, operability, accountability, transparency and professionalism. It also helps the Coordination Office to

manage and oversee programmes, enabling IOM to increase its capacity in Central Asia while decreasing operational costs.

In Central Asia, IOM's integrated approach has created a strong competitive advantage. This advantage arises from three factors. First, IOM's unified management system increases its capacity in the region while decreasing operational costs, allowing efficient management and helping to ensure maximum impact. Second, IOM has a strong focus on teamwork. Not only do IOM missions within Central Asia work closely together on regional projects, but there is also close co-operation with IOM missions outside the immediate cluster area, especially with Russia. Finally, IOM's long-standing presence in the region has allowed it to develop wide expertise. IOM has extensive knowledge about the programmatic, geo-political, cultural and socio-economic dynamics of Central Asia.

IOM's regional programming promotes improved co-ordination and coherence on cross-border issues and leverages the competitive advantage of IOM's field presence in all five Central Asian countries. In addition, IOM's regional programming allows it to engage in close, co-ordinated co-operation with a variety of governments and civil society organizations. This co-ordination has led to a strong track record of delivering results.

For more information on this, please visit: <http://www.iom.kz/en/about-iom/iom-strategy-in-ca>

SUB-SECTION III: GEOGRAPHIC COVERAGE AND THEMATIC AREA

The project will be implemented in Kyrgyzstan, training locations to be determined once the proposal is selected, estimations may include reasonable cost of conducting the camp either in Issyk-Kul or outside of Bishkek.

A Camp for Local Actors* (текст на русском языке см. далее)

In 2016, IOM together with UN Women and United Nations Population Fund conducted a nationwide study in Kyrgyzstan on Gender in Society Perceptions (GSPS), which revealed alarming facts on how migrant women are perceived in the society and how this perception further stigmatizes returning migrant women. This stigmatization forces women to exercise different re-integration strategies, but often leaves them isolated and unwelcomed in their home communities.

With this RFP IOM plans to bring together local actors: local authorities, community-based organizations and local opinion-makers to work together on eliminating the stigmatizing myths and exposing facts about migrant women's contribution to socio-economic development in an effort to build an objectively positive image of a migrant woman. This will be achieved through gender mainstreaming of migration and development priorities of local authorities and by educating local actors' understanding of the equally important role of migration and development and gender mainstreaming component in local priorities.

The trainers are expected to organize an event in a form of a "camp-out" during which these local actors can improve their capacity, knowledge and skills on elaboration of local development strategy, inclusive of migration and development and gender mainstreaming components, and in line with the 2018-2040 National Development Strategy of the Kyrgyz Republic. Therefore, the task of a trainers is to enhance local actors' expertise in developing comprehensive strategy for sustainable development at a local level. The expected success of this camp activity is that at least six camp participants will develop draft programme on mainstreaming gender into local migration and development priorities and present it to the respective village councils.

Within the project, IOM proposes selecting pilot districts and provinces where gender mainstreaming of local migration and development plans will be carried out, to educate and train local authorities, community-based organizations and local activists who will serve as voices in combatting stereotypes about migrant women.

The PRINCIPLES to which the Service Providers shall adhere:

- **Principle 1 – All trainers shall be bi-lingual: Kyrgyz and Russian.** Service providers shall demonstrate their advanced knowledge of the Kyrgyz language;
- **Principle 2 – Materials and knowledge presented in clear and easily accessible form.** The training materials shall be presented in an easy, uncomplicated and at the same time complex manner so each and every training participants benefit from the camp and apply gained knowledge and skills in a course of time;
- **Principle 3 – Training Format.** The training shall NOT be arranged in a conference room/training room and shall be distinct from traditional classroom training formats. The training shall be organized in a form of a camp-out. Service providers shall propose a format of the camp-out such as "discussions in a yurt", "stories around the fire", etc.

A task or tasks within the project to be proposed

Conducting a Camp for Local Actors:

- Adhering to the principles described above, provide a detailed **A Camp Concept** and approaches to conducting a camp for local actors with a justification of a need for such a camp, purpose of the camp, activities proposed within the camp, trainers to be involved with a summary of their credentials, and a list of training materials to be used: literature, articles, studies and researches;
- Develop a **Camp Agenda** (3 full days) with both theoretical lectures/presentations and practical hands-on exercises adhering to the principles described above;

- Provide **Competent Trainers** who are experienced to deliver training on two or more of the following topics. The Camp agenda shall address all of these topics (the following list is illustrative and more topics can be included):
 - Migration and development (in the context of mainstreaming migration):
 - Understanding the complex and mutual effects of migration on development and of development on migration;
 - Finding ways to integrate migration considerations into development policy;
 - Understanding structural conditions and inequalities in communities that are prone to high rates of irregular migration.
 - Developing action plans / strategies / programmes at a local level (in the context of local sustainable development):
 - How to conduct SWOT analysis?
 - How to identify available resources (financial, investment, organization and human)?
 - How to build a dialogue between local authorities, key partners and community-based organizations?
 - How to ensure complex approach is applied during developing action plan / strategy / programme?
 - Gender mainstreaming:
 - Approach to gender equality and women's empowerment;
 - Inclusion of gender issues into local development planning;
 - Identifying and addressing the inequitable perception of various minorities groups (returning women migrants, non-heterosexual migrants, etc.).
- Handle all the logistics pertaining to the organization of the camp:
 - Establish and organize Selection Committee, comprising of representatives of the Service Provider / Consulting Firm, IOM, UNDP and State Agency for Local Governance Affairs and Interethnic Relations under the Government of the Kyrgyz Republic to identify 20 participants of the training camp in accordance with selection criteria provided by IOM ensuring adherence to gender balance (50% women and 50% men);
 - Provide sufficient camp venue in accordance with the principles as described above;
 - Arrange and pay for participants' accommodation;
 - Arrange participants' transportation to the camp venue and back;
 - Arrange 2 coffee-breaks per day, one lunch and one dinner per day;
 - Invite selected participants of training camp;
 - Prepare and print training handouts and materials (note: selected training handouts and materials shall be pre-approved by IOM);
 - Conduct registration of camp participants;
 - Develop and conduct pre- and post-training surveys for identifying awareness level of participants on topics mentioned above;
 - Prepare and print camp certificates (note: template to be agreed with IOM);
 - All other logistical arrangements and payments necessary for organization of the camp;
 - Provide a detailed report upon completion of the training camp (according to the template to be shared by IOM);
 - Camp dates: January 2019 with arrival a day prior to the training, departure a day after completion of the training.
- Provide follow-up and support during further selection of training camp participants for ToT (10 participants):
 - Identify 10 participants of the ToT based on report on training camp and in coordination with IOM;
 - Invite selected participants of the ToT;
 - Conduct pre- and post-training surveys (note: template to be provided by IOM);
 - Assist with other logistical arrangements and payments necessary for ToT organization.
- Provide follow-up and support during further selection of ToT participants for organizing 2 Task Force Groups (3 participants x 2 pilot village administration), responsible with developing draft programme on mainstreaming gender into local migration and development priorities:
 - Identify 6 participants of the Task Force Groups (TFG's) based on report on ToT survey results and in coordination with IOM;

- Provide continuous support to the 2 TFG's in developing draft programmes;
- Provide logistical support to the TFG's and IOM in organizing presentation of draft programmes to the respective village councils.
- Provide support in all other aspects within the activities pertaining to this particular project.
- In developing the proposal use the following checklist:

No.	CHECKLIST	TICK TO CHECK
1.	INFORMATION ABOUT THE APPLYING ORGANIZATION:	
1.1.	- you have provided information about proof of legal entity	
1.2.	- in your proposal you have described experience in working with local authorities	
1.3.	- in your proposal you have described experience in strategic documents	
1.4.	- in your proposal you have described experience in the field of migration and development (migration mainstreaming, diaspora engagement, conducting migration trainings etc.)	
1.5.	- in your proposal you have described experience in conducting and facilitating training and similar activities	
2.	INFORMATION ABOUT STAFF:	
2.1.	- you have included a CV of a Director <u>indicating relevant experience (experience in oversight of migration and development projects such as migration mainstreaming, diaspora engagement, local development and migration trainings)</u>	
2.2.	- you have included a CV of a Project Manager <u>indicating relevant experience (experience in managing projects in the field of migration and development such as migration mainstreaming, diaspora engagement, local development, and migration trainings)</u>	
2.3.	- you have included a CV of a Project Assistant <u>indicating relevant experience (experience in assisting projects in the field of migration and development such as migration mainstreaming, diaspora engagement, local development, and migration trainings)</u>	
3.	YOU HAVE INCLUDED A CONCEPT OF THE CAMP	
4.	YOU HAVE INCLUDED AN AGENDA OF THE CAMP	
5.	COMPETENT TRAINERS	
5.1.	- you have provided a CV of a Trainer with at least <u>MA Degree (or full 5 year higher education) and relevant experience in developing and conducting migration and development trainings</u>	
5.2.	- you have provided a CV of a Trainer/Expert with at least <u>MA Degree (or full 5 year higher education) and relevant experience in developing and drafting strategic documents</u>	
5.3.	- you have provided a CV of a Trainer/Expert with at least <u>MA Degree (or full 5 year higher education) and relevant experience in gender studies and/or gender mainstreaming</u>	

*** ENGLISH TEXT IS PREVALENT!**

Information in Russian / Информация на русском языке*

Проект будет реализован в Кыргызстане, места проведения обучения будут определены после отбора заявок, расчеты могут включать в себя разумные затраты на проведение лагеря либо в Иссык-Кульской области, либо за пределами Бишкека.

Лагерь для местных акторов

В 2016 году Миссия Международной организации по миграции в Кыргызской Республике совместно с ООН Женщины и Фондом ООН в области народонаселения провели общенациональное исследование на тему Гендера в восприятии общества, которое выявило негативные факты того, как женщины-мигрантки воспринимаются в обществе и как это восприятие стигматизирует вернувшихся женщин-мигранток. Такая стигматизация вынуждает женщин использовать разные реинтеграционные стратегии, однако очень часто оставляет их изолированными и нежеланными в своих родных сообществах.

С помощью данной заявки на предложения, MOM планирует объединить местных акторов: органы местного самоуправления, организации местных сообществ и местных общественных лидеров с целью совместной работы над устранением стигматизирующих мифов и представлению фактов о вкладе женщин-мигранток в социально-экономическое развитие в попытке построить объективно позитивный образ женщины-мигрантки. Это будет достигнуто путем внедрения гендерного подхода в приоритеты по миграции и развитию местных органов власти и путем развития понимания местными акторами не менее важной роли компонента миграции и развития и гендерного подхода в приоритетах на местном уровне.

Ожидается, что тренеры организуют мероприятие в формате «лагеря», в ходе которого местные акторы могут повысить свой потенциал, знания и навыки в разработке стратегии местного развития, включая компоненты миграции и развития и гендерного подхода, а также в соответствии с Национальной стратегией развития Кыргызской Республики на 2018-2040 гг. Поэтому, задача тренеров заключается в повышении квалификации местных акторов в разработке всеобъемлющей стратегии устойчивого развития на местном уровне. Ожидаемый успех этой деятельности в лагере состоит в том, что, по меньшей мере, шесть участников лагеря разработают проект программы по внедрению гендерного подхода в приоритеты миграции и развития на местном уровне и представят ее соответствующим сельским советам.

В рамках проекта MOM предлагает отобрать пилотные районы и провинции, в которых будет проводиться внедрение гендерного подхода в планах по миграции и развитию на местном уровне, для обучения местных органов власти, организаций местных сообществ и местных активистов, которые затем будут служить «голосами» в борьбе с стереотипами о женщинах-мигрантках.

ПРИНЦИПЫ, которых должны придерживаться Поставщики услуг:

- **Принцип 1 – Все тренеры должны владеть двумя языками: кыргызским и русским.** Поставщики услуг должны продемонстрировать знание Кыргызского языка на продвинутом уровне;
- **Принцип 2 – Материалы и знания должны быть представлены в четкой и легко доступной форме.** Материалы тренинга должны быть представлены легким, простым и, в то же время, комплексным путем так, чтобы каждый участник тренинга извлек пользу от участия в лагере и с течением времени применил полученные знания и навыки;
- **Принцип 3 – Формат тренинга.** Тренинг НЕ должен быть организован в конференц-зале / тренинговой комнате и по формату должен кардинально отличаться от традиционных тренингов в учебных классах. Поставщики услуг должны предложить формат проведения тренинга в виде лагеря, например: «дискуссии в юрте», «разговоры вокруг костра» и т.д.

Предусмотренные задачи в рамках проекта

[Проведение лагеря для местных акторов:](#)

- Придерживаясь вышеперечисленных принципов, необходимо предоставить **Концепцию лагеря** и подходы к проведению лагеря для местных акторов с обоснованием о необходимости проведения такого лагеря, описание его цели, перечнем предлагаемых мероприятий лагеря, указанием приглашаемых / вовлекаемых тренеров и их опыта работы, включением списка тренинговых материалов: литература, статьи, исследования;
- Разработать **Программу лагеря** (3 полных дня), включая теоретические лекции / презентации и практические упражнения, следуя вышеуказанным принципам;
- Привлечь **компетентных тренеров**, которые имеют опыт проведения тренингов в двух или более из следующих тем. Программа лагеря должна охватывать все данные темы (следующий список демонстративный и может быть дополнен):
 - Миграция и развитие (в контексте внедрения миграционной составляющей):
 - Понимание комплексного и взаимного влияния миграции на развитие и развития на миграцию;
 - Поиск путей включения миграционных вопросов в политику развития;
 - Понимание структурных условий и неравенства в сообществах, которые склонны к высоким темпам нерегулируемой миграции.
 - Разработка планов действий / стратегий / программ на местном уровне (в контексте местного устойчивого развития):
 - Как проводить SWOT-анализ?
 - Как определить доступные ресурсы (финансовые, инвестиционные, организационные и человеческие)?
 - Как построить диалог между местными органами власти, ключевыми партнерами и организациями местных сообществ?
 - Как обеспечить комплексный подход при разработке плана действий / стратегии / программы?
 - Внедрение гендерного подхода:
 - Подход к гендерному равенству и расширению прав и возможностей женщин;
 - Включение гендерных вопросов в планирование развития на местном уровне;
 - Определение и пути решения предубежденного восприятия различных групп меньшинств (возвращающихся женщин-мигранток, не-гетеросексуальных мигрантов и т.д.).
- Обеспечить всю логистику в проведении лагеря:
 - Создание и организацию Отборочного комитета, в состав которого войдут представители Поставщика услуг / Консалтинговой фирмы, MOM и государственных партнеров для определения 20 участников тренингового лагеря в соответствии с критериями отбора, представленные MOM, с учетом гендерного баланса (50% женщин и 50% мужчин);
 - Предоставление надлежащего помещения для проведения лагеря в соответствии с вышеуказанными принципами;
 - Подготовка и оплата проживания участников;
 - Организация транспорта для участников лагеря (в обе стороны);
 - Организация кофе-брейков (2 раза в день), обедов (1 раз в день) и ужинов (1 раз в день);
 - Приглашение выбранных участников тренингового лагеря;
 - Подготовка и распечатка учебных раздаток и материалов (прим.: выбранные раздатки и материалы должны быть предварительно одобрены MOM);
 - Регистрация участников лагеря;
 - Разработка опросников до тренинга и после тренинга для определения уровня осведомленности участников по темам, указанным выше;
 - Подготовка и распечатка сертификатов об участии в лагере (прим.: шаблон должен быть согласован с MOM);
 - Все другие логистические приготовления и оплаты, необходимые для организации лагеря;
 - Предоставление детального отчета по завершении лагеря (в соответствии с шаблоном MOM);
 - Даты проведения лагеря: январь 2019 г., проезд за один день до начала мероприятия и выезд на следующий день после окончания мероприятия.

- Предоставление последующей поддержки в ходе дальнейшего отбора участников тренингового лагеря для подготовки тренеров (10 участников):
 - Определение 10 участников тренинга по подготовке тренеров, основываясь на отчете по завершению лагеря и в координации с MOM;
 - Приглашение выбранных участников на тренинг по подготовке тренеров;
 - Проведение опроса до и после проведения тренинга для подготовки тренеров (прим.: шаблон будет предоставлен MOM);
 - Содействие при других логистических вопросах и оплатах, необходимых для организации тренинга для подготовки тренеров.
- Предоставление последующей поддержки в ходе дальнейшего отбора участников тренинга по подготовке тренеров для организации двух Целевых групп (по 3 участника с местной администрации двух пилотных районов), ответственных за разработку проекта программы по внедрению гендерного подхода в приоритеты миграции и развития на местном уровне:
 - Определение 6 участников Целевых групп, основываясь на отчете по результатам опроса по проведению тренинга для подготовки тренеров и в координации с MOM;
 - Предоставление последующей поддержки двум Целевым группам в ходе разработки проекта программ;
 - Предоставление логистической поддержки Целевым группам и MOM при организации презентации проектов программ в соответствующих сельских советах.
- Оказание поддержки по всем другим аспектам в рамках мероприятий, относящихся к этому конкретному проекту.
- При разработке заявки используйте следующий проверочный список:

№	ПРОВЕРОЧНЫЙ СПИСОК	Отметьте
6.	ИНФОРМАЦИЯ ОБ ОРГАНИЗАЦИИ, ПОДАЮЩЕЙ ЗАЯВКУ:	
1.1.	- вы предоставили информацию о подтверждении статуса юридического лица	
1.2.	- в вашем предложении вы описали опыт работы с местными органами власти	
1.3.	- в вашем предложении вы описали опыт в разработке стратегических документов	
1.4.	- в вашем предложении вы описали опыт работы в сфере миграции и развития (внедрение миграционной составляющей, привлечение диаспор, проведение тренингов по миграции и т.д.)	
1.5.	- в вашем предложении вы описали опыт в проведении и фасилитации тренингов и схожих мероприятий	
7.	ИНФОРМАЦИЯ О ПЕРСОНАЛЕ:	
2.1.	- вы включили резюме директора, в котором указывается соответствующий опыт (опыт надзора за проектами в области миграции и развития, такие как внедрение миграционной составляющей, привлечение диаспор, проведение тренингов по миграции и развитию на местном уровне)	
2.2.	- вы включили резюме проектного менеджера, в котором указывается соответствующий опыт (опыт управления проектами в области миграции и развития, такие как внедрение миграционной составляющей, привлечение диаспор, проведение тренингов по миграции и развитию на местном уровне)	
2.3.	- вы включили резюме проектного ассистента, в котором указывается соответствующий опыт (опыт содействия проектам в области миграции и развития, такие как внедрение миграционной составляющей, привлечение диаспор, проведение тренингов по миграции и развитию на местном уровне)	
8.	ВЫ ПРИЛОЖИЛИ КОНЦЕПЦИЮ ЛАГЕРЯ	
9.	ВЫ ПРИЛОЖИЛИ ПРОГРАММУ ЛАГЕРЯ	
10.	КОМПЕТЕНТНЫЕ ТРЕНЕРЫ	
5.1.	- вы предоставили резюме тренера с магистерской степенью (или полным 5-летним высшим образованием) и соответствующим опытом в разработке и проведении тренингов по миграции и развитию	

5.2.	- вы предоставили резюме тренера / эксперта с магистерской степенью (или полным 5-летним высшим образованием) и соответствующим опытом в разработке стратегических документов	
5.3.	- вы предоставили резюме тренера / эксперта с магистерской степенью (или полным 5-летним высшим образованием) и соответствующим опытом в гендерных вопросах и / или внедрению гендерного подхода	

*** ТЕКСТ НА АНГЛИЙСКОМ ЯВЛЯЕТСЯ ПРИОРИТЕТНЫМ!**

SUB-SECTION IV: ENVIRONMENTAL CONSIDERATIONS

IOM Internal Policy on Compliance with Environmental Norms, implemented worldwide and coordinated with all Member States, requires an assessment of environmental sustainability to be systematically integrated into the design, implementation and monitoring of project activities. In accordance with these activities, it will be necessary to assess compliance with environmental norms. IOM and its partners, sub-grantees will comply with all standards of environmentally sound work, in particular by reducing the number of paper editions and switching to electronic means to inform the public and to train beneficiaries, both governmental and non-governmental.

SUB-SECTION V: GENDER MAINSTREAMING INTO THE PROJECT⁴

Ensure equal opportunities for men and women in improving their skills and participating in the project. Such efforts include but may not be limited to institutionalizing of gender mainstreaming into all aspects of project interventions which are implemented and/or funded by IOM. This compliance may be achieved via equal allocation of the duties and responsibilities between men and women, ensuring such an approach becomes a daily practice of all the departments and employees involved in implementing the project.

Within this project gender mainstreaming is not only about considering specific needs of men and women equally, but also implementing projects and relevant interventions that shall not harm and/or strengthen the existing prejudices towards various vulnerable groups, including LGBTI persons (lesbians, gays, bisexuals, transgender and intersex persons), people with disabilities, sex workers, etc. Avoid implementing activities that promote stigmatization, gender stereotypes and initiating discriminative actions. Avoid sexism (discrimination based on sex) and ageism (discrimination based on age).

⁴ It is welcomed if the Bidder's staff have certificates proving their participation in trainings on gender issues. Gender trainings. Online Gender Trainings are available at <https://trainingcentre.unwomen.org/course/description.php?id=2> Please note that the training at this link is available only in English, the Russian version is expected to developed soon.

SUB-SECTION VI: PROPOSED STRUCTURE OF THE TECHNICAL PROPOSAL FOR THIS GRANT

NARRATIVE* (текст на русском языке см. далее)

- Camp concept according to Principles on pp. 17-19 of this RFP:
 - Goal and objectives;
 - Topics and justifications of the topics;
 - Approach to training;
 - Materials to be used (training manuals, handbooks, literature, etc.);
 - Camp Agenda;
 - Approach to pre- and post- training surveys;
 - Approach to training sustainability: how the trained participants will apply the camp knowledge after the training;
 - Other information that would make the concept understandable and enriched.
- Experts / Trainers according to Principles on pp. 17-19 of this RFP:
 - Knowledge and expertise of the trainers;
 - Credentials of the trainers.
- Information about the Bidder and its previous and current experience relevant to proposal requirements;
- Demonstrate how your project complies with IOM's environmental considerations;
- Demonstrate how your project complies with gender equality and equity;
- Declare your commitment to IOM Policy on Preventing Sexual Exploitation and Abuse;
- Declare your commitment to IOM Policy on Confidentiality and Data Protection.

COST PROPOSAL (see p. 13 of this RFP for Cost proposal template and requirements).

ANNEXES:

- Action plan describing activities, timing and responsibilities;
- **Technical Proposal Submission Form** according to the Section II template;
- Financial proposal according to the template in Section III or an Applicant is free to use their own templates (**Financial Proposal must be submitted in a separate sealed envelope**);
- Proof of Legal Entity (for organizations only);
- CVs of trainers and experts;
- CV's of the Director, Project Manager and Project Assistant.

*** ENGLISH TEXT IS PREVALENT!**

ОПИСАТЕЛЬНАЯ ЧАСТЬ*

- Концепция лагеря в соответствии с Принципами на стр. 20-23 настоящего документа:
 - Цели и задачи;
 - Темы и обоснование тем;
 - Подход к тренингу;
 - Используемые материалы (модули, руководства, литература, и т.д.);
 - Программа лагеря;
 - Подход к проведению опроса до и после тренинга;
 - Подход к устойчивости полученных знаний после – как участники будут применять полученные знания после лагеря;
 - Дополнительная информация, которая может дополнить концепцию лагеря.
- Эксперты/Тренеры:
 - Знания и экспертиза тренеров;
 - Достижения тренеров.
- Информация о заявителе, их предыдущий опыт, соответствующий требованиям тендера;
- Пропишите, каким образом ваш проект будет соответствовать стандартам МОМ по экологии и охраны окружающей среды;
- Пропишите, каким образом ваш проект будет способствовать гендерному равенству;
- Подтвердите вашу приверженность Политике МОМ по предотвращению сексуальной эксплуатации и насилия;
- Подтвердите вашу приверженность Политике МОМ по конфиденциальности и защите личных данных.

ФИНАНСОВАЯ ЗАЯВКА (см. стр. 13 настоящего документа для шаблона к составлению финансовой заявки)

ПРИЛОЖЕНИЯ:

- Рабочий план с описанием мероприятий, временных рамок и ответственных лиц;
- **Форма по предоставлению технической заявки** в соответствии с шаблоном в разделе II;
- Финансовая заявка в соответствии с шаблоном в разделе III или же можно использовать собственный формат оформления бюджета (**Финансовая заявка должна быть предоставлена в отдельном конверте**);
- Доказательство государственной регистрации (только для организаций);
- Резюме тренеров и экспертов;
- Резюме директора, проектного менеджера и проектного ассистента.

*** ТЕКСТ НА АНГЛИЙСКОМ ЯВЛЯЕТСЯ ПРИОРИТЕТНЫМ!**

Section V

IOM POLICY ON PREVENTING SEXUAL EXPLOITATION AND ABUSE

IOM is unequivocally committed to a policy of absolute rejection of sexual exploitation and abuse, and requires the same commitment from its partners. Humanitarian assistance and services should be provided in a manner that prevents and protects employees and beneficiaries of the organization from sexual harassment, exploitation and abuse. Exploitative and abusive sexual actions by employees and partners are absolutely prohibited, and those responsible will be prosecuted. Any compulsory sexual activity, including those acquired by threatening or retaining humanitarian assistance or services, is by definition exploitative and violent, particularly in camps, when the beneficiaries are in the most vulnerable position. Since sexual exploitation and violence are based on gender inequality and lack of respect for human rights, staff should strive to ensure that humanitarian activities are gender-sensitive, and the beliefs, perspectives and needs of women, girls and all vulnerable groups are adequately taken into account.

It is expected that the applicant will strictly follow these principles and promote them in their activities. Thus, the applicant's commitment to a policy of absolute rejection of sexual harassment and violence will be reflected in their principles and activities.

In their application, applicants must reflect their agreement with IOM's policy on preventing sexual exploitation and abuse.

Section VI

IOM POLICY ON CONFIDENTIALITY AND DATA PROTECTION

The following IOM principles of confidentiality and data protection shall be followed by the Applicant without exceptions.

1. LAWFUL AND FAIR COLLECTION

Personal data must be obtained by lawful and fair means with the knowledge or consent of the data subject.

2. SPECIFIED AND LEGITIMATE PURPOSE

The purpose(s) for which personal data are collected and processed should be specified and legitimate, and should be known to the data subject at the time of collection. Personal data should only be used for the specified purpose(s), unless the data subject consents to further use or if such use is compatible with the original specified purpose(s).

3. DATA QUALITY

Personal data sought and obtained should be adequate, relevant and not excessive in relation to the specified purpose(s) of data collection and data processing. Data controllers should take all reasonable steps to ensure that personal data are accurate and up to date.

4. CONSENT

Consent must be obtained at the time of collection or as soon as it is reasonably practical thereafter, and the condition and legal capacity of certain vulnerable groups and individuals should always be taken into account. If exceptional circumstances hinder the achievement of consent, the data controller should, at a minimum, ensure that the data subject has sufficient knowledge to understand and appreciate the Specified purpose(s) for which personal data are collected and processed.

5. TRANSFER TO THIRD PARTIES

Personal data should only be transferred to third parties with the explicit consent of the data subject, for a specified purpose, and under the guarantee of adequate safeguards to protect the confidentiality of personal data and to ensure that the rights and interests of the data subject are respected. These three conditions of transfer should be guaranteed in writing.

6. CONFIDENTIALITY

Confidentiality of personal data must be respected and applied at all stages of data collection and data processing, and should be guaranteed in writing. All IOM staff and individuals representing third parties, who are authorized to access and process personal data, are bound by confidentiality.

7. ACCESS AND TRANSPARENCY

Data subjects should be given an opportunity to verify their personal data, and should be provided with access insofar as it does not frustrate the specified purpose(s) for which personal data are collected and processed. Data controllers should ensure a general policy of openness towards the data subject about developments, practices and policies with respect to personal data.

8. DATA SECURITY

Personal data must be kept secure, both technically and organizationally, and should be protected by reasonable and appropriate measures against unauthorized modification, tampering, unlawful destruction, accidental loss, improper disclosure or undue transfer. The safeguard measures outlined in relevant IOM policies and guidelines shall apply to the collection and processing of personal data.

9. RETENTION OF PERSONAL DATA

Personal data should be kept for as long as is necessary, and should be destroyed or rendered anonymous as soon as the specified purpose(s) of data collection and data processing have been fulfilled. It may however, be retained for an additional specified period, if required, for the benefit of the data subject.

10. APPLICATION OF THE PRINCIPLES

These principles shall apply to both electronic and paper records of personal data, and may be supplemented by additional measures of protection, depending, inter alia, on the sensitivity of personal data. These principles shall not apply to non-personal data.

11. OWNERSHIP OF PERSONAL DATA

IOM shall assume ownership of personal data collected directly from data subjects or collected on behalf of IOM, unless otherwise agreed, in writing, with a third party.

12. OVERSIGHT, COMPLIANCE AND INTERNAL REMEDIES

An independent body should be appointed to oversee the implementation of these principles and to investigate any complaints, and designated data protection focal points should assist with monitoring and training. Measures will be taken to remedy unlawful data collection and data processing, as well as breach of the rights and interests of the data subject.

13. EXCEPTIONS

Any intent to derogate from these principles should first be referred to the IOM Office of Legal Affairs for approval, as well as the relevant unit/department at IOM Headquarters.

14. KEY TERMS

Anonymous data means that all the personal identifiable factors have been removed from data sets in such a way that there is no reasonable likelihood that the data subject could be identified or traced.

Consent means any free, voluntary and informed decision that is expressed or implied and which is given for a specified purpose

Child means an individual below the age of 18 years

Data controller means an IOM staff or an individual who represents a third party who has the authority to decide about the contents and use of personal data.

Data processing means the manner in which personal data are collected, registered, stored, filed, retrieved, used, disseminated, communicated, transferred and destroyed.

Data protection means the systematic application of a set of institutional, technical and physical safeguards that preserve the right to privacy with respect to the collection, storage, use and disclosure of personal data

Data protection focal point means any IOM staff who is appointed by IOM regional representatives to serve as a contact or reference person for data protection and who is responsible for monitoring the data protection practices in the region to which he or she is assigned.

Data security means a set of physical and technological measures that safeguard the confidentiality and integrity of personal data and prevent unauthorized modification, tampering, unlawful destruction, accidental loss, improper disclosure or undue transfer.

Data subject means an IOM beneficiary who can be identified directly or indirectly by reference to a specific factor or factors. Such factors may include a name, an identification number, material circumstances and physical, mental, cultural, economic or social characteristics

Data awareness – capability to fully understand and appreciate the indicated goal of collecting and processing data.

Electronic record means any electronic data filing system that records personal data.

IOM means the International Organization for Migration.

IOM Field means the operational areas outside IOM Headquarters.

IOM Headquarters means IOM offices in Geneva, Switzerland.

IOM Field Office means IOM offices in operational areas outside IOM Headquarters.

IOM partner means any stakeholder that has a pre-existing agreement to work in cooperation and coordination with IOM, including governments, United Nations agencies, international organizations, nongovernmental organizations, research institutions, businesses and private companies.

IOM staff means all persons who are employed by IOM, whether temporarily or permanently, including formal and informal interpreters, data-entry clerks, interns, researchers, designated counselors and medical practitioners.

IOM unit/department means the structure at IOM Headquarters responsible for IOM activity areas

Non-personal data means any information that does not relate to an identified or identifiable data subject.

Paper record means any printed or written document that records personal data.

Personal data means all information that could be used to identify or harm data subjects; it is any information relating to an identified or identifiable data subject that is recorded by electronic means or on paper.

Third party means any natural or legal person, government or any other entity that is not party to the original specified purpose(s) for which personal data are collected and processed. The third party that agrees in writing to the transfer conditions outlined in principle 5, shall be authorized to access and process personal data.

Vulnerable groups means any group or sector of society that is at higher risk of being subjected to discriminatory practices, violence, natural or environmental disasters, or economic hardship, than other groups within the State; any group or sector of society (such as women, children, the elderly, persons with disabilities, indigenous peoples or migrants) that is at higher risk in periods of conflict and crisis.

Vulnerable data subject means any IOM beneficiary who may lack the legal, social, physical or mental capacity to provide consent

Applicants shall indicate their consent and compliance with IOM Policy on confidentiality and data protection. IOM may provide a template of the form to express consent and compliance with IOM policy on confidentiality and data protection.

Section VII

USE OF IOM LOGO AND DONOR LOGO IN MEDIA

Approval of visibility material

All visibility material (including publications) shall be agreed with IOM prior to publication and distribution to ensure compliance of their content with IOM and Donor visibility and publication rules and requirements.

I. Mention in electronic and print materials published and distributed within the project: All reports, publications (online and print), informational and promo materials, if any, shall include the following title of the project:

In English:	IDF Mainstreaming Migration into Local Migration and Development Priorities in Kyrgyzstan.
In Russian:	Проект Международного фонда развития МОМ «Внедрение гендерного подхода в приоритеты по миграции и развитию на местном уровне в Кыргызстане».
In Kyrgyz:	МЭАУнун Эл Аралык Өнүгүү фондусунун <i>Кыргызстанда жергиликтүү деңгээлде миграция жана өнүгүү приоритеттерин аныктоодо гендердик ыкмаларды колдонуу</i> боюнча долбоору.

II. Logo

Use of IOM and IDF Logo will be coordinated with IOM.

Section VIII - Standard Form of Contract

PROJECT IMPLEMENTATION AGREEMENT
Between
the International Organization for Migration
And
[Name of the Other Party]
On
[Subject of Agreement]

This Project Implementation Agreement is entered into by the **International Organization for Migration**, Mission in [XXX], [Address of the Mission], represented by [Name, Title of Chief of Mission etc.], hereinafter referred to as **"IOM,"** and **[Name of the Other Party]**, [Address], represented by [Name, Title of the representative of the Other Party], hereinafter referred to as the **"Implementing Partner."** IOM and the Implementing Partner are also referred to individually as a **"Party"** and collectively as the **"Parties."**

1. Introduction

Insert a brief summary of the Project (1-3 paragraphs, max. 1/3 page)

2. Integral Documents

The following documents form an integral part of this Agreement:

- (a) **Annex A** – Project Document;
- (b) **Annex B** – Project Budget; and
- (c) **Annex C** – IOM's Data Protection Principles.

3. Scope of the Agreement

Insert the purpose of the Agreement (*1) The Implementing Partner shall commence the activities on [date] and fully and satisfactorily complete them by [date].

4. Responsibilities of IOM

IOM undertakes to:

- (a)
- (b)
- (c)

5. Responsibilities of [Name of the Other Party]

The Implementing Partner undertakes to:

- (a) List all the activities of the Implementing Party under this Project (*2)
- (b)
- (c)

6. Finance

6.1 IOM agrees to provide financial support to the Implementing Partner in implementing [Name of the project] (the **"Project"**) from [start date of project] to [end date of project] in the maximum amount of [currency code] XXX (write amount in words) (the **"Price"**) in accordance with the Budget attached to this Agreement (**Annex B**) and considered an integral part thereof.

6.2 Payment shall be made in instalments in accordance with the following schedule:

- (a) The first instalment in the amount of [currency code] XXX (amount in words) shall become due after signature of this Agreement.
- (b) The second instalment of in the amount of [currency code] XXX (amount in words) shall become due after IOM's receipt and approval of the interim report as described in Article 7 and IOM's verification of successful completion of the following activities:
 - i. [list deliverables tied to this payment]
 - ii. [etc.]
- (c) The final instalment in the amount of [currency code] XXX (amount in words) shall be made upon completion of the Project, subject to IOM's receipt and approval of the final report as described in Article 7 and IOM's verification of successful completion of all activities.

(*3)

6.3 Payment shall be made by bank transfer in [name of currency] (currency code) to the following bank account:

[insert bank account details]. (*4)

6.4 The Implementing Partner shall maintain financial records, supporting documents, statistical records and all other records relevant to the Project in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the funds provided by IOM under this Agreement. The Implementing Partner 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 Implementing Partner shall be available for interview.

6.5 Any expenses not supported by the financial report shall be returned to IOM no later than the date of submission of the final report.

6.6 IOM shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the financial support until the Implementing Partner has completed to the satisfaction of IOM the activities to which those payments relate.

7. Reporting (*5)

7.1 Financial report

An interim financial report shall be submitted to IOM no later than [date (A)]. The interim financial report shall present how the contribution from IOM has been used from [date] to [date]. The final financial report shall be submitted to IOM no later than [date (B)] and shall cover the whole project duration.

7.2 Narrative report

An interim narrative report shall be submitted to IOM no later than [date (A)]. The interim narrative report shall cover the activities performed and the results obtained by the Project from [date] to [date]. The report shall be analytical in approach, include a presentation of difficulties and shortcomings, and a discussion of possible remedies. The final narrative report shall be submitted to IOM no later than [date (B)] and shall summarize the whole Project and state to what extent the objectives of the Project have been achieved.

7.3 The Implementing Partner shall give IOM all information on the Project and on the use of the resources provided by IOM that IOM may reasonably request in addition to information contained in the reports. The Implementing Partner shall also enable representatives of IOM to visit and study the various activities of relevance for the Project.

8. Warranties

8.1 The Implementing Partner warrants that:

- (a) It is an organization financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to implement fully and satisfactorily, within the stipulated completion period, the Project 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 Implementing Partner 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 Implementing Partner, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
- (g) It has or shall take out relevant insurance coverage for the period the Project is implemented under this Agreement;
- (h) It shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any discriminatory or exploitative practices or practices inconsistent with the rights set forth in the Convention on the Rights of the Child;
- (i) The Price specified in Article 6.1 of this Agreement shall constitute the sole remuneration in connection with this Agreement. The Implementing Partner 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 Implementing Partner shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

8.2 The Implementing Partner further warrants that it shall:

- (a) Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation and abuse (SEA) by its employees or any other persons engaged and controlled by it to perform activities under this Agreement ("other personnel"). For the purpose of this Agreement, SEA shall include:
 - 1. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favours or activities, including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes, and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions.
 - 2. Engaging in sexual activity with a person under the age of 18 ("child"), except if the child is legally married to the concerned employee or other personnel and is over the age of majority or consent both in the child's country of citizenship and in the country of citizenship of the concerned employee or other personnel.
- (b) Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries.
- (c) Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA.
- (d) Ensure that the SEA provisions are included in all subcontracts.
- (e) Adhere to above commitments at all times. Failure to comply with (a)-(d) shall constitute grounds for immediate termination of this Agreement.

8.3 The above warranties shall survive the expiration or termination of this Agreement.

9. **Assignment/Subcontracting**

- 9.1 The Implementing Partner shall not assign or subcontract the activities under this Agreement in part or all, unless agreed upon in writing in advance by IOM. Any subcontract entered into by the Partner without approval in writing by IOM may be cause for termination of the Agreement.
- 9.2 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the activities may be assigned to a subcontractor. Notwithstanding the said written approval, the Implementing Partner shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between the subcontractor and IOM. The Implementing Partner remains bound and liable under this Agreement and it shall be directly responsible to the IOM for any faulty performance under

the subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

10. Delays/Non-Performance

10.1 If, for any reason, the Implementing Partner does not carry out or is not able to carry out its obligations under this Agreement and/or according to the Project Document (**Annex A**), it must give notice and full particulars in writing to IOM as soon as possible. On receipt of such notice, IOM shall take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances.

10.2 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*, such as civil disorder, military action, natural disaster and other circumstances which are beyond the control of the Party in question. In such event, the Party will give immediate notice in writing to the other Party of the existence of such cause or event and of the likelihood of delay.

11. Independent Contractor

The Implementing Partner shall perform all activities under this Agreement as an independent contractor and not as an employee, partner, or agent of IOM.

12. Confidentiality

All information including personal information of the beneficiaries which comes into the Implementing Partner's possession or knowledge in connection with this Agreement or the Project is to be treated as strictly confidential. The Implementing Partner shall not communicate such information to any third party without the prior written approval of IOM. The Implementing Partner shall comply with IOM Data Protection Principles in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Agreement. This obligation shall survive the expiration or termination of this Agreement.

13. Intellectual Property (*6)

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

14. 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 of IOM contact person]

[IOM's address]

Email: [IOM's email address]

[Full name of the Implementing Partner]

Attn: [Name of the Implementing Partner's contact person]

[Implementing Partner's address]

Email: [Implementing Partner's email address]

15. Dispute resolution

- 15.1. 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.
- 15.2. In the event that the dispute, controversy or claim has not been 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 the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.
- 15.3. In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3 (three) months following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.
- 15.4. The present Agreement as well as the arbitration agreement above shall be governed by internationally accepted general principles of law and by the terms of the present Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement. (*7)

16. Use of IOM Name (*8)

The official logo and name of IOM may only be used by the Implementing Partner in connection with the Project and with the prior written approval of IOM. The Implementing Partner must acknowledge the contribution of IOM to the Project in any advertising or publicity connected with the Project, which must be approved by IOM in writing in advance.

1. Status of IOM

Nothing in this Agreement affects the privileges and immunities enjoyed by IOM as an intergovernmental organization. (*9)

2. Indemnity

18.1 The Implementing Partner shall at all times defend, indemnify and hold harmless IOM, its officers, employees and agents from and against all loss, costs, damages and expenses (including legal fees and costs), claims, suits and liabilities to the extent arising out of or resulting from the activities under this Agreement. IOM shall promptly notify the Implementing Partner of any written claim, loss, or demand for which the Implementing Partner is responsible under this clause.

18.2 This indemnity shall survive the expiration or termination of this Agreement.

3. 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.

4. Termination

20.1 This Agreement may be terminated by [X (number in words) month's] written notice to the other Party. However, where the Implementing Partner is in breach of any of the terms and conditions of this Agreement, IOM may terminate the Agreement with immediate effect.

20.2 In the event of termination, IOM will only pay costs expended or legally committed in accordance with this Agreement up to the date of receipt of notice of termination, unless otherwise agreed. (*10) Other amounts paid in advance will be returned to IOM within 7 (seven) days from the date of termination.

20.3 Upon any such termination, the Implementing Partner shall waive any claims for damages including loss of anticipated profits on account thereof.

5. 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.

6. Entirety

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.

7. Special Provisions (Optional)

Due to the requirements of the Donor financing the Project, the Implementing Partner shall agree and accept the following provisions:

[Insert all donor requirements which must be flown down to IOM's implementing partners and subcontractors. In case of any doubt, please contact LEGContracts@iom.int]

8. Final clauses

24.1 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 Article 20.

24.2 Amendments may be made by mutual agreement in writing between the Parties.

Signed in duplicate in English, on the dates and at the places indicated below. (*11)

For and on behalf of
The International Organization
for Migration

For and on behalf of
[Name of the Implementing Partner]

Signature

Signature

Name
Position
Date
Place

Name
Position
Date
Place